



AGENDA

MOBILE CITY COUNCIL MEETING

Wednesday, February 17, 2021, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Gregory West, Rehoboth Missionary Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 9, 2021

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Nathan Park, 2125 Wildwood Place, for a waiver of the Noise Ordinance on March 5, 2021, from 7:00-8:30 p.m. (District 4).

Request of Tony Pope for a waiver of the Noise Ordinance in Cathedral Square on March 27, 2021, from 1:00-5:00 p.m. (District 2).

Request of Tony Pope for a waiver of the Noise Ordinance in Bienville Square on March 6, 13 & 20, 2021, from 1:00-5:00 p.m. (District 2).

Request of Tony Pope for a waiver of the Noise Ordinance at 2570 Government Boulevard, every Tuesday in February & March, from 5:00-8:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 107 and 111 North Lafayette Street and 106 Providence Street (north side of Old Shell Road, extending to the east

side of Providence Street and the west side of North Lafayette Street) from B-1 and R-1 to R-1 (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

ESSENTIAL/COVID 19 ITEMS HELD OVER

27-024 Ordinance to regulate food trucks (first version-to be tabled) (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

57-001 Amend Chapter 57, Article II, Division 2 of the Mobile City Code to add a new section on food trucks (second version-to be tabled) (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

57-008 Ordinance to amend Chapter 57 of the City Code to add a new code section for food trucks (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

34-003 Ordinance to amend Chapter 34 of the City Code to include the real property business privilege tax applicable to lessors of residential buildings and dwellings to the schedule of licenses (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

57-009 Ordinance to Amend Chapter 57 Article VIII of the City Code and to add a new Article IX, Small Cell Facilities on Public Rights-of-Way (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

64-010 Ordinance to rezone property located at 1901 Hurtel Street (south side of Hurtel Street, 210' west of Prairie Avenue) from R-1 to R-3 (District 3).

64-036 Ordinance to rezone property located at the east terminus of Blue Ridge Boulevard, extending to the west terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive and the north terminus of Valleydale Drive from R-1, R-2, and B-1 to R-1 (District 6).

08-083 Approve purchase order to Deere & Company for six John Deere utility vehicles, \$58,826.16 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-084 Approve purchase order to the Florida-Caribbean Cruise Association for annual membership, \$15,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

13-085 Authorize Change Order #2 to the contract with Harris Contracting Services, Inc. for Rickarby Park - Grading & Drainage Improvements, PR-034-20, \$9,092.00 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

13-086 Authorize Contract Change Order No. 2 with John G. Walton Construction Co., Inc., for Baltimore St., Street and Drainage Rehabilitation from Ann Street to I-10 Service Road, \$72,693.96 (total contract amount - \$5,978,010. (sponsored by Mayor Stimpson & Councilman Small) (submitted by Nick Amberger, Engineering Department).

21-087 Authorize contract with Grant Nichols Construction for construction of Old Shell Road TAP Sidewalk from Union Avenue to Hyland Avenue, \$280,803.80 (G-TAPHYLAN) (sponsored by Councilmember Richardson) (submitted by Jennifer White, Traffic Engineering Department).

21-088 Authorize service contract with TAW Power Systems Inc for Emergency Generators-Preventative Maintenance & Service - various City facilities, \$80,810.00 3-Year Total (10043037.42150 SC-034-20) (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

21-089 Authorize contract with Goram Air Conditioning Co. Inc. for a dehumidifier replacement in the Therapy Pool Room at the Connie Hudson Senior Center; \$28,460.00 (20002000-48010 FM-129-21) (sponsored by Councilmember Rich & Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

23-090 Accept deeds for right-of-way for the McGregor Avenue Widening Project (Airport Blvd. to Dauphin St.) (Tracts 10, 14, 15, 18, 25, 26, 36, 38, 39, 41) (sponsored by Councilmember Daves & Mayor Stimpson) (submitted by Michelle Melton, REAM Department).

25-091 Accept a permanent sidewalk easement from USA for 2021 City Wide Annual Sidewalk Repair and Maintenance (sponsored by Councilmember Daves & Mayor Stimpson) (submitted by Michelle Melton, REAM Department).

25-092 Grant easement to Alabama Power Company for guy wire installation on Zeigler Boulevard (sponsored by Mayor Stimpson & Councilmember Gregory) (submitted by Michelle Melton, REAM Department).

60-108 Approve settlement agreement and release of claims - Aubrey B. Sawyer, Royalle J. Reese & Michael & Robin Freeman (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

09-110 Reallocate \$141,512.09 from District 7 capital projects to Mobile Botanical Gardens (sponsored by Councilmember Gregory) (submitted by Relya Mallory, Capital Projects).

21-111 Authorize management agreement with Mobile Botanical Gardens, \$150,000.00 (sponsored by Councilmember Gregory).

ESSENTIAL/COVID 19 ITEMS

64-011 Ordinance to rezone property located at 107 and 111 North Lafayette Street and 106 Providence Street (north side of Old Shell Road, extending to the east side of Providence Street and the west side of North Lafayette Street) from B-1 and R-1 to R-1 (District 2).

08-113 Approve purchase order to Bagby & Russell Co. Inc. for parts & installation for street lights in Battery Heights, \$151,172.50 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-114 Approve purchase order to Deere & Company for 7 zero turn mowers, \$131,075.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-115 Approve purchase order to Blue Rents Inc. for tent set up and rental for Civic Center drive-thru Covid Vax Site, \$43,822.73 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-116 Authorize reallocation of funds from operating budget to capital budget for security upgrades at multiple Public Works facilities (sponsored by Mayor Stimpson) (submitted by John Peavy, Public Services).

21-117 Authorize contract with Southern Earth Sciences, Inc. (Geotech Engineering Services) for Texas Street Rehabilitation from Ann Street to Broad Street & Ann Street Rehabilitation from Tennessee Street Ditch to Virginia Street, COM Project No. 2021-3005-04 (D 2 & 3); \$150,000.00 (sponsored by Mayor Stimpson and Councilmembers Manzie and Small), (submitted by Nick Amberger, Engineering Department)

21-118 Authorize contract with McCrory & Williams, Inc. (Construction Engineering/Inspection) for Texas Street Rehabilitation from Ann Street to Broad Street & Ann Street Rehabilitation from Tennessee Street Ditch to Virginia Street, COM Project No. 2021-3005-04 (D 2 & 3); \$330,875.00 (sponsored by Mayor Stimpson and Councilmembers Manzie and Small), (submitted by Nick Amberger, Engineering Department)

31-119 Authorize a grant application to the Southern Rail Commission for an Alternate Site Analysis to support the return of passenger rail service along the Gulf Coast (matching funds: \$80,100.00) (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM).

37-120 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for Cracker Barrel 439, 43 E. I-65 Service Road South (sponsored by Councilmember Richardson).

58-121 Declare weeds noxious, Weed Lien Group 1612

60-122 Approve award of special bonus to the January 2021 Firefighter of the

Month, Steven J. Pledger (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

21-125 Authorize management agreement with Mobile Botanical Gardens, \$150,000.00 (sponsored by Councilmember Gregory).

12. CALL FOR PUBLIC HEARINGS

41-123 Call for public hearing to consider the vacation of right of way between Lots 3 & 4, Westwood Farms Resubdivision on Halls Mill Road (scheduled for March 16, 2021) (District 4) .

41-124 Call for public hearing to consider a vacation fee for vacation of right of way located between Lots 3 & 4, Westwood Farms Resubdivision on Halls Mill Road (scheduled for March 16, 2021) (District 4) (proposed amount: \$5,662.02).

13. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/17/2021

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

2/11/2021 -
10:36 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/17/2021

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

2/11/2021 - 1:47 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/11/2021 -
10:18 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/11/2021 -
10:49 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/11/2021 -
10:56 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/11/2021 -
10:53 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/11/2021 - 9:25
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/17/2021

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

7/23/2020 - 3:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

1/13/2021 -
11:47 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/3/2021 - 9:04
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

Mayor William S. Stimpson, Councilmember Joel Daves, Councilmember Gina 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
Neighborhood Development	Roberts, James	Approved	1/21/2021 - 1:31 PM
Legal	Kern, Chris	Approved	1/21/2021 - 1:51 PM
Mayors Office	Barber, James	Approved	1/21/2021 - 3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To amend Chapter 57 Article VIII of the City Code and to add a new Article IX, Small Cell Facilities on Public Rights-of-Way

Amount of Contract:

n/a

Effective Date of Contract:

2/16/2021

Funding Source

Project # Small Cell Facilities on Public Rights-of-Way

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	Merchant, Mary Ann	Approved	2/4/2021 - 1:31 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

1/7/2021 - 9:53
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

9/10/2020 - 2:00
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Deere & Company for six 2021 John Deere Gator TX utility vehicles.

General Fund.

Amount of Contract:

\$58,826.16

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210203 Deere Agenda Package POs	Cover Memo	2/3/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/4/2021 - 3:13 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>5279</u>	2021	(F7000) MOTOR POOL	SIX 2021 JOHN DEERE GATOR TX UTILITY VEHICLES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$58,826.16	<u>(295477) DEERE & COMPANY</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005279-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
01/22/21	295477	01/22/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 UTILITY CART AS SPECIFIED: 2021 JOHN DEERE 4x2 GATOR TX WITH CANOPY, DELUX LIGHT KIT, ALL TERRAIN TIRES , 21 INCH FEDERAL ALLEGIAN 21 INCH LIGHT BAR. TO BE AS PER SOURCEWELL QUOTE # 23521860 DATE FEBRUARY 1, 2021. UNITS ARE TO BE DELIVERED TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET. UNITS WILL BE DELIVERED READY TO OPERATE. QUOTATION IS PER SOURCEWELL GROUNDS MAINTENANCE CONTRACT 062117-DAC (PG NB CG 70) Additional Description Notes	6.00 EACH	9804.36000	58826.16

2021 JOHN DEERE GATOR TX WITH CANOPY, DELUX LIGHT KIT, AND ALL TERRAIN
 TIRES. REQUESTED BY PUBLIC SERVICES.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	58826.16
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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 00005279-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
01/22/21	295477	01/22/21			MOTOR POOL

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

Requisition Link

Requisition Total 58826.16

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	58826.16	1608672.71

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	58826.16	
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	02/03/21	JOHN PAINE	
Approved	01/22/21	DIANE MCCARTY	
Approved	02/03/21	DIANE MCCARTY	
Queued	02/03/21	DONNA MICHELE STANLEY	
Queued	02/03/21	DONALD ROSE	
Queued	02/03/21	SANDRA LEWIS	
Queued	02/03/21	HEATHER KIHMET	
Queued	02/03/21	JOHN PAINE	

Authorized By: _____ Date: _____

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005279-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

CARY, NC 27513

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/22/21	295477	01/22/21			MOTOR POOL

LN Description / Account	Signature	Qty	Unit Price	Net Price
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FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

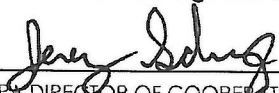
NJPA Contract #: 062117-DAC

Proposer's full legal name: Deere & Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration



VENDOR AUTHORIZED SIGNATURE

Shawn Parker

(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Deere & Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.29/page 9	Contract Availability	Non-profit agencies are not eligible	Clarification

Proposer's Signature: *Judy Bass* Date: 6-20-17

NJPA's clarification on exceptions listed above:

Acknowledged as a proposal response, not a legal exception.

Review and Approved:
[Signature] 8/14/17
NJPA Legal Department

Contract Award
RFP #062117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

| GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES |

In compliance with the Request for Proposal (RFP) for | GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES, | the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Deere & Company Date: 6/19/2017

Company Address: 2000 John Deere Run

City: Cary State: NC Zip: 27513

Contact Person: Judy Bess Title: Contract Administrator

Authorized Signature: *Judy Bess* Judy Bess
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-DAC

Proposer's full legal name: Deere & Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

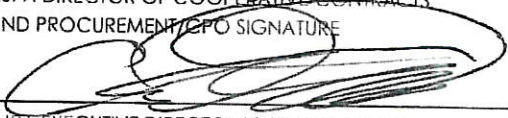
The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration



VENDOR AUTHORIZED SIGNATURE

Shawn Parker

(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Deere & Company

Address: 2000 John Deere Run

City/State/Zip: Cary, NC. 27513

Telephone Number: 800-358-5010 Opt 2

E-mail Address: GovContractSupport@JohnDeere.com

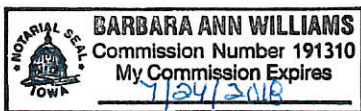
Authorized Signature: Judy Bess

Authorized Name (printed): Judy Bess

Title: Contract Administrator

Date: 6/19/17

Notarized



Subscribed and sworn to before me this 19th day of June, 20 17

Notary Public in and for the County of Folk State of Texas

My commission expires: 7/24/2018

Signature: Barbara Ann Williams



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Deere & Company

Questionnaire completed by: Michael Garrette, Judy Bess _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? - Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

John Deere offers financing and leasing options through John Deere Finance. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The RFP process will follow a Business-to-Government order process. NJPA member or John Deere dealer submits purchase order to John Deere Company for processing, noting the NJPA contract number on the PO and the Member's preferred delivering dealer. John Deere invoices Member upon delivery of product. Delivery of product is by the designated delivering dealer.

- 4) Do you accept the P-card procurement and payment process? No.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

See enclosed Warranty Statement. Warranty repairs and warranty claims will be completed and filed by the John Deere dealer.

You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor? See paragraph A of the Warranty Statement.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Per paragraph B of the enclosed warranty statement, the warranty term (time period and usage limits) varies by product.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for an premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related any defect covered under these warranties.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

The John Deere dealer network is able to service equipment throughout the U.S.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

We are only submitting equipment manufactured by John Deere.

- What are your proposed exchange and return programs and policies?

John Deere Exchanges and returns will not be permitted.

6) Describe any service contract options for the items included in your proposal.

We are not including service contract options with our proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

John Deere is responding to this RFP with a complete product offering for landscaping and grounds-related activities. The products include:

- Lawn & Garden tractors and attachments
- Professional mowing equipment, which includes zero turn radius mowers, commercial walk-behind mowers, commercial front mowers, and commercial wide-area mowers
- Utility Vehicles
- Compact Utility tractors and attachments
- Material Handling Attachments (tractor loaders)
- Rotary Cutters
- Golf and Turf equipment
- Frontier equipment

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). John Deere is offering product-category discounts. Please see Price Schedule attachment with proposal

9) Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Please see enclosed Price Schedule form along with product workbook literature on CD.

10) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. Please see enclosed Price Schedule.

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

___X___ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

We offer a Multiple Unit Discount (MUD) and the terms are as follows:

The contract discount plus the multiple unit discount equals the total discount. MUD is based on the following schedule:

3-4 units – 1%

5-6 units – 2%

7-8 units – 3%

9 units or more – 4%

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. Self-propelled products, with the exception of our utility vehicles, must be listed in the same tabbed price book section. Frontier Equipment is excluded from the Multiple Unit Discount.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”..

John Deere can certainly offer “Sourced Goods” to NJPA Members. What NJPA calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the NJPA Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”. For example, an NJPA Member could purchase a John Deere commercial mower, a canopy (non-contract) and a Tiger mower (allied) by utilizing the NJPA contract. The price of the canopy and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the NJPA member. The equipment will be FOB origin. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member. For all other deliveries within the continental US, the equipment will be FOB destination (the NJPA member will NOT be charged factory freight to the delivering dealer).

The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency’s location (charge should clearly indicated on agency purchase order or quote). Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the NJPA member. The equipment will be FOB origin. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member. For all other deliveries within the continental US, the equipment will be FOB destination (the NJPA member will NOT be charged factory freight to the delivery dealer).

The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency’s location (charge should be clearly indicated on agency purchase order or quote). Ordering agency may use the dealer for delivery, any pick-up the equipment, or may contract for delivery with anyone it chooses.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

For deliveries to Alaska or Hawaii (excludes Canada), factory freight to the delivering dealer will be paid by the NJPA member. The equipment will be FOB origin. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member. For all other deliveries within the continental US, the equipment will be FOB destination (the NJPA member will NOT be charged factory freight to the delivering dealer).

The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location (charge should be clearly indicated on agency purchase order or quote). Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal. None

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

The NJPA Member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The Member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the Member to get the issue resolved.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

John Deere will pay a 1% administrative fee.

Industry-Specific Questions

19) Describe the top three market differentiators of your products/services relative to this RFP category.

Our Dealer Network - John Deere dealers are one of our most important differentiators offering us a truly sustainable competitive advantage. They strive to ensure that every customer's needs are met and each and every customer has a rewarding John Deere experience.

Innovation - John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction, lawn and turf care, landscaping and irrigation.

Quality - John Deere is quality. Our founder, John Deere himself, summed it up best: "I will never put my name on a product that does not have the best that is in me." This is the core of our business philosophy.

20) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

Lawn care related equipment, Other forms of vegetation maintenance equipment, Snow removal equipment and supplies, Equipment associated with the removal of debris from grounds.

Signature: _____

Judy Best

Date: _____

6-20-17

PRICE SCHEDULE: CONTRACT 062117-DAC		
Price Page Tabs	Product Descriptions	Discounts off MSRP
L21	Residential Zero-Turn-Radius Mowers & Equipment	0%
L25	Lawn Tractors (E100's only) & Equipment	0%
L25	Lawn Tractors (X300's only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Fleet Management (golf)	14%
C39	Recreational Utility Vehicles & Equipment	13%
C40	Mid Duty Crossover Utility Vehicles & Equipment	13%
C41	High-Performance Utility Vehicles & Equipment	13%
C42	Gator Utility Vehicles & Equipment	16%
C47	HPX Utility Vehicles & Equipment	13%
C48	Implements for Utility Vehicles	13%
FRONTIER PRODUCTS		
Frontier	Cutting & Mowing	18%
Frontier	Tillage	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%
Frontier	Planting and Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build Your Own" and building the desired machine.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Florida Caribbean Cruise Assoc Inc for annual membership dues.

General fund.

Amount of Contract:

\$15,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210203 FCCA Agenda Package POs	Cover Memo	2/3/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/4/2021 - 3:13 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>5778</u>	2021	(F6020) CRUISE TERMINAL	ANNUAL MEMBERSHIP IN FLORIDA- CARIBBEAN CRUISE ASSOCIATION (SOLE SOURCE)	\$15,000.00	<u>(294038)</u> <u>FLORIDA-</u> <u>CARIBBEAN</u> <u>CRUISE ASSOC</u> <u>INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

=====	=====
Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005778-00 FY 2021 Acct No: 6020.70.00.0000.0000.0000.0000.42110. Review: Buyer: Status: Approved
	Page 1
=====	=====

Vendor
FLORIDA-CARIBBEAN CRUISE ASSOC INC
11200 PINES BLVD SUITE 201

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST

PEMBROKE PINES, FL 33026

MOBILE, AL 36602
GLENDA.CHAMBERS@CITYOFMOBILE.ORG

Tel#954-441-8881
Fax 954-441-3171

Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

-----	-----
Date Ordered	Vendor Number
Date Required	Ship Via
Terms	Department
-----	-----
01/29/21	294038
	CRUISE TERMINAL
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	PROFESSIONAL SERV NOC FCCA Platinum Membership Dues 02/17/2021-02/17/2022 Vendor Item Vendor Item No.: Inv. 17914	1.00 EACH	15000.00000	15000.00
1	6020.70.00.0000.0000.0000.0000.42110.			15000.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Requisition Link

Requisition Total 15000.00

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

Account	Amount	Remaining Budget
6020.70.00.0000.0000.0000.0000.42110.	15000.00	
CRUISE TERMINAL EXP		DUES & SUBSCRIPTION

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

=====	=====
Bill To	Requisition 00005778-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
FLORIDA-CARIBBEAN CRUISE ASSOC INC
11200 PINES BLVD SUITE 201

PEMBROKE PINES, FL 33026

Tel#954-441-8881
Fax 954-441-3171

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
GLENDA.CHAMBERS@CITYOFMOBILE.ORG

Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/29/21	294038				CRUISE TERMINAL
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
Approved	01/31/21 DONNA MICHELE STANLEY	Auto approved by: 9105paij		
Approved	01/31/21 DONALD ROSE	Auto approved by: 9105paij		
Approved	01/31/21 SANDRA LEWIS	Auto approved by: 9105paij		
Approved	01/31/21 HEATHER KIHYET	Auto approved by: 9105paij		
Approved	01/31/21 JOHN PAINE			

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

Add Change Order#2 to Contract #2882 with Harris Contracting Services, Inc., to provide and install exit light, replace wiring to light fixtures in bathroom due to corroded insulation on cables, pole mounted cobra head fixture, and replace nine (9) outside wall fixtures

Amount of Contract:

\$9,092.00

Funding Source

Project #

Project String 20002000-48010

Budget Amendment

REDUCE

INCREASE

\$9,092.00

Grant Funds

Discretionary Funds

Contract Number:2882

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	1/26/2021 - 5:10 PM
Capital	Hollins, Tiffany	Rejected	1/26/2021 - 4:30 PM
Architectural Engineering	Christensen, Brad	Approved	1/27/2021 - 8:26 AM
Capital	Hollins, Tiffany	Approved	1/27/2021 - 10:42 AM
Legal	Kern, Chris	Approved	2/2/2021 - 10:55 AM

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:09
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

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

Purpose and Scope of Project:

To accept Change Order No. 2 increasing the original contract by \$72,693.96; the total contract amount will change from \$5,905,316.95 to \$5,978,010.91 with this increase with John G. Walton Construction Co., Inc. The City Council of Mobile, Alabama, finds that the subject of this Resolution is either necessary to respond to COVID 19, or necessary to perform essential minimum functions of the Council.

Amount of Contract:

\$5,978,010.91 (with increase)

Funding Source

Project # C0425

Project String 20002000-48010

Budget Amendment

REDUCE

INCREASE

Discretionary Funds

Contract Number:2694

\$72,693.96

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/28/2021 - 1:30 PM
Capital	Hollins, Tiffany	Approved	1/28/2021 - 3:01 PM
Legal	Kern, Chris	Approved	1/28/2021 - 3:13 PM

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:09
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

Frederick D. Richardson, Jr., Council District 1

Purpose and Scope of Project:

Construction of sidewalks along Old Shell Road from Union Avenue to Hyland Avenue. It is essential to government operations to move the project forward and adhere to deadlines associated with TAP funding. This is a necessary essential function of the Council with regard to Public Works (Infrastructure).

Amount of Contract:

280,803.80

Funding Source

Project # Transportation Alternative Project

TAPMB-TA16(947) Old Shell Road Sidewalks from Union Ave to Hyland

Discretionary Funds

Project String 50015001.48010

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	1/29/2021 - 11:41 AM
Accounting	Daniels, Bettye	Approved	2/4/2021 - 1:29 PM
Legal	Kern, Chris	Approved	2/4/2021 - 3:03 PM

Legal

Kern, Chris

Approved

2/4/2021 - 3:04
PM

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:10
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Various Councilmembers & Mayor Stimpson

Purpose and Scope of Project:

To perform preventative maintenance & service on emergency generators at various City of Mobile facilities. This is essential to government operations due to safety & maintenance concerns at multiple City facilities.

Amount of Contract:

\$80,810.00 3-Year Total (Year 1=\$41,280.00 due, Year 2=\$19,440.00 due, Year 3=\$20,090.00 due

Funding Source

Project # Emergency Generators-Preventative
Maintenance & Service @ Various City Facilities SC- **Discretionary Funds**
034-20

Project String 10043037.42150

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	2/3/2021 - 7:44 AM
Budget	Sapp, Celia	Approved	2/3/2021 - 12:21 PM
			2/3/2021 - 4:55

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	2/3/2021 - 4:55 PM
Mayors Office	Barber, James	Approved	2/4/2021 - 3:11 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Councilmember Rich & Mayor Stimpson

Purpose and Scope of Project:

To provide a Seresco Dehumidifier replacement in the Therapy Pool Room at the Connie Hudson Senior Center. This is essential to government operations due to safety & maintenance concerns at the Connie Hudson Senior Center's Therapy Pool Room.

Amount of Contract:

\$28,460.00

Funding Source

Project # Connie Hudson Senior Center Therapy
Pool Room – Dehumidifier Replacement FM-129-21

Discretionary Funds

Project String C0563 (20002000-48010)

Contract Number:3126

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	2/3/2021 - 5:03 PM
Capital	Hollins, Tiffany	Approved	2/3/2021 - 5:28 PM
Mayors Office	Barber, James	Approved	2/4/2021 - 3:10 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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 \$109,678.50. This item is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Amount of Contract:

\$109,678.50

Funding Source

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

Discretionary Funds

Project String ALDOT Project #: STPMB-7508 (600)

Contract Number:3125

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

Grant Funds \$109,678.50 from ALDOT (City reimbursed at end of project)

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Draft Resolution	Resolution Letter	2/3/2021
COM & ALDOT ROW Agreement for McGregor Ave. Widening (STMP-7508(600))	Backup Material	2/3/2021
Jones Walker, LLP Letter of Engagement	Backup Material	2/3/2021
Executed Agreements Tracts		

10,14, 15, 18, 25, 26, 36, 38, Exhibit 39 and 41	2/3/2021
Deeds to Signed Agreements Tracts 10, 14, 15, and 18	2/3/2021
Deeds to Signed Agreements Tracts 25, 26, 36, 38, 39, and 41	2/3/2021
Tract Roll sheet	2/3/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	2/3/2021 - 12:26 PM
Capital	Hollins, Tiffany	Approved	2/3/2021 - 1:08 PM
Legal	Kern, Chris	Approved	2/3/2021 - 2:34 PM
Mayors Office	Barber, James	Approved	2/4/2021 - 3:10 PM

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 Deeds for the acquisition of right-of-way tracts for City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7508(600) McGregor Avenue Widening from Dauphin Street to Airport Boulevard as set out in the instruments attached hereto for the price of \$109,678.50.

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.

Be it finally resolved that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

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.

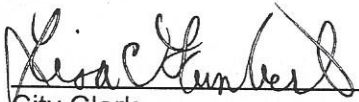
Name of Company: Alabama Department of Transportation

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:

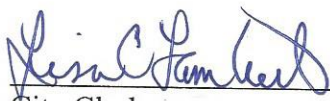
Right-of-Way Agreement for Project STPMB-7508 (), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

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.

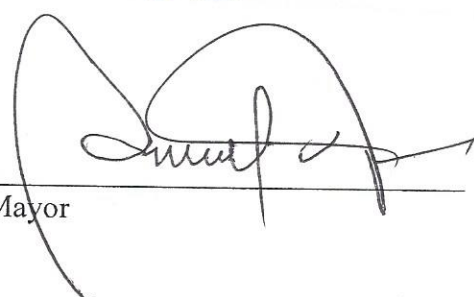
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

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

ATTESTED:



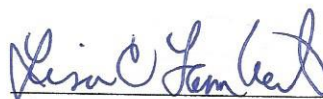
City Clerk



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.

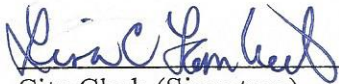
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement 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.

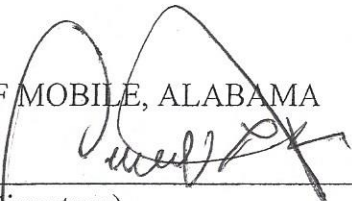
SEAL

ATTEST:


City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

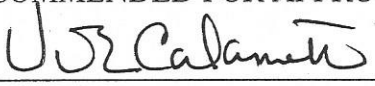
By: 
Mayor (Signature)

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,

7/18/90

Exhibit M

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 {MB308746N}

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,



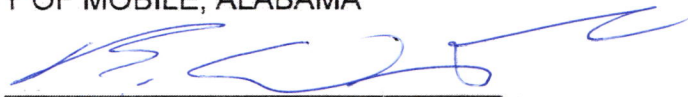
Kenneth A. Watson

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. 10TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Jonathan H. and Kristen W. Rudolph, 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. 10** 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 **\$4,500.00** 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:

Temporary Construction Easement 10 TCE 1 as shown on attached sketch

3. The party of the first part offered \$4,500.⁰⁰ total to the party of the second part for the above referenced property. The party of the second part counter offered with \$5,500.⁰⁰. 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 25th
day of June, 2020.

WITNESSES:

Kelly Schaffer

[Signature]
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

AGREEMENT
(Fee simple)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 14 PAR1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Haas Peake Wells and Huey Thomas Wells 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 from the party of the second part certain property, known as Right of Way Tract No. 14 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 property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$6,200.00** to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Right of Way 14 PAR 1 as shown on attached sketch

and excludes payment for the following items appraised as personally:
N/A

3. The party of the first part offered **\$6,200.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with **\$8,274.50**. The party of the first part accepts the counter offer.

4. 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 located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the

party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work: N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on _____.

8. Exceptions and additional conditions: _____

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 13th day of July, 2020.

WITNESSES:

Gathene L. L. L.
Rick L. L.

Has Peale Well

[Signature]
Land Owner(s)

[Signature]

LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 15PAR1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and John Day Peake III and Jason Guy McKenzie, 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 from the party of the second part certain property, known as Right of Way Tract No. 15 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 property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$21,100.00** to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Right of Way 15 PAR 1 as shown on attached sketch

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered **\$19,100.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with **\$21,100.00 plus the party of the first part agrees to pay all closing costs and fees arising out of this sale.** The party of the first part accepts the counter offer.

4. 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 located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the

party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work: N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on N/A.

8. Exceptions and additional conditions: _____

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 20 day of January, 2021.

WITNESSES:

Mary Lou Blake

Dan Day Beateh

[Signature]
John G. McKinn
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 15TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and John Day Peake III and Jason Guy McKenzie, 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. 15** 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 **\$4,900.00** to the party of the second part 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:

Temporary Construction Easement 15 TCE 1 as shown on attached sketch

3. The party of the first part offered **\$3,900.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with **\$4900.00 plus the original brick driveway shall be carefully removed within the scope of the work set forth herein and shall be placed back in a manner that resembles as close as possible to the existing plan.** 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 20
day of January, 2021.

WITNESSES:

Mary Lou Parks

John Van Beek Jr

J. V. K. M. T. N.
G. M. K. R.
Land Owner(s)

M. J. P.
LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 18TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Jabez, LLC.**, 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. 18** 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 **\$3,300.00** 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:

Temporary Construction Easement 18 TCE as shown on attached sketch.

3. The party of the first part offered \$3,300.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with see the Agreement for 18 PAR. 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.

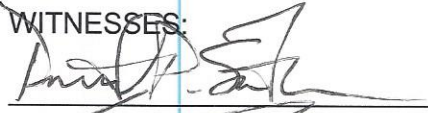
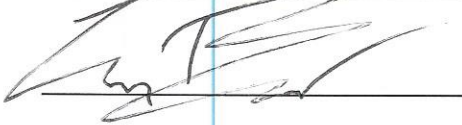
5. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements that were purchased by the party of the first part and are 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 10
day of July, 2020.

WITNESSES:



Land Owner(s)



LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 18PAR1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Jabez, LLC., 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 from the party of the second part certain property, known as Right of Way Tract No. 18 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 property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$24,200.00 to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Right of Way 18 PAR as shown on attached sketch.

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered \$24, 200.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with the amount offered plus fees that will be incurred according to lender. See attached email documenting additional fees of \$3500.00. The party of the first part accepts the counter offer.

4. 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 located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the

party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work:
N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on _____.

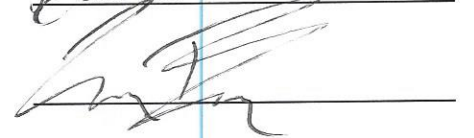
8. Exceptions and additional conditions: _____

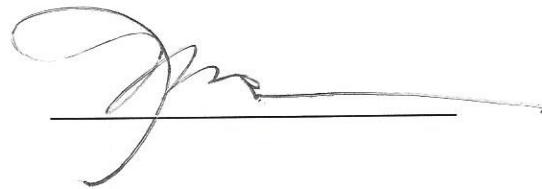
The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 10 day of July, 2020

WITNESSES:







Land Owner(s)



LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 25 TCE1, TCE2

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Owen Family Investments, LLC.**, party of the second part:

~~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. 25** 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 **\$5,700.00** to the party of the second part 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:

Temporary Construction Easements 25 TCE1 and 25 TCE2 as shown on attached sketch.

3. The party of the first part offered \$5,700.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with the amount offered plus a driveway access on the TCE 2 area (see attached sketch for approximate location). This property does not currently have access to McGregor Avenue. 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.

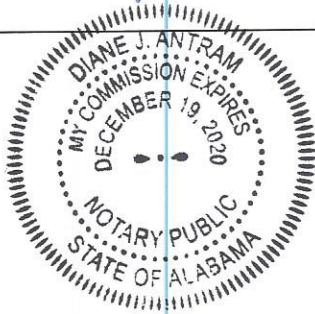
6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

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 2ND
day of July, 2020.

WITNESSES:

Diane J. Antram



Benjamin D. Hoxby

Bonnie M. Owen
Land Owner(s)

[Signature]

LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 26 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Genevieve O. Morris**, 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. 26** 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 **\$3,700.00** 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:

Temporary Construction Easement 26 TCE as shown on attached sketch

3. The party of the first part offered \$3,700.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with the amount offered plus funds (additional \$1600.00) to replace loss of privacy due to tree and brush removal and construction of sidewalk. Total of \$5300.00. See attached pictures and documentation. 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 2ND
day of JULY, 2020.

WITNESSES:

Diane J. Antram



Benjamin D. Moris

Land Owner(s)

[Signature]

LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 36 PAR1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Michael A. and Elizabeth G. Mathison**, 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 from the party of the second part certain property, known as Right of Way **Tract No. 36** 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 property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$8,500.00** to the party of the second party by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Tract 36 PAR 1 as shown on attached sketch

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered **\$8500.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with **\$10,300.00**. The party of the first part accepts the counter offer.

4. 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 located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the

party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work: N/A which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on _____.

8. Exceptions and additional conditions: _____

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 14TH day of DECEMBER, 2020.

WITNESSES:

Diane J. Antram



[Signature]

Elizabeth J. Matheson
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 36 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Michael A. and Elizabeth G. Mathison**, 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. 36** 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 **\$1,700.00** to the party of the second part 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:

Tract 36 TCE 1 as shown on attached sketch.

3. The party of the first part offered **\$1,700.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with N/A. 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.

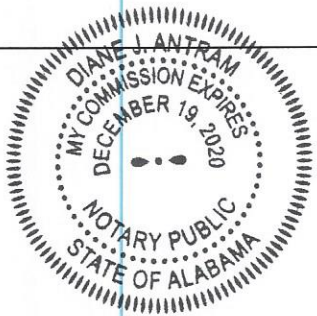
6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

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 14TH
day of DECEMBER, 2020.

WITNESSES:

Diane J. Antram



[Signature]

Elizabeth G. Mathison
Land Owner(s)

[Signature]

LPA Engineer or
designated representative

**AGREEMENT
(Temporary Construction Easement)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 38TCE1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Michael R. Barnett and Linda T. Barnett**, 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. 38** 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 **\$4,200.00** to the party of the second part 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:

Tract 38 TCE1 as shown on attached sketch.

3. The party of the first part offered \$4,200.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with an additional \$3900 to redirect their driveway to come out on the side street away from the traffic circle (see attached) Total = \$8,100.00. 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 14th
day of JULY, 2020.

WITNESSES:

Deane J. Outman

Winf L. Bant

Glenn T. Barnett
Land Owner(s)

WLF
LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

**Project No. STPMBF-7508(600)
Tract No. 39 PAR1**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Christopher G. and Heather I. Huffman**, 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 from the party of the second part certain property, known as Right of Way **Tract No. 39** 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 property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$2,300.00** to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Tract 39 PAR 1 as shown on the attached sketch.

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered **\$2,300.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with **\$4,504.00**. The party of the first part accepts the counter offer.

4. 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 located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the

party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work:
N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on _____.

8. Exceptions and additional conditions: _____

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 22nd day of October, 2020.

WITNESSES:

Whitney Tisdale

x 10.22.20
x Land Owner(s)

LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 41 TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Jon Simmons and Kimberly Donnellan**, 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. 41** 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 **\$3,300.00** 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:

Temporary Construction Easement 41 as shown on attached sketch.

3. The party of the first part offered **\$3,300.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with N/A. 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 19TH
day of JANUARY, 2021.

WITNESSES:

Tammy Reus
abairloff

Kimberly Donnell
JD
Land Owner(s)

MM
LPA Engineer or
designated representative

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)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 10

DATE:

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 SE ¼ of NW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 10 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southwest corner of Lot 3, Block 19, Resubdivision of Lots 10 to 26, Inclusive of Block 7, First Unit of Wimbledon, as recorded in Map Book 2, Page 40 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°43'06" E and along the south property line of said Lot 3 a distance of 118.09 feet to the acquired TCE line, which is the point of Beginning;

thence N 00°58'55" E and along said TCE line a distance of 139.93 feet to a point on the present west R/W line of McGregor Avenue (variable R/W);

thence following the curvature thereof an arc distance of 26.84 feet and along said present R/W line to a point on said present R/W line (said arc having a chord bearing of S 21°54'21" E, a clockwise direction, a chord distance of 26.19 feet, and a radius of 35.00 feet);

thence S 00°03'40" W and along said present R/W line a distance of 115.56 feet to Grantor's southeast property corner;

thence S 89°43'06" W and along Grantor's south property line a distance of 12.04 feet to the point of BEGINNING.

The described parcel contains 0.03 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.	14
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SE ¼ of NW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 14 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the southwest corner of Lot 9, First Unit of Wimbledon, Block 4, Resubdivision of Lots 1-5 Incl., Lots 15-18 Incl. & a portion of Lots 6 & 14, as recorded in Map Book 65, Page 91 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°46'18" E and along the south line of said Lot 9 a distance of 170.42 feet to a point on the acquired R/W line, which point is the point of BEGINNING;

thence N 00°33'57" E and along said acquired R/W line a distance of 55.42 feet to a point on said acquired R/W line (said point offset 50.00' LT of and perpendicular to project centerline at station 42+23.49);

thence following the curvature thereof an arc distance of 9.59 feet and along said acquired R/W line to a point on Grantor's north property line (said arc having a chord bearing of N 00°27'06" W, a counter clockwise direction, a chord distance of 9.59 feet, and a radius of 270.00 feet);

thence N 89°46'18" E and along Grantor's said north property line a distance of 9.25 feet to a point on the present west R/W line of McGregor Avenue (variable R/W);

thence S 00°07'18" W and along said present R/W line a distance of 65.00 feet to Grantor's south property line;

thence S 89°46'18" W and along Grantor's said property line a distance of 9.58 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, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the
_____ day of _____, 20____.

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____.

McCreary & Williams
NOTARY PUBLIC
STATE OF ALABAMA
My Comm. Expires 12-31-2010
My Comm. No. 12345
My Seal No. 12345
My Seal Expires 12-31-2010
My Seal No. 12345
My Seal Expires 12-31-2010

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

WARRANTY DEED

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 SCHAFFER, 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.	15
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SE ¼ of NW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 15 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the southwest corner of Lot 3, First Unit of Wimbledon, Block 4, Resubdivision of Lots 1-5 Incl., Lots 15-18 Incl. & a portion of Lots 6 & 14, as recorded in Map Book 65, Page 91 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°46'18" E and along the south line of said Lot 3 a distance of 215.00 feet to the Southeast corner of said Lot 3 and the acquired R/W line;

thence S 22°49'32" E and along said acquired R/W line a distance of 16.65 feet to a point on said acquired R/W line, (said point offset 156.21' LT and perpendicular to project centerline at station 43+98.00);

thence S 03°32'24" E and along said acquired R/W line a distance of 28.09 feet to a point on said acquired R/W line (said point offset 163.37' LT and perpendicular to project centerline at station 43+80.28);

thence N 87°04'04" E and along said acquired R/W line a distance of 118.71 feet to a point on said acquired R/W line, which point is the point of BEGINNING;

thence N 87°04'04" E and along Grantor's north property line a distance of 28.21 feet to the present west R/W line of McGregor Avenue (variable R/W);

thence S 00°07'18" W along said present R/W line a distance of 93.51 feet to a point on Grantor's south property line;

thence S 89°46'18" W and along Grantor's said property line a distance of 9.25 feet to a point on said acquired R/W line;

thence following the curvature thereof an arc distance of 94.47 feet and along said acquired R/W line to a point the point of BEGINNING (said point offset 50' LT of and perpendicular to project centerline at station 43+45.74) (said arc having a chord bearing of N 11°29'33" W, a counter clockwise direction, a chord distance of 93.99 feet, and a radius of 270.00 feet).

The described parcel contains 0.03 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, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from

any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the

_____ day of _____, 20____.

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

WARRANTY DEED

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)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 15

DATE:

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 SE ¼ of NW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 15 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southwest corner of Lot 3, First Unit of Wimbledon, Block 4, Resubdivision of Lots 1-5 Incl., Lots 15-18 Incl. & a portion of Lots 6 & 14, as recorded in Map Book 65, Page 91 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°46'18" E and along the south line of said Lot 3 a distance of 215.00 feet to the Southeast corner of said Lot 3 and the acquired R/W line;

thence S 22°49'32" E and along said acquired R/W line a distance of 16.65 feet to a point on said acquired R/W line, (said point offset 156.21 LT and perpendicular to project centerline at station 43+98.00);

thence S 03°32'24" E and along said acquired R/W line a distance of 28.09 feet to a point on said acquired R/W line (said point offset 163.37 LT and perpendicular to project centerline at station 43+80.28);

thence N 87°04'04" E and along said acquired R/W line a distance of 77.65 feet to a point on the acquired TCE line, which point is the point of BEGINNING, (said point being 89.25 LT of and perpendicular to the project centerline at station 43+57.98)

thence N 87°04'04" E and along said acquired R/W line a distance of 41.05 feet to a point on said acquired R/W line, (said point being 50.00 LT of and perpendicular to the project centerline at station 43+45.74)

thence following the curvature thereof an arc distance of 31.06 feet and along said acquired R/W line to a point on said acquired TCE line (said point being 50.00' LT of and perpendicular to the project centerline at station 43+10.00) (said arc having a chord bearing of S 18°13'13" E, a clockwise direction, a chord distance of 31.04 feet, and a radius of 270.00 feet);

thence S 75°04'32" W and along said acquired TCE line a distance of 40.00 feet (said point being 90.00' LT of and perpendicular to the project centerline at station 43+10.00);

thence following the curvature thereof an arc distance of 21.52 feet and along said acquired TCE line to a point on said acquired TCE line (said arc having a chord bearing of N 17°36'19" W, a counter clockwise direction, a chord distance of 21.51 feet, and a radius of 230.00 feet);

thence following the curvature thereof an arc distance of 18.06 feet and along said acquired TCE line to the point of BEGINNING (said arc having a chord bearing of N 17°53'25" W, a clockwise direction, a chord distance of 18.06 feet, and a radius of 216.00 feet).

The described parcel contains 0.03 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.	18
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 18 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the southeast corner of Lot 1, McGregor Square, Resubdivision of Lot 1 and Addition to, as recorded in Map Book 104, Page 66 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 89°52'12" W along the south line of said Lot 1 and the present north R/W line of Airport Boulevard (variable R/W) a distance of 219.42 feet to a point on the acquired R/W line; which point is the point of BEGINNING (said point offset 66.50' RT of and perpendicular to project centerline at station 10+23.50);

thence S 89°52'12" W and along said present R/W line a distance of 5.79 feet to a point on said present R/W line;

thence following the curvature thereof an arc distance of 39.73 feet and along said present R/W line to a point on the present east R/W line of McGregor Avenue (variable R/W) (said point offset 66.50' RT of and perpendicular to project centerline at station 10+23.50) (said arc having a chord bearing of N 44°35'48" W, a clockwise direction, a chord distance of 35.68 feet, and a radius of 25.00 feet);

thence N 00°56'12" E and along said present R/W line a distance of 176.99 feet to a point on the acquired R/W line;

thence following the curvature thereof an arc distance of 3.43 feet and along said acquired R/W line to a point on said acquired R/W line (said arc having a chord bearing of N 54°38'04" E, a clockwise direction, a chord distance of 3.43 feet, and a radius of 40.19 feet);

thence S 00°56'14" W and along said acquired R/W line a distance of 175.41 feet to a point on said acquired R/W line (said point offset 38.00' RT of and perpendicular to project centerline at station 10+52.00)

thence S 44°03'46" E and along said acquired R/W line a distance of 40.30 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, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from

any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the

_____ day of _____, 20____.

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

WARRANTY DEED

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)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 18

DATE:

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 SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 18 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, McGregor Square, Resubdivision of Lot 1 and Addition to, as recorded in Map Book 104, Page 66 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 89°52'12" W along the south line of said Lot 1 and the north R/W line of Airport Boulevard (variable R/W) a distance of 219.42 feet to a point on the acquired R/W line (said point offset 66.50' RT of and perpendicular to project centerline at station 10+23.50);

thence N 44°03'46" W and along said acquired R/W line a distance of 40.30 feet to a point on said acquired R/W line (said point offset 38.00' RT of and perpendicular to project centerline at station 10+52.00)

thence N 00°56'14" E and along said acquired R/W line a distance of 154.52 feet to a point on the acquired TCE line and the point of BEGINNING (said point offset 38.00' RT of and perpendicular to project centerline at station 12+06.52)

thence N 00°56'14" E and along said acquired R/W line a distance of 20.89 feet to a point on said acquired TCE line;

thence following the curvature thereof an arc distance of 23.95 feet and along said acquired TCE line to a point on said acquired TCE line (said arc having a chord bearing of N 74°09'16" E, a clockwise direction, a chord distance of 23.60 feet, and a radius of 40.19 feet);

thence S 01°02'52" W and along said acquired TCE line a distance of 5.20 feet to a point on said acquired TCE line;

thence S 46°02'52" W and along said acquired TCE line a distance of 31.88 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)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 25

DATE:

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 2:

A part of the NW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 25 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the northeast corner of Lot 1, J&D Subdivision, as recorded in Map Book 73, Page 93 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 88°59'13" W and along the north line of said Lot 1 a distance of 99.11 feet to a point on the acquired R/W line (said point offset 40.00' RT and perpendicular to project centerline at station 25+93.98);

thence following the curvature thereof an arc distance of 42.04 feet and along said acquired R/W line to a point on said acquired R/W line (said point offset 40.00' RT and perpendicular to project centerline at station PT 26+38.31) (said arc having a chord bearing of N 00°39'24" W, a clockwise direction, a chord distance of 42.04 feet, and a radius of 735.00 feet);

thence N 00°58'55" E and along said acquired R/W line a distance of 337.73 feet to a point on Grantor's south property line; which point is the point of BEGINNING;

thence N 89°04'52" W and along Grantor's said property line a distance of 9.45 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°55'18" E and along said present R/W line a distance of 76.24 feet to a point on Grantor's north property line;

thence S 89°04'52" E and along Grantor's said property line a distance of 9.53 feet to a point on said acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 76.24 feet to the point of BEGINNING.

The described parcel contains 0.02 acre, more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 OF 2:

A part of the NW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 25 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the northeast corner of Lot 1, Spring Place Subdivision, as recorded in Map Book 115, Page 78 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°04'52" W and along the north line of said Lot 1 a distance of 154.94 feet to a point on the acquired TCE line, which point is the point of BEGINNING;

thence N 89°04'52" W and along the north line of said Lot 1 a distance of 20.06 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°50'56" E and along said present R/W line a distance of 119.63 feet to a point on Grantor's north property line;

thence N 89°53'04" E and along Grantor's said property line a distance of 20.34 feet to a point on said acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 119.99 feet to the point of BEGINNING.

The described parcel contains 0.06 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)

ROW-FORM 6-A

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)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 26

DATE:

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 NW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 26 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 2, Spring Place Subdivision, as recorded in Map Book 115, Page 78 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°04'52" W and along the south line of said Lot 2 a distance of 170.14 feet to a point on the acquired TCE line;

thence S 00°58'55" W and along said acquired TCE line a distance of 156.01 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 8.29 feet to a point on said acquired TCE line (said point offset 35.00' RT and perpendicular to project centerline at station 32+00.00);

thence S 89°01'55" E and along said acquired TCE line a distance of 5.00 feet to a point on said acquired TCE line (said point offset 40.00' RT and perpendicular to project centerline at station 32+00.00);

thence S 00°58'55" W and along said acquired TCE line a distance of 147.72 feet to a point on Grantor's south property line;

thence N 89°04'52" W and along Grantor's said property line a distance of 9.53 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°55'18" E and along said present R/W line a distance of 156.01 feet to a point on Grantor's north property line;

thence S 89°04'52" E and along Grantor's said property line a distance of 4.70 feet to the point of BEGINNING.

The described parcel contains 0.03 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.	36
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SE ¼ of NW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 36 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the northwest corner of Lot 3, Wimbledon, First Unit, Resubdivision of Lots 13, 14 & 15, Block 1, as recorded in Map Book 110, Page 26 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 89°59'38" E and along the North line of said Lot 3 a distance of 27.02 feet to the present west R/W line of McGregor Avenue (variable R/W);

thence S 00°00'00" W and along said present R/W line a distance of 163.42 feet to a point on the present R/W line, which point is the point of BEGINNING;

thence S 00°00'00" W and along said present R/W line a distance of 24.17 feet to a point on the present R/W line;

thence following the curvature thereof an arc distance of 30.44 feet and along said present R/W line to a point on said present north R/W line of Wimbledon Drive East (variable R/W) (said arc having a chord bearing of S 61°58'42" W, a clockwise direction, a chord distance of 29.75 feet, and a radius of 41.16 feet);

thence following the curvature thereof an arc distance of 17.25 feet and along said present R/W line to a point on the acquired R/W line (said arc having a chord bearing of N 47°58'31" W, a counter clockwise direction, a chord distance of 17.25 feet, and a radius of 820.02 feet);

thence N 77°40'06" E and along said acquired R/W line a distance of 31.29 feet to a point on said acquired R/W line (said point being offset 43.17' LT and perpendicular to project centerline at Sta 46+43.17;

thence N 23°08'37" E and along said acquired R/W line a distance of 21.66 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, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby

conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the

_____ day of _____, 20____.

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

WARRANTY DEED

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. 36

DATE:

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 SE ¼ of NW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 36 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the northwest corner of Lot 3, Wimbledon, First Unit, Resubdivision of Lots 13, 14 & 15, Block 1, as recorded in Map Book 110, Page 26 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 89°59'38" E and along the north line of said Lot 3 a distance of 27.02 feet to the present west R/W line of McGregor Avenue (variable R/w);

thence S 00°00'00" W and along said present R/W line a distance of 81.46 feet to a point on the present R/W line, which point is the point of BEGINNING;

thence S 00°00'00" W and along said present R/W line a distance of 81.96 feet to a point on the acquired R/W line;

thence S 23°08'37" W and along said acquired R/W line a distance of 21.66 feet to a point on the acquired TCE line;

thence N 02°47'06" E and along said acquired TCE line a distance of 102.02 feet to a point on said acquired TCE line;

thence S 89°38'54" E and along said acquired TCE line a distance of 3.56 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. 38

DATE:

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. 38 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 4-A, Resubdivision of Lot 4, Dogwood Circle, as recorded in Map Book 14, Page 33 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 87°40'07" W and along the south line of said Lot 4-A a distance of 198.08 feet to a point on the acquired TCE line;

thence N 14°31'18" E and along said acquired TCE line a distance of 77.18 feet to a point on said acquired TCE line;

thence N 07°13'29" E and along said acquired TCE line a distance of 23.70 feet to a point on said acquired TCE line and on the Grantor's south property line; which point is the point of BEGINNING;

thence N 88°10'07" W and along Grantor's said property line a distance of 42.53 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°04'07" W and along said present R/W line a distance of 27.26 feet to a point on said acquired TCE line;

thence S 87°12'54" E and along said acquired TCE line a distance of 45.94 feet to a point on said acquired TCE line;

thence S 07°13'29" W and along said acquired TCE line a distance of 26.60 feet to the point of BEGINNING.

The described parcel contains 0.03 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.	39
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SE ¼ of SW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 39 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the northwest corner of Lot 2, Wimbledon Park Subdivision, as recorded in Map Book 38, Page 26 of the records in the office of the Judge of Probate, Mobile County, Alabama;

Thence S 89°22'51" E and along the north line of said Lot 2 a distance of 60.78 feet to the northeast corner of said Lot 2 and the present west R/W line of McGregor Avenue (variable R/W);

thence N 00°57'49" E and along said present R/W line a distance of 143.08 feet to a point on said present R/W line;

thence N 59°32'14" E and along said present R/W line a distance of 26.61 feet to a point on said present R/W line;

thence N 00°50'12" E and along said present R/W line a distance of 3.41 feet to a point on the acquired R/W line, which point is the point of BEGINNING (said point offset 38.63' LT and perpendicular to project centerline at station 21+40.00);

thence N 44°00'33" W and along said acquired R/W line a distance of 9.01 feet to a point on said acquired R/W line (said point offset 45.00' LT and perpendicular to project centerline at station 21+46.37);

thence N 00°59'27" E and along said acquired R/W line a distance of 37.39 feet to a point on said acquired R/W line (said point offset 45.00 LT and perpendicular to project centerline at station 21+83.76);

thence N 45°59'27" E and along said acquired R/W line a distance of 8.82 feet to a point on said present R/W line (said point offset 38.76' LT and perpendicular to project centerline at station 21+90.00);

thence S 00°50'12" W and along said present R/W line a distance of 50.00 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, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from

_____ day of _____, 20____.

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

WARRANTY DEED

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)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 41

DATE:

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 NE ¼ of SW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 41 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southwest corner of Lot 1, Resubdivision of Lot 4, Pinewood, Block 1, as recorded in Map Book 132, Page 101 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°42'17" E and along the south property line of said Lot 1 a distance of 407.94 feet to the acquired TCE line, which is the point of Beginning;

thence N 00°58'55" E and along said TCE line a distance of 99.78 feet to a point on Grantor's north property line (said line being the north line of Lot 1 of said Resubdivision of Lot 4, Pinewood, Block 1);

thence N 89°43'06" E and along Grantor's said north property line a distance of 14.95 feet to the present west R/W line of McGregor Avenue (variable R/W);

thence S 01°05'42" W and along said present R/W line a distance of 99.78 feet to Grantor's southeast property corner;

thence S 89°42'17" W and along Grantor's south property line a distance of 14.75 feet to the point of BEGINNING.

The described parcel contains 0.03 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.

Tract Summary

Sheet Number 4-1

Tract #	1	2	3	4	5
Grantor(s)	Pinebrook Investment, LLC	Wimbledon Park Common Area	Galloway, Annie S	Galloway, Annie S & Lee Ann	Lawrence, Jerry Bragg Jr. & Tanya Adams
Source DB/PG	5966 / 1856	38 / 26	2689 / 509	5692 / 1142	INST#2019010214
Deed or Calc.	Calc	Calc	Calc	Calc	Calc
Units	Acres	Acres	Acres	Acres	Acres
Total Before	15.05	0.08	1.25	1.99	0.97
Total Acquired	0.06	0.00	0.00	0.00	0.00
Total Remainder	14.99	0.08	1.25	1.99	0.97
<u>Part Acquired</u>					
Other	0.00	0.00	0.00	0.00	0.00
Parcel 1	0.06	0.00	0.00	0.00	0.00
Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	0.06	0.00	0.00	0.00	0.00
<u>Remainders</u>					
Remainder "A"	14.99	0.08	1.25	1.99	0.97
Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	14.99	0.08	1.25	1.99	0.97
<u>TCE</u>					
TCE 1	0.05	0.01	0.02	0.09	0.03
TCE 2	0.05	0.01	0.00	0.00	0.00
TCE 3	0.00	0.01	0.00	0.00	0.00
TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	0.10	0.03	0.02	0.09	0.03
Status					
Acquisition DB/PG					
Acquisition Date					

Tract Summary

Sheet Number 4-2

Tract #	Tract #	6	7	8	9	10
Grantor(s)	Grantor(s)	Catranis, Nick T & Ethel	Catranis, George Nicholas	McGee, Lawrence S Jr As Trustee	Greene, Edward C & Sarah S	Stevens, Bogue Elias & Kasandra A
Source DB/PG	Source DB/PG	6242 / 1438	6242 / 1430	6692 / 76	7224 / 1649	7224 / 940
Deed or Calc.	Deed or Calc.	Calc	Calc	Calc	Calc	Calc
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	0.97	0.97	1.99	2.19	0.44
Total Acquired	Total Acquired	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.97	0.97	1.99	2.19	0.44
<u>Part Acquired</u>	<u>Part Acquired</u>					
Other	Other	0.00	0.00	0.00	0.00	0.00
Parcel 1	Parcel 1	0.00	0.00	0.00	0.00	0.00
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.00	0.00	0.00	0.00	0.00
<u>Remainders</u>	<u>Remainders</u>					
Remainder "A"	Remainder "A"	0.97	0.97	1.99	2.19	0.44
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.97	0.97	1.99	2.19	0.44
<u>TCE</u>	<u>TCE</u>					
TCE 1	TCE 1	0.01	0.01	0.11	0.12	0.03
TCE 2	TCE 2	0.00	0.00	0.00	0.00	0.00
TCE 3	TCE 3	0.00	0.00	0.00	0.00	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.01	0.01	0.11	0.12	0.03
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					

Tract Summary

Tract #	Tract #	11	12	13	14	15
Grantor(s)	Grantor(s)	Hannon, Laura Murray	Murray, Mary H	Moses, John S & Marilyn L	Wells, Haas Peake & Huey Thomas Wells III	Peake, John Day III & McKenzie, Jason Guy
Source DB/PG	Source DB/PG	4435 / 629	4114 / 272	4078 / 737	6828 / 396	6683 / 1207
Deed or Calc.	Deed or Calc.	Calc	Calc	Calc	Calc	Calc
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	0.26	0.54	0.66	0.26	0.87
Total Acquired	Total Acquired	0.00	0.00	0.07	0.01	0.03
Total Remainder	Total Remainder	0.26	0.54	0.59	0.25	0.84
Part Acquired	Part Acquired					
Other	Slope Easement	0.00	0.00	0.00	0.00	0.00
Parcel 1	Parcel 1	0.00	0.00	0.07	0.01	0.03
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.00	0.00	0.07	0.01	0.03
Remainders	Remainders					
Remainder "A"	Remainder "A"	0.26	0.54	0.59	0.25	0.84
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.26	0.54	0.59	0.25	0.84
TCE	TCE					
TCE 1	TCE 1	0.04	0.07	0.08	0.00	0.03
TCE 2	TCE 2	0.00	0.00	0.00	0.00	0.00
TCE 3	TCE 3	0.00	0.00	0.00	0.00	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.04	0.07	0.08	0.00	0.03
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					

Tract Summary

Sheet Number 4-4

Tract #	Tract #	16	17	18	19	20
Grantor(s)	Grantor(s)	McKean, George H	Dumas, Mary Day Peake	Jabez, LLC	McGregor Square, LLC	Springhill Medical Complex, Inc
Source DB/PG	Source DB/PG	4254 / 1489	7192 / 1642	5577 / 1681	5266 / 1564,1580,1602	4124 / 462
Deed or Calc.	Deed or Calc.	Calc	Calc	Calc	Calc	Calc
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	0.36	1.13	1.41	11.72	0.97
Total Acquired	Total Acquired	0.36	0.67	0.02	0.10	0.08
Total Remainder	Total Remainder	0.00	0.46	1.39	11.62	0.89
<u>Part Acquired</u>	<u>Part Acquired</u>					
Other	Slope Easement	0.00	0.00	0.00	0.00	0.00
Parcel 1	Parcel 1	0.36	0.67	0.02	0.10	0.08
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.36	0.67	0.02	0.10	0.08
<u>Remainders</u>	<u>Remainders</u>					
Remainder "A"	Remainder "A"	0.00	0.46	1.39	11.62	0.89
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.00	0.46	1.39	11.62	0.89
<u>TCE</u>	<u>TCE</u>					
TCE 1	TCE 1	0.00	0.00	0.01	0.04	0.00
TCE 2	TCE 2	0.00	0.00	0.00	0.03	0.00
TCE 3	TCE 3	0.00	0.00	0.00	0.02	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.00	0.00	0.01	0.09	0.00
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					

Tract Summary

Sheet Number 4-5

Tract #	Tract #	21	22	23	24	25
Grantor(s)	Grantor(s)	Baldwin, Homer L & Dorothy B	Williams, John Byron & Julia Karcher	Cooner, William H & Ruth V	Wright, Bivian Trussel	Owen Family Investments, LLC
Source DB/PG	Source DB/PG	847 / 467	6859 / 941	3707 / 64	7099 / 1285	5369 / 1127
Deed or Calc.	Deed or Calc.	Calc	Calc	Calc	Calc	Calc
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	6.27	0.48	1.55	1.60	12.78
Total Acquired	Total Acquired	0.91	0.01	0.03	0.00	0.00
Total Remainder	Total Remainder	5.36	0.47	1.52	1.60	12.78
<u>Part Acquired</u>	<u>Part Acquired</u>					
Other	Slope Easement	0.10	0.00	0.00	0.00	0.00
Parcel 1	Parcel 1	0.81	0.01	0.03	0.00	0.00
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.91	0.01	0.03	0.00	0.00
<u>Remainders</u>	<u>Remainders</u>					
Remainder "A"	Remainder "A"	5.36	0.47	1.52	1.60	12.78
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	5.36	0.47	1.52	1.60	12.78
<u>TCE</u>	<u>TCE</u>					
TCE 1	TCE 1	0.40	0.02	0.01	0.05	0.02
TCE 2	TCE 2	0.00	0.00	0.00	0.00	0.06
TCE 3	TCE 3	0.00	0.00	0.00	0.00	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.40	0.02	0.01	0.05	0.08
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					

Tract Summary

Sheet Number 4-6

Tract #	Tract #	26	27	28	29	30
Grantor(s)	Grantor(s)	Morris, Geneveive O	Owen, William N III & Geneveive Owen Morris	Barrett Henley Livingston & Martha Morrisette & Livingston Gaines C/O Edwin Gaines	Rutledge, Lulie Morrisette	Ladd, Sam G
Source DB/PG	Source DB/PG	3244 / 965	5369 / 1155	6629 / 1189	6629 / 1197	2213 / 268
Deed or Calc.	Deed or Calc.	Calc	Calc	Calc	Calc	Calc
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	0.79	0.68	0.30	0.30	1.03
Total Acquired	Total Acquired	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.79	0.68	0.30	0.30	1.03
<u>Part Acquired</u>	<u>Part Acquired</u>					
Other	Slope Easement	0.00	0.00	0.00	0.00	0.00
Parcel 1	Parcel 1	0.00	0.00	0.00	0.00	0.00
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.00	0.00	0.00	0.00	0.00
<u>Remainders</u>	<u>Remainders</u>					
Remainder "A"	Remainder "A"	0.79	0.68	0.30	0.30	1.03
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.79	0.68	0.30	0.30	1.03
<u>TCE</u>	<u>TCE</u>					
TCE 1	TCE 1	0.03	0.02	0.03	0.03	0.01
TCE 2	TCE 2	0.00	0.00	0.00	0.00	0.00
TCE 3	TCE 3	0.00	0.00	0.00	0.00	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.03	0.02	0.03	0.03	0.01
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					

Tract Summary

Sheet Number 4-7

Tract #	Tract #	31	32	33	34	35
Grantor(s)	Grantor(s)	Ladd, Ernest F III	Odom, Ellen Radford Ladd	Ladd, Ernest F IV	Ladd, Samuel G, Milton A Ladd & Ernest F Ladd III	Ladd, Pelham Ladd, James M
Source DB/PG	Source DB/PG	6917 / 1097	6917 / 1097	6966 / 1135	7213 / 367	6104 / 1898
Deed or Calc.	Deed or Calc.	Calc	Calc	Calc	Calc	Calc
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	3.66	0.83	1.09	1.91	4.32
Total Acquired	Total Acquired	0.00	0.00	0.00	0.00	0.09
Total Remainder	Total Remainder	3.66	0.83	1.09	1.91	4.23
<u>Part Acquired</u>	<u>Part Acquired</u>					
Other	Slope Easement	0.00	0.00	0.00	0.00	0.03
Parcel 1	Parcel 1	0.00	0.00	0.00	0.00	0.06
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.00	0.00	0.00	0.00	0.09
<u>Remainders</u>	<u>Remainders</u>					
Remainder "A"	Remainder "A"	3.66	0.83	1.09	1.91	4.23
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	3.66	0.83	1.09	1.91	4.23
<u>TCE</u>	<u>TCE</u>					
TCE 1	TCE 1	0.02	0.01	0.01	0.01	0.23
TCE 2	TCE 2	0.00	0.00	0.00	0.00	0.00
TCE 3	TCE 3	0.00	0.00	0.00	0.00	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.02	0.01	0.01	0.01	0.23
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					

Tract Summary

Sheet Number 4-8

Tract #	Tract #	36	37	38	39	40
Grantor(s)	Grantor(s)	Mathison, Michael Elizabeth G	Faile, Sharon A	Bender, David L Jr	Isakson, Robert J & Doris C	Brown, Margaret D Huthcings
Source DB/PG	Source DB/PG	6569 / 1462	6135 / 52	6951 / 1791		31 / 58
Deed or Calc.	Deed or Calc.	Calc	Calc			
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	0.28	0.50	0.59	1.75	0.10
Total Acquired	Total Acquired	0.01	0.02	0.00	0.01	0.10
Total Remainder	Total Remainder	0.27	0.48	0.59	1.74	0.00
<u>Part Acquired</u>	<u>Part Acquired</u>					
Other	Slope Easement	0.00	0.00	0.00	0.00	0.00
Parcel 1	Parcel 1	0.01	0.02	0.00	0.01	0.10
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.01	0.02	0.00	0.01	0.10
<u>Remainders</u>	<u>Remainders</u>					
Remainder "A"	Remainder "A"	0.27	0.48	0.59	1.74	0.00
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.27	0.48	0.59	1.74	0.00
<u>TCE</u>	<u>TCE</u>					
TCE 1	TCE 1	0.01	0.06	0.03	0.00	0.00
TCE 2	TCE 2	0.00	0.00	0.00	0.00	0.00
TCE 3	TCE 3	0.00	0.00	0.00	0.00	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.01	0.06	0.03	0.00	0.00
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					

Tract Summary

Tract #	Tract #	41	42	43	49	50
Grantor(s)	Grantor(s)	Sumrall, Cristy	Ladd, Sam Gaillard Sr (Ind & As Trustee)	Ladd, Milton A Sr (Ind & As Trustee)		
Source DB/PG	Source DB/PG	7586 / 1423	7523 / 1277	7523 / 1277		
Deed or Calc.	Deed or Calc.					
Units	Units	Acres	Acres	Acres	Acres	Acres
Total Before	Total Before	0.97	0.75	0.75	0.00	0.00
Total Acquired	Total Acquired	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.97	0.75	0.75	0.00	0.00
Part Acquired	Part Acquired					
Other	Other	0.00	0.00	0.00	0.00	0.00
Parcel 1	Parcel 1	0.00	0.00	0.00	0.00	0.00
Parcel 2	Parcel 2	0.00	0.00	0.00	0.00	0.00
Parcel 3	Parcel 3	0.00	0.00	0.00	0.00	0.00
Parcel 4	Parcel 4	0.00	0.00	0.00	0.00	0.00
Total Parcels	Total Parcels	0.00	0.00	0.00	0.00	0.00
Remainders	Remainders					
Remainder "A"	Remainder "A"	0.97	0.75	0.75	0.00	0.00
Remainder "B"	Remainder "B"	0.00	0.00	0.00	0.00	0.00
Remainder "C"	Remainder "C"	0.00	0.00	0.00	0.00	0.00
Total Remainder	Total Remainder	0.97	0.75	0.75	0.00	0.00
TCE	TCE					
TCE 1	TCE 1	0.03	0.01	0.06	0.00	0.00
TCE 2	TCE 2	0.00	0.00	0.00	0.00	0.00
TCE 3	TCE 3	0.00	0.00	0.00	0.00	0.00
TCE 4	TCE 4	0.00	0.00	0.00	0.00	0.00
Total TCE	Total TCE	0.03	0.01	0.06	0.00	0.00
Status	Status					
Acquisition DB/PG	Acquisition DB/PG					
Acquisition Date	Acquisition Date					



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Michelle Melton, REAM

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel C. Daves

Purpose and Scope of Project:

Accept one (1) Permanent Sidewalk Easement from the University of South Alabama on University Boulevard as needed for Sidewalk Project #2021-3005-01. This item is necessary to perform essential minimum functions of the Council and delay or denial may interrupt city-wide sidewalk improvement projects.

Amount of Contract:

\$0.00

Funding Source

Project # Sidewalks #2021-3005-01

Discretionary Funds

Project String #2021-3005-01

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Permanent Sidewalk Easement from USA on University Blvd	Backup Material	2/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	2/1/2021 - 5:05 PM
Legal	Kern, Chris	Approved	2/2/2021 - 10:41 AM

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:11
PM

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, UNIVERSITY OF SOUTH ALABAMA, a public body corporate of the State of Alabama, the Grantor of the County and State aforesaid, in and for the consideration of \$10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to our property, the undersigned Grantor does hereby grant unto the said CITY OF MOBILE, its successors and assigns, the easements hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easements hereby granted, all of which are located in Mobile County, Alabama, are described as follows, to wit:

See "Exhibit A" attached hereto.

As shown on "Exhibit B" attached hereto.

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk. And for in consideration of the above, the Grantor does hereby release said CITY OF MOBILE from all consequential damages, present or prospective to the property of the Grantor.

[signature page to follow]

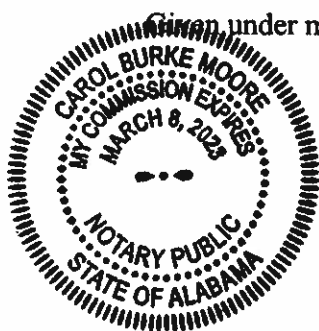
IN WITNESS WHEREOF, the undersigned has set their hands and seals, this the 29th
day of January, 2021.

UNIVERSITY OF SOUTH ALABAMA

G. Scott Weldon
By: G. Scott Weldon
Its: VP, Finance & Administration

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that **G. Scott Weldon**, as Vice President, Finance & Administration of the University of South Alabama, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that he executed the same voluntarily on the day the same bears date.



Given under my hand and seal this the 29th day of January, 2021.
Carol Burke Moore
Notary Public, State of Alabama
My Commission Expires: 3/8/23

Grantor:
University of South Alabama
c/o USA Properties
775 N. University Blvd
Mobile, AL 36608

Grantee:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633-1827

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-18

EXHIBIT "A"

TRACT 1 SIDEWALK EASEMENT

**A PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH,
RANGE 2 WEST MOBILE COUNTY ALABAMA.**

**BEGINNING AT A NAIL FOUND; SAID NAIL BEING SITUATED AT THE SOUTHEAST
CORNER OF LOT C-1, UNIVERSITY COMMERCIAL SUBDIVISION AS RECORDED IN
MAP BOOK 44 PAGE 82 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE
COUNTY, ALABAMA; THENCE RUN NORTH 43°42'09" WEST, ALONG THE EAST
RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD 172.89 FEET; THENCE RUN
ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1853.16 FEET,
AN ARC DISTANCE OF 822.57 FEET (THE CHORD BEARS NORTH 31°05'18"
WEST, AND MEASURES 815.84 FEET) TO THE SOUTHWEST CORNER OF LOT 1
KINGSWOOD S.C. SUBDIVISION AS RECORDED IN MAP BOOK 49 PAGE 4; THENCE
DEPARTING SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD RUN
ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG THE ARC OF A CURVE TO
THE LEFT HAVING A RADIUS OF 30.46 FEET, AN ARC DISTANCE OF 16.32 FEET
(THE CHORD BEARS SOUTH 87°22'51" EAST, AND MEASURES 16.13 FEET); THENCE
RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1838.16
FEET, AN ARC DISTANCE OF 778.38 FEET (THE CHORD BEARS SOUTH 30°41'03"
EAST, AND MEASURES 772.57 FEET); THENCE RUN SOUTH 46°16'14" WEST, 5.27
FEET; THENCE RUN SOUTH 43°42'09" EAST, 194.36 FEET TO A POINT ON THE EAST
LINE OF LOT C-1 UNIVERSITY COMMERCIAL SUBDIVISION; THENCE RUN SOUTH
0°27'40" WEST, ALONG SAID EAST LINE 14.35 FEET TO THE POINT OF BEGINNING
AND CONTAINING 0.32 ACRES MORE OR LESS. (13792 sq. ft.).**

EXHIBIT B

C1	C2	C3
Delta 25°25'56"	Delta 30°42'18"	Delta 24°15'44"
R 1853.16'	R 30.46'	R 1838.16'
T 418.17'	T 8.36'	T 395.11'
L 822.57'	L 16.32'	L 778.38'
C 815.84'	C 16.13'	C 772.57'
N31°05'18"W	S87°22'51"E	S30°41'03"E

R022805222001093.000
UNIVERSITY OF SOUTH ALABAMA
C/O USA PROPERTIES

KINGSWOOD S.C.
MAP BK 49 PG 4

LOT 2



R022805222001093.06
UNIVERSITY OF SOUTH ALABAMA
C/O USA PROPERTIES
UNIVERSITY COMMERCIAL SUBD.
S/D MBK 44 PAGE 82

BEGINNING AT A NAIL FOUND
MARKING THE SOUTHEAST
CORNER OF LOT C-1

LOT C-1

S46°16'14"W
5.27'

S43°42'09"E
194.36'

N43°42'09"W
172.89'

R022805222001093.020
LEDOUX ADRIENNE CENAC

S00°27'40"W
14.35'

"NOT A SURVEY"

McCrory Williams

Engineers Surveyors

3207 INTERNATIONAL DRIVE, SUITE G, MOBILE, ALABAMA 36606
PHONE: (251) 476-4720 FAX: (251) 476-4721

TRACT 1 SIDEWALK EASEMENT

SEC 22, T-4-S, R-2-W MOBILE AL.

SCALE: 1"=100'

DRAWN BY: RCL

DATE: 09-30-2020

JOB NO. V9316-2006

APPROVED BY: MJM

SHEET 1 OF 1



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Michelle Melton, REAM and Guy O'Connor, Engineering

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

Grant an easement to Alabama Power Company ("APCO") in order to install a guy wire on city parcel for a proposed pole in City ROW along Zeigler Blvd. This item is necessary to perform essential minimum functions of the City Council. Denial or delay of this Resolution may set back the current Zeigler Blvd road projects.

Amount of Contract:

\$0.00

Funding Source

Project # Zeigler Road Widening (Athey to Forest Hill) 2007-202-02

Discretionary Funds

Project String Zeigler Road Widening (Athey to Forest Hill) 2007-202-02

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Draft Resolution	Resolution Letter	2/3/2021
Alabama Power Company W.E. #A655314B320	Exhibit	2/3/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	2/3/2021 - 5:33 PM

Legal

Kern, Chris

Approved

2/4/2021 - 2:51
PM

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:11
PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilwoman Gina Gregory

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. #A655314B320, 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 DOLLARS (\$1.00), needed for the **ALABAMA POWER COMPANY** to install a guy wire to proposed pole within City of Mobile Right-of-Way along Zeigler Boulevard.

BE IT FURTHER RESOLVED that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

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

COMG AT NE COR OF SW 1/4 OF SE 1/4 SEC 8 T4S R2W TH S 00 DEG 03 MIN 30 SEC E & ALG E/L OF SD QTR 90 FT TO PT ON S/L OF S SERVICE RD OF ZEIGLER BLVD TH S 89 DEG 55 MIN 45 SEC W & ALG S/L OF SD SERVICE RD 100 FT TO POB TH S 00 DEG 03 MIN 30 SEC E & PAR WITH E/L OF SD QTR 300 FT TH S 89 DEG 55 MIN 45 SEC W & PAR WITH ZEIGLER BLVD 200 FT TH N 00 DEG 03 MIN 30 SEC W & PAR WITH E/L OF SD QTR 300 FT TO PT ON S/L OF SD SERVICE RD TH N 89 DEG 55 MIN 45 SEC E & ALG S/L OF SERVICE RD 200 FT TO POB #SEC 08.

The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. New facilities as highlighted in yellow on the Engineer's drawing.

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

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground**. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, guy wires, guy anchors, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A6553-20-A020** 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

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 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.

E. 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.

F. 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.

G. 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. H. 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.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. 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 William S. Simpson, as its Mayor and _____, as its City Clerk, and its corporate seal to be hereunto 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 _____, 2021.

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By:

Its: Mayor

ALABAMA POWER COMPANY

By:

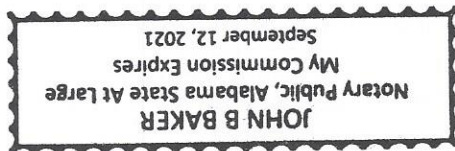
Its: Team Leader

John B. Baker

STATE OF ALABAMA
COUNTY OF MOBILE

I, John B. Baker, 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 3rd day of February, 2021.



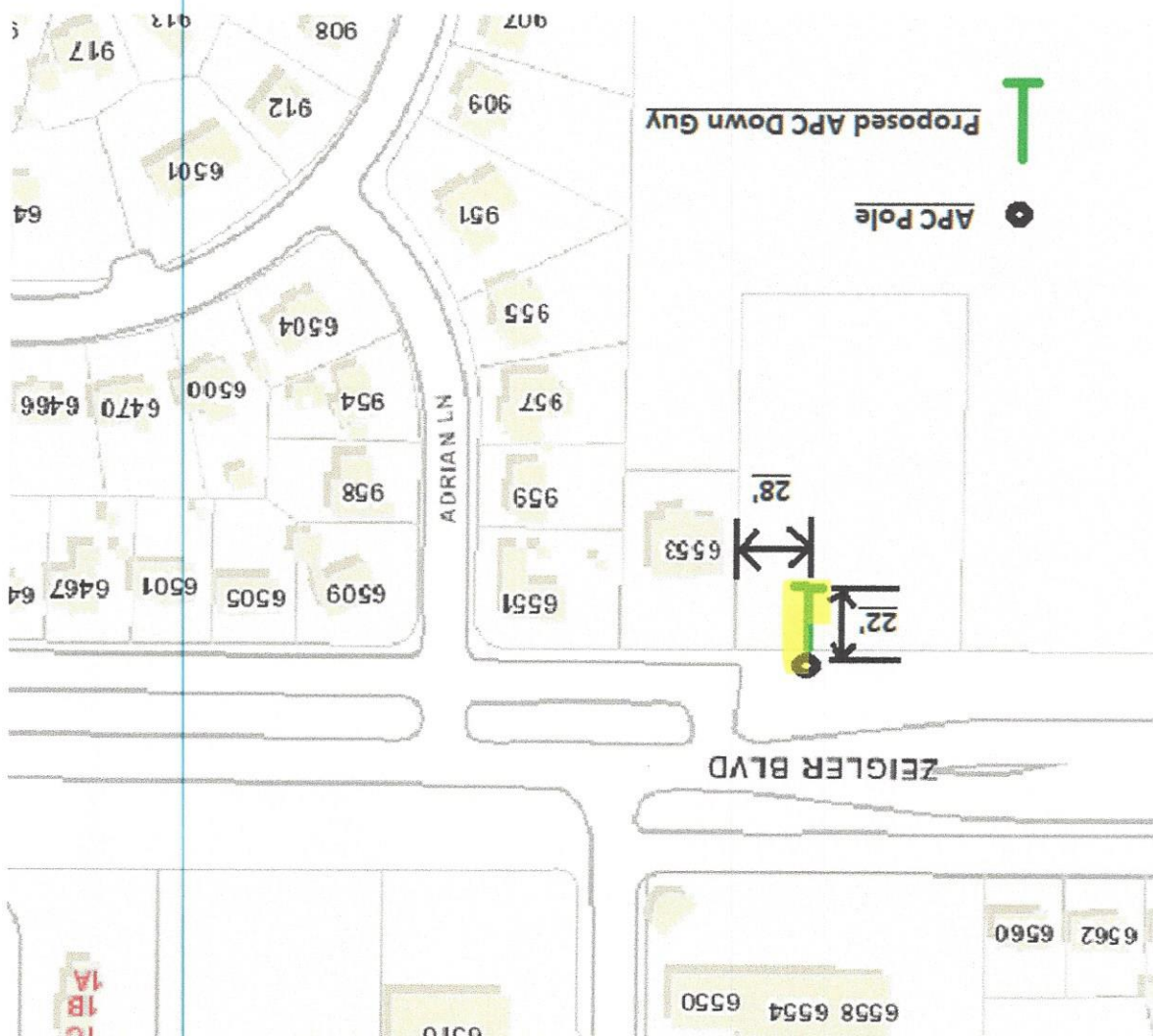
John B. Baker
Notary Public-State at Large
My Commission Expires: 09-12-2021

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 _____, 2021.

Notary Public
My Commission Expires: _____





AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize settlement of the claim of Aubrey Bernie Sawyer for personal injury from an accident with a City vehicle on 1/7/20, in the amount of \$14,750.00; to authorize settlement of the claim of Royale J. Reese for property damage from an accident with a City garbage truck on 1/6/21, in the amount of \$6,700.00; and to authorize settlement of the claim of Michael and Robin Freeman for property damage to their home on 10/28/20 when a large oak tree on the City right of way fell onto their property, in the amount of \$7,951.30.

Amount of Contract:

$\$14,750 + \$6,700 + \$7,951.30 = \$29,401.30$

Effective Date of Contract:

2/16/2021

Funding Source

Project # Resolution to settle claims

Discretionary Funds n/a

Project String n/a

Contract Number:72007200 - 42135 funding source

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	2/4/2021 - 3:54 PM

Legal

Merchant, Mary Ann

Approved

2/4/2021 - 2:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/8/2021 - 4:48
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/8/2021 - 4:57
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/11/2021 - 9:25
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Bagby & Russell Co Inc for parts and installation of 17 street lights in Battery Heights.

CIP

Amount of Contract:

\$151,172.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210209 Bagby Agenda Package POs	Cover Memo	2/9/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/11/2021 - 9:18 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1668</u>	2021	(2060) TRAFFIC ENGINEERING	PARTS AND INSTALLATION FOR 17 STREET LIGHTS IN BATTERY HEIGHTS (MOBILE COUNTY BID 133-20)	\$151,172.50	<u>(020320) BAGBY & RUSSELL ELECTRIC CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

MOBILE COUNTY CONTRACT 133-20 - ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE - JOINT PURCHASING AGREEMENT WITH CITY OF MOBILE

001	ITEM 4 - LED FIXTURE (ARM MOUNTED LUMINAIRE)	24.00 EACH	100.00000	2400.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			2400.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	ITEM 8 - SURGE ARRESTER OR FUSE HOLDER (POLE BASE FUSE HOLDER)	48.00 EACH	15.00000	720.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			720.00
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Bill To	Requisition 00001668-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
=====	=====

Vendor
BAGBY & RUSSELL ELECTRIC CO INC
5500 PLANTATON RD

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

THEODORE, AL 36582

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-443-5902
Fax 251-443-3882

Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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01/14/21	020320				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

003 ITEM 9 - REPLACEMENT TRAY CABLE	24.00 EACH	125.00000	3000.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			3000.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
 BAGBY & RUSSELL ELECTRIC CO INC
 5500 PLANTATON RD

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

THEODORE, AL 36582

MOBILE, AL 36604
 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-443-5902
 Fax 251-443-3882

Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
004 ITEM 15 - TYPE 1 JUNCTION BOX (13" X 24")	26.00 EACH	300.00000	7800.00

1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			7800.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

005 ITEM 18 - ELECTRICAL SERVICE	1.00 EACH	700.00000	700.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			700.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	ITEM 19 - INSTALL POLE 20 FT OR LESS ON FOUNDATION (ITEM SUPPLIED BY CITY)	17.00 EACH	500.00000	8500.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			8500.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
007	ITEM 22 - REMOVE POLE	7.00 EACH	1000.00000	7000.00

1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			7000.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

008	ITEM 28 - SET AND WIRE GROUND MOUNTED CABINET	1.00 EACH	1000.00000	1000.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			1000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	ITEM 39 - INSTALL (PULL) RUNS OF WIRE IN CONDUIT (CITY WILL SUPPLY WIRE)	4245.00 FOOT	4.50000	19102.50
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			19102.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
010	ITEM 46 - CONDUIT ABOVE GROUND 2" OR LESS	30.00 FOOT	15.00000	450.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			450.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
011	ITEM 47 - CONDUIT UNDERGROUND 2" OR LESS	200.00 FOOT	7.00000	1400.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			1400.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	ITEM 48 - DIRECTIONAL BORE 2" (CONTRACTOR TO INCLUDE HDPE CASING)	4500.00 FOOT	17.00000	76500.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			76500.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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013	ITEM 54 - TRAFFIC CONTROLLER PAD FOUNDATION INSTALLED	1.00 CUBIC YARD	1000.00000	1000.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			1000.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

014	ITEM 55 - ROADWAY LIGHTING POLE FOUNDATION INSTALLED	8.50 CUBIC YARD	1600.00000	13600.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			13600.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
015	ITEM 56 - TRAFFIC/ROADWAY POLE CONCRETE REMOVAL	2.00 CUBIC YARD	1500.00000	3000.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			3000.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 11
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
016	ITEM 57 - MISCELLANEOUS CONCRETE INSTALLED	2.00	2500.00000	5000.00
	1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			5000.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	151172.50
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0477 .CONSTRUCTN.	151172.50	55386.29

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	151172.50	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 12
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	01/14/21	MARYBETH BERGIN	
Approved	01/14/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	01/14/21	TIFFANY HOLLINS	
Approved	01/14/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	01/14/21	RELYA MALLORY	Auto approved by: 910514227
Forward	02/08/21	JOHN PAINE	
Queued	01/14/21	DONNA MICHELE STANLEY	
Queued	01/14/21	DONALD ROSE	
Queued	01/14/21	SANDRA LEWIS	
Queued	01/14/21	HEATHER KIHYET	

Authorized By: _____ Date: _____

Signature

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Lamberson

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

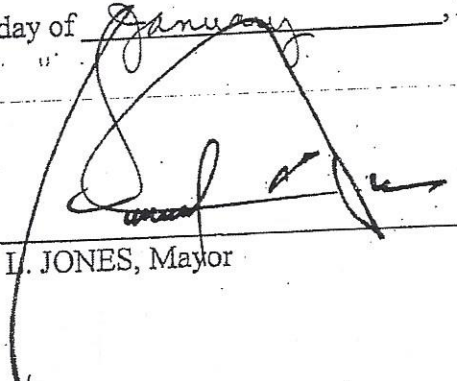
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

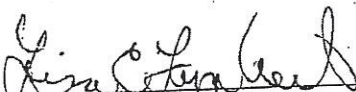
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2009¹⁰



SAMUEL L. JONES, Mayor

ATTEST:



Lisa C. Lumbert
City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

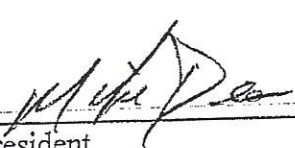
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

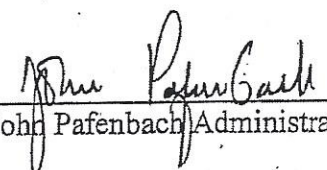
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰9.


Mike Dean, President

ATTEST:


John Pafenbach Administrator

MOBILE COUNTY COMMISSION

205 Government Street 8TH Fl. South
Mobile, Alabama 36644

BID INVITATION

BID NO. 133-20

SEPTEMBER 4, 2020

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:

ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2021.

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent 251-574-8613, 205 Government St. 8th Fl. S., Mobile, Alabama 36644, to or at bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$15,000: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall provide proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at mobilecountyal.gov.

This inquiry is to establish a price and a source of supply for the above listed items by Mobile County Commission and the incorporated areas therein. Purchases by political subdivisions are optional with those agencies.

THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY _____ TERMS 45 DAYS You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. SEPTEMBER 30, 2020.

ALL BIDS MUST BE SEALED, THE WORD "BID", THE BID NUMBER AND THE NAME OF THE ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE. BIDS WILL BE RECEIVED BY THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION



GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum
of \$ see attached list.

Delivery can be made in 30 days from receipt of award.

RESPECTFULLY

BY 

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Bagby & Russell Electric Company, Inc.
5500 Plantation Road, Theodore, AL 36582

as Principal, hereinafter called the Principal, and Harco National Insurance Company
702 Oberlin Road, Raleigh, NC 27605-0800

a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto Mobile County Commission
P.O. Box 1443, Mobile, AL 36633

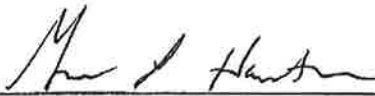
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Annual Roadway Lighting, Traffic Signal, and Traffic Detection
Maintenance for Mobile County Public Works

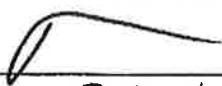
NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 30th day of September, 2020

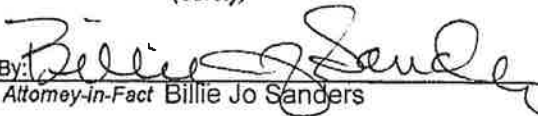

(Witness)


Thomas J. Gentile (Witness)

Bagby & Russell Electric Company, Inc.

(Principal) (Seal)
By:  President
Richard A. Russell (Title)

Harco National Insurance Company

(Surety) (Seal)
By: 
Attorney-in-Fact Billie Jo Sanders (Title)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # Bid Bond

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MILTON A. KOPF, THOMAS J. GENTILE, BILLIE JO SANDERS, PAUL B. SCOTT, JR., DAVID J. DURDEN

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 30, 2020

Irene Martins, Assistant Secretary

IMPORTANT

THIS DOCUMENT MUST BE COMPLETED, SIGNED AND RETURNED
WITH YOUR BID

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-13-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at www.uscis.gov/everify and www.Verify.Alabama.gov.

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

_____ (company name) has no employees in
the State of Alabama

Or

BAGBY & RUSSELL ELECTRIC CO., INC. (company name) is enrolled in E-Verify and a copy of the electronically signed signature page of the company's Memorandum of Understanding is attached.

9-30-20
Date

Signature

Rubert A. Ransom

President
Title

MOBILE COUNTY COMMISSION

BID FORM

Date: 09/30/20

BID # 133-20

ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL AND TRAFFIC DETECTION MAINTENANCE BID FOR
MOBILE COUNTY PUBLIC WORKS:

Name of Company: BAGBY & RUSSELL ELECTRIC CO., INC.

Company Representative Mat Mathews
(Print)

Company Representative Mat Mathews
(Signature)

Address 5500 PLANTATION ROAD, THEODORE, AL 36582

Phone Number (251) 214-4107 Fax Number ()

Federal ID Number

Email Address MM.BAGRUSDOT@outlook.com

Company Web Address WWW.BAGRUS.COM

Please attach a current W-9.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BAGBY & RUSSELL ELECTRIC CO., INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 5500 PLANTATION ROAD	Requester's name and address (optional)
	6 City, state, and ZIP code THEODORE, AL 36582	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
6	3	-	0	9	4	2	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mary L. Harrington

Date ► 5-11-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

General Specifications for Roadway Lighting, Traffic Signal, and Traffic Detection Maintenance Yearly Bid (For General Use, County-wide, As Requested)

This contract is, intended to provide maintenance service, repair, and/or installation of roadway lighting, traffic signal, and traffic detection components and systems for various locations in Mobile County. The County reserves the right to request any bidder to provide a list of references for work of a similar size, scope and nature in order to facilitate the bid evaluation process. Due to the nature of this contract, award will be made on an "All or None " basis to the recommended bidder, who during the course of our bid evaluation is found to be the lowest responsible bidder. In accordance with Section 41-16-59 of the Code of Alabama, the successful bidder on this solicitation is restrained from assigning or sub-contracting any portion of the work under this contract.

The County will place orders as needed. The Contractor shall provide all labor, equipment, material, and traffic control devices required as per M.U.T.C.D, recommendation at no additional cost to the unit prices to repair and/or install the attached list of items as requested by Mobile County's Work Orders, Quantities for each item will vary greatly, so unit cost will be the base cost. All prices will remain firm for the life of the contract. Some items of work (as shown) will be maintenance service, repair, and/or installation using materials supplied by Mobile County.

The work orders to the Contractor will consist of a detailed description of the work to be completed. The Contractor shall respond to each service call within 24 hours of notice by Mobile County.

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41.16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials. All ordering, billing, and other transactions by Mobile County shall be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

Supplies / Materials Provision In Emergency Situations

In the event of an emergency situation (any non-planned event), where Mobile County cannot supply the required materials for a timely completion of the emergency work for this event, the contractor may supply the materials.

The cost for these items shall be at the seller's price to the contractor and shall not include any contractor's markup. All items used in this emergency event shall be billed with the completion of the work. Included in the billing shall be a copy of the unit cost from the seller's billing (on their letterhead) to the contractor. If the contractor is unable to supply any necessary materials, the contractor shall immediately notify Mobile County.

This emergency situation will be granted to the City of Mobile (Joint Purchasing Agreement) only if the City of Mobile agrees to these terms with the contractor.

Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile. (See Joint Purchasing Agreement).

The work performed under this contract will require the following:

- In compliance with the latest edition of:
 - a. ALDOT Standard Specifications for Highway Construction
 - b. ALDOT Standard Drawings
 - a. Manual on Uniform Traffic Control Devices
 - d. NEC
- State of Alabama Licensed Electrical Contractor.
 - a. Pursuant to State of Alabama licensing requirements, each contractor must have a minimum of one (1) licensed master electrician on the payroll of the company. The master electrician must be a permanent, full-time employee of the contractor, in the employ of the contractor for a minimum of six (6) continuous months, and must have a verifiable work history as a licensed electrician for a minimum of three (3) years. Bidders must submit with their bid proof of licensing. Failure to comply will be cause for rejection of the bid,
 - b. Signal Work performed under this contract must be completed by a **Certified International Municipal Signal Association (IMSA) Level II Traffic Signal Technician**. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.
 - c. Roadway Lighting Work shall require a **Certified International Municipal Signal Association (IMSA) Level I Roadway Lighting Technician** with a

Journeyman's Electrical License from within the State of Alabama. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.

- d. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All materials shall be new and defect-free, and of a professional quality. All workmanship, products and materials are subject to inspection and approval by the County.
- e. Any non-electrical, non-signal work under this contract (ditching, trenching, auguring, etc.) may be performed by any skilled or non-skilled employee of the Contractor, at the Contractor's discretion.
- f. All materials (equipment items) which are to be replaced, will be returned to the Mobile County Traffic Maintenance Shop as directed by Mobile County.

• **State of Alabama Contractor's License**

- a. Bidder shall submit a copy of license with bid.
- b. The contractor shall be responsible for any damage, personal or property, caused by the use of vehicles, personnel, or equipment while engaged in this contract. The contractor shall pay for and maintain in force during the tenure of this contract, insurance, listed below. Mobile County shall be provided certified proof that such insurance is, in fact, in force for the length of the contract,

Coverage	Limits
Property Liability for	\$1,000,000 per occurrence
Bodily Injury and Property Damage	\$2,000,000 per aggregate
Auto Liability	\$1,000,000 per occurrence
Workman's Compensation	As required by Alabama State Law

All complaints shall be handled by the contractor, with a written resolution sent to Mobile County. Full records of complaints of damages, including action(s) taken, will be kept by both contractor and Mobile County. Mobile County will be informed in writing as to the disposition of all complaints as to their legitimacy and settlement. Mobile County shall be added as an additional insured on the insurance provided under this contract.

Life of Contract and Renewal

The length of this contract will be approximately one (1) year from the Date of Award with an expiration of September 30, 2021.

The County reserves the right to cancel the contract at any time with a thirty (30) day notice.

ITEMS TO BID

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply the materials / parts as shown in the item description.

The unit cost per item shall include all labor, equipment, delivery of item(s) to the project, minor materials required to install the item, and all required traffic control devices (as per the M.U.C.T.D.) for work zones inside the rights-of-way.

Should an item below no longer be produced by a supplier, an approved equal can be approved by Mobile County to be paid for at the same unit price of said item. The Contractor shall notify the County immediately should this occur as well as provide the necessary information required to assist the County in making this determination.

Roadway Lighting / Electrical Parts

Item #	Item Description (Item Supplied by County)	Unit Cost
1.	Ballast Kit / Driver	<u>100.⁰⁰</u> each
2.	HPS Lamp	<u>100.⁰⁰</u> each
3.	HPS Fixture (arm mounted luminaire)	<u>100.⁰⁰</u> each
4.	LED Fixture (arm mounted luminaire)	<u>100.⁰⁰</u> each
5.	Mounting Luminaire Arm to 28' Pole	<u>650.⁰⁰</u> each
6.	Mounting Luminaire Arm to Wood Pole	<u>650.⁰⁰</u> each
7.	Pole Base Fuse	<u>15.⁰⁰</u> each
8.	Surge Arrester or Fuse Holder	<u>15.⁰⁰</u> each
9.	Replacement Tray Cable	<u>125.⁰⁰</u> each
10.	Circuit Breakers	<u>50.⁰⁰</u> each
11.	Contactor	<u>100.⁰⁰</u> each
12.	Photo Cell	<u>100.⁰⁰</u> each
13.	Lighting Control Center Interior	<u>500.⁰⁰</u> each

14.	Control Transformer	<u>50.⁰⁰</u> each
15.	Type 1 Junction Box (13" x 24")	<u>300.⁰⁰</u> each
16.	Type 1 Junction Box (24"x24")	<u>1,000.⁰⁰</u> each
17.	Type 2 Junction Box	<u>250.⁰⁰</u> each
18.	Electrical Service	<u>700.⁰⁰</u> each

Poles

Item #	Item Description	Unit Cost
19.	Install Pole 20 ft or less on Foundation (Item Supplied by County)	<u>500.⁰⁰</u> each
20.	Install Pole between >20 ft to 50 ft on Foundation (Item Supplied by County)	<u>1,000.⁰⁰</u> each
21.	Install Mast Arm to Pole (Item Supplied by County)	<u>800.⁰⁰</u> each
22.	Remove Pole (Item Returned to County)	<u>1,000.⁰⁰</u> each
23.	Remove Mast Arm from Pole (Item Returned to County)	<u>1,000.⁰⁰</u> each
24.	Install Wood Pole (buried) (Item Supplied by County Typically 35 ft class 3)	<u>800.⁰⁰</u> each
25.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	<u>3,500.⁰⁰</u> each
26.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	<u>7,000.⁰⁰</u> each

Traffic Signal Components

Item #	Item Description (Item Supplied by County)	Unit Cost
27.	Set and Wire Pole Mounted Cabinet	<u>1,000.⁰⁰</u> each
28.	Set and Wire Ground Mounted Cabinet	<u>1,000.⁰⁰</u> each
29.	Set and Wire Traffic Signal Head (3-section)	<u>250.⁰⁰</u> each
30.	Set and Wire Traffic Signal Head (4-section)	<u>300.⁰⁰</u> each
31.	Set and Wire Traffic Signal Head (5-section)	<u>300.⁰⁰</u> each
32.	Set and Wire School Flasher (ground mount)	<u>400.⁰⁰</u> each
33.	Set and Wire School Flasher (aerial)	<u>600.⁰⁰</u> each
34.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	<u>300.⁰⁰</u> each
35.	Set and Wire Flashing Beacon (ground mount)	<u>350.⁰⁰</u> each
36.	Set and Wire Flashing Beacon (aerial)	<u>600.⁰⁰</u> each
37.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) - messenger, and/or signal, and/or detector)	<u>4.50</u> per foot
38.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	<u>4.50</u> per foot
39.	Install (pull) runs of wire in conduit (County will supply wire)	<u>4.50</u> per foot

Traffic Detection Components

Item #	Item Description	Unit Cost
40.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	<u>8.⁰⁰</u> per foot
41.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	<u>10.⁰⁰</u> per foot

42.	Loop Lead-In (Linear foot, saw cut) (Contractor to supply all materials)	<u>8.00</u> per foot
43.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	<u>8.00</u> per foot
44.	Set and Wire Video Detector (County to supply video detector parts)	<u>350.00</u> each
45.	Set and Wire Radar Detector	<u>350.00</u> each

Conduit

Item #	Item Description (Supplied by County)	Unit Cost
46.	Conduit Above Ground 2" or less	<u>15.00</u> per foot
47.	Conduit Under Ground 2" or less	<u>7.00</u> per foot
48.	Directional Bore 2" (Contractor to include HDPE casing)	<u>17.00</u> per foot
49.	Directional Bore 4" (Contractor to include HDPE casing)	<u>37.00</u> per foot
50.	Directional Bore 6" (Contractor to include HDPE casing)	<u>55.00</u> per foot
51.	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	<u>40.00</u> per foot
52.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	<u>60.00</u> per foot

Concrete Work

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

Concrete Work

Item #	Item Description	Unit Cost
53.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600⁰⁰</u> cu. yd.
54.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	<u>1,000⁰⁰</u> cu. yd.
55.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600⁰⁰</u> cu. yd.
56.	Traffic / Roadway Pole Concrete Removal (Removal to be 2 feet below existing ground)	<u>1,500⁰⁰</u> cu. yd.
57.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)	<u>2,500⁰⁰</u> cu. yd.
58.	Traffic Controller Pad Concrete Removal (Removal of complete pad)	<u>500⁰⁰</u> cu. yd.
59.	Miscellaneous Concrete Removal (County to direct location. This is for various intersection work)	<u>1,000⁰⁰</u> cu. yd.
60.	6" Core Drilling Concrete / Asphalt	<u>35⁰⁰</u> per Inch
61.	8" Core Drilling Concrete / Asphalt	<u>60⁰⁰</u> per Inch

Traffic Control Device Removal

Item to be delivered to Mobile County Traffic Maintenance Shop

Item #	Item Description	Unit Cost
62.	Pole Mounted Cabinet	<u>500.⁰⁰</u> each
63.	Ground Mounted Cabinet	<u>500.⁰⁰</u> each
64.	Traffic Signal Head (3-section)	<u>125.⁰⁰</u> each
65.	Traffic Signal Head (4-section)	<u>125.⁰⁰</u> each
66.	Traffic Signal Head (5-section)	<u>125.⁰⁰</u> each
67.	School Flasher (ground mount)	<u>175.⁰⁰</u> each
68.	School Flasher (aerial)	<u>300.⁰⁰</u> each
69.	Pedestrian Signal Head	<u>100.⁰⁰</u> each
70.	Luminaire Arm	<u>600.⁰⁰</u> each
71.	Remove Span Wire Assembly (aerial pole to pole)	<u>250.⁰⁰</u> each

Additional Services

Item #	Item Description	Unit Cost
72.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video / wireless panels, etc.)	<u>200.⁰⁰</u> each
73.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	<u>150.⁰⁰</u> each

74. Service Call (2 hour Response Time) for 200.⁰⁰ per hour
Normal business hours Monday to Friday 6am-6pm
(Items to include, but not limited to, diagnostic
And/ or service of: Traffic Controller, Detectors,
Power Supply, Cabinet Components, Aerial Components, etc.)
75. Service Call (2 hour Response Time) for 300.⁰⁰ per hour
Monday to Friday 6pm-6am, non-planned weekend event
or holiday.
(Items to include, but not limited to, diagnostic and/ or
Service of: Traffic Controller, Detectors, Power Supply,
Cabinet Components, Aerial Components, etc.)
76. 55' Bucket Truck Service 200.⁰⁰ per hour
(Includes operator)
77. Auger Truck Service 250.⁰⁰ per hour
(Includes operator)
78. Crane Rental-100 ft. boom 425.⁰⁰ per hour
(Includes operator)
79. Crane Rental- 200 ft. boom 775.⁰⁰ per hour
(Includes operator)
80. Traffic Control Scheme, to include 3,120.⁰⁰ each
One Lane Closure in accordance with latest
MUTCD on a county or city roadway
81. Traffic Control Scheme, to include 4,080.⁰⁰ each
Two Lane Closure in accordance with latest
MUTCD on a county or city roadway
82. Traffic Control Scheme, to include 3,120.⁰⁰ each
One Lane Closure in accordance with latest
MUTCD on an interstate highway



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www.bagrus.com

[illegible]

Grand Total	\$ 151,172.50
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**This Quote does not include Gross Receipts Tax. Nor does it include any Bond.
Bond may be included for an additional 1.25%**



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Deere & Company for 7 2021 JOHN DEERE Z950R 72IN ZERO TURN MOWERS (4 DIESEL, 3 GAS).

General fund (fleet capital)

Amount of Contract:

\$131,075.28

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210209 Deere Agenda Package POs	Cover Memo	2/9/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/11/2021 - 9:21 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2024 & 2025</u>	2021	(F7000) MOTOR POOL	7 2021 JOHN DEERE Z950R 72IN ZERO TURN MOWERS (4 DIESEL, 3 GAS) (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$131,075.28	<u>(295477) DEERE & COMPANY</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002024-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 ZERO TURN MOWER AS SPECIFIED: 2021 JOHN DEERE Z950R 72" DECK ZERO TURN MOWER, WITH GASOLINE ENGINE. 7 IRON PRO SIDE DISCHARGE DECK. 26X12N12 MICHELIN X TWEEL TURFS, ALLIED CANOPY-ALLIED STROBE KIT BNU10995 FRONT LIGHT (2) KIT DELUXE COMFORT SEAT WITH ARMREST SUNSOUTH SERVICE GUARNATEE NO CHARGE NEVER STOP LOANER GUARANTEE PRICE QUOTE AS PER SURCEWELL GROUNDS MAINTENACE CONTRACT 062117-DAC (PB NB CG 70) PER QUOTATION #23566583 DATED 2-2-2021 Additional Description Notes ----- 2021 JOHN DEERE Z950R 72" DECK ZERO TURN MOWER, WITH GASOLINE ENGINE. AS PER BID #5417. REQUESTED BY PARKS DEPARTMENT.	3.00 EACH	13747.52000	41242.56
1 2000.80.00.0000.0000.0000.0000.47120. E E0022 .VEHICLEEXP.			41242.56

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002024-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

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

Requisition Link

Requisition Total 41242.56

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

Account	Amount	Remaining Budget
E E0022 .VEHICLEEXP.	41242.56	175644.11

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.	41242.56	
CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	02/05/21	JOHN PAINE	GL Allocation changed
Approved	11/10/20	DANIEL OTTO	
Approved	02/05/21	DANIEL OTTO	
Approved	11/10/20	TIFFANY HOLLINS	
Approved	11/10/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	11/10/20	RELYA MALLORY	Auto approved by: 910514227
Approved	02/08/21	TIFFANY HOLLINS	
Approved	02/08/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	02/08/21	RELYA MALLORY	Auto approved by: 910514227
Approved	02/08/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	02/08/21	DONALD ROSE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002024-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/08/21 SANDRA LEWIS		Auto approved by: 9105paij	
Approved	02/08/21 HEATHER KIHYET		Auto approved by: 9105paij	
Approved	02/08/21 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002025-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

Ship To
MOTOR POOL
745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ZERO TURN MOWER AS SPECIFIED: 2021 JOHN DEERE Z997R DIESEL 72 INCH 7 IRON PRO SIDE DISCHARGE DECK. 26X12N12 MICHELIN X TWEEL TURFS, ALLIED CANOPY-ALLIED STROBE KIT TCB11281 FRONT LIGHT (2) KIT DELUXE COMFORT SEAT WITH ARMREST SUNSOUTH SERVICE GUARNATEE NO CHARGE NEVER STOP LOANER GUARANTEE PRICE QUOTE AS PER SURCEWELL GROUNDS MAINTENACE CONTRACT 062117-DAC (PB NB CG 70) PER QUOTATION #23566583 DATED 2-2-2021 Additional Description Notes ----- 2021 JOHN DEERE Z997R DIESEL 72 INCH 7 IRON PRO SIDE DISCHARGE DECK. 26X12N12 MICHELIN X TWEEL TURFS, ALLIED CANOPY-ALLIED STROBE KIT FRONT LIGHT (2) KIT DELUXE COMFORT SEAT WITH ARMREST SUNSOUTH SERVICE GUARNATEE NO CHARGE NEVER STOP LOANER GUARANTEE NO CHARGE FREIGHT AND LABOR FOR ALLIED ATTACHMENT INCLUDED IN PRICE. REQUESTED BY PARKS DEPARTMENT.	4.00 EACH	22458.18000	89832.72
1	2000.80.00.0000.0000.0000.0000.47120. E E0022 .VEHICLEEXP.			89832.72

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002025-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor DEERE & COMPANY 2000 JOHN DEERE RUN CARY, NC 27513 Tel#800-358-5010 OPT 2 Fax 309-749-2313	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
11/09/20	295477	11/09/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	89832.72
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0022 .VEHICLEEXP. .	89832.72	175644.11

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.	89832.72	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
CCancelled	02/05/21	JOHN PAINE	GL Allocation changed
Approved	11/10/20	DANIEL OTTO	
Approved	02/05/21	DANIEL OTTO	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002025-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved
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Page 3

Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	11/10/20 TIFFANY HOLLINS			
Approved	11/10/20 MARILYN MCMILLAN	Auto approved by: 910514227		
Approved	11/10/20 RELYA MALLORY	Auto approved by: 910514227		
Approved	02/08/21 TIFFANY HOLLINS			
Approved	02/08/21 MARILYN MCMILLAN	Auto approved by: 910514227		
Approved	02/08/21 RELYA MALLORY	Auto approved by: 910514227		
Approved	02/08/21 DONNA MICHELE STANLEY	Auto approved by: 9105paij		
Approved	02/08/21 DONALD ROSE	Auto approved by: 9105paij		
Approved	02/08/21 SANDRA LEWIS	Auto approved by: 9105paij		
Approved	02/08/21 HEATHER KIHYET	Auto approved by: 9105paij		
Approved	02/08/21 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

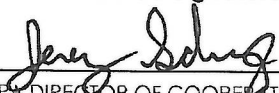
NJPA Contract #: 062117-DAC

Proposer's full legal name: Deere & Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration



VENDOR AUTHORIZED SIGNATURE

Shawn Parker

(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC

PRICE SCHEDULE: CONTRACT 062117-DAC		
Price Page Tabs	Product Descriptions	Discounts off MSRP
L21	Residential Zero-Turn-Radius Mowers & Equipment	0%
L25	Lawn Tractors (E100's only) & Equipment	0%
L25	Lawn Tractors (X300's only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Fleet Management (golf)	14%
C39	Recreational Utility Vehicles & Equipment	13%
C40	Mid Duty Crossover Utility Vehicles & Equipment	13%
C41	High-Performance Utility Vehicles & Equipment	13%
C42	Gator Utility Vehicles & Equipment	16%
C47	HPX Utility Vehicles & Equipment	13%
C48	Implements for Utility Vehicles	13%
FRONTIER PRODUCTS		
Frontier	Cutting & Mowing	18%
Frontier	Tillage	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%
Frontier	Planting and Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build Your Own" and building the desired machine.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Blue Rents Inc for tent set-up and rental for Civic Center drive-through Covid vaccination site.

General Fund.

Amount of Contract:

\$43,822.73

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210211 Blue Agenda Package POs	Cover Memo	2/11/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/11/2021 - 2:44 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>6412</u>	2021	(2560) PROCUREMENT	TENT SET UP AND RENTAL FOR CIVIC CENTER DRIVE-THROUGH COVID VAX SITE	\$43,822.73	<u>(24500) BLUE RENTS INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

Bill To	Requisition 00006412-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5025.10.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1

Vendor	Ship To
BLUE RENTS INC	CIVIC CENTER EXPO HALL
1601 E I-65 SERVICE RD S	401 CIVIC CENTER DRIVE

MOBILE, AL 36602

MOBILE, AL 36606

Tel#251-479-8502
Fax 251-479-8506

Deliver To
PROCUREMENT
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 408
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/11/21	024500				PROCUREMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
001	AS PER YOUR CONTRACT 75726-2 QUOTE RENTAL OF FOLLOWING EQUIPMENT FOR CIVIC CENTER COVID VACCINE SITE 2/5/2021-3/5/2021: 1 20X20 WEDD WHITE EUR TENT 1 40X90 FUTURE TRAC GABLE TENT 6 8X15 FUTURE TRAC SOLID WHITE PANELS 6 8X15 FUTURE TRAC 2 WINDOW PANELS 12 BLOCKS 1 40X120 FUTURE GABLE TENT FRAME 16 FUTURE TRAC 8X15 SOLID WHITE PANELS 16 BLOCKS 1 30X90 FUTURE TRAC GABLE TENT 12 FUTURE TRAC 8X15 SOLID WHITE PANELS 12 BLOCKS 1 30X75 EUREKA TENT FRAME 6 9X20 WHITE SIDE PANELS 12 BLOCKS 1 30X60 EUREKA TENT FRAME 6 9X20 WHITE SIDE PANELS 8 BLOCKS 10 50FT CAGED WHITE LIGHT STRINGS 6 6FTX18IN CONF TABLES	1.00 EACH	30560.00000	30560.00
1	5025.10.00.0000.0000.0000.0000.42200. E G-COVID19 .CATEGORY B.PROFTECHNC.			30560.00

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Bill To	Requisition 00006412-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5025.10.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
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Vendor
BLUE RENTS INC
1601 E I-65 SERVICE RD S

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

MOBILE, AL 36606

Tel#251-479-8502
Fax 251-479-8506

Deliver To
PROCUREMENT
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 408
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/11/21	024500				PROCUREMENT
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE
MOBILE, AL 36602

Deliver To
PROCUREMENT
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 408
MOBILE, AL 36644

004 DAMAGE WAIVER	1.00 EACH	2831.00000	2831.00
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1 5025.10.00.0000.0000.0000.0000.42200. E G-COVID19 .CATEGORY B.PROFTECHNC.	2831.00
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Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE
MOBILE, AL 36602

Deliver To
PROCUREMENT
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 408
MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006412-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 3
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Vendor BLUE RENTS INC 1601 E I-65 SERVICE RD S	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE
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MOBILE, AL 36606

Tel#251-479-8502
Fax 251-479-8506

MOBILE, AL 36602

Deliver To
 PROCUREMENT
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 408
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/11/21	024500				PROCUREMENT

LN Description / Account	Qty	Unit Price	Net Price
005 MOBILE RENTAL TAX	1.00 EACH	3867.98000	3867.98

1 5025.10.00.0000.0000.0000.0000.42200. E G-COVID19 .CATEGORY B.PROFTECHNC.	3867.98
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Ship To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602

Deliver To
 PROCUREMENT
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 408
 MOBILE, AL 36644

006 DELIVERY CHARGE	1.00 EACH	555.00000	555.00
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1 5025.10.00.0000.0000.0000.0000.42200. E G-COVID19 .CATEGORY B.PROFTECHNC.	555.00
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Ship To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602

Deliver To
 PROCUREMENT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006412-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 4
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Vendor BLUE RENTS INC 1601 E I-65 SERVICE RD S	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE
--	---

MOBILE, AL 36606

Tel#251-479-8502
Fax 251-479-8506

MOBILE, AL 36602

Deliver To
 PROCUREMENT
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 408
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/11/21	024500				PROCUREMENT

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 408 MOBILE, AL 36644			

007	SETUP CHARGE 1 HR 20X20 @\$90 1 ASPHALT REPAIR 40X90 @\$180 1 ASPHALT REPAIR 40X120 @210 1 ASPHALT REPAIR 30X90 @\$180 1 OUTSIDE LABOR 30X75 @\$180 1 OUTSIDE LABOR 30X60 @\$160 2.5 HR LIGHT SETUP @\$72.50=\$181.25 17 HR HOLIDAY @\$75=\$1,275 10.5 HR 40X90 @\$72.50= \$761.25 14 HR 40X120 @\$72. 50= \$1,015 8.5 HR 30X90 @\$72.50 = \$616.25 8.5 HR 30X75 @\$72.50 = \$616.25 7.5 HR 30X60 @\$72.50 = 543. 75	1.00 EACH	6008.75000	6008.75
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1	5025.10.00.0000.0000.0000.0000.42200. E G-COVID19 .CATEGORY B.PROFTECHNC.	6008.75
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Ship To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE
 MOBILE, AL 36602

Deliver To
 PROCUREMENT
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 408

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006412-00 FY 2021 Acct No: 5025.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Released	Page 5
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Vendor BLUE RENTS INC 1601 E I-65 SERVICE RD S	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE
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MOBILE, AL 36602

MOBILE, AL 36606

Tel#251-479-8502
Fax 251-479-8506

Deliver To
PROCUREMENT
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 408
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/11/21	024500				PROCUREMENT

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36644			

Requisition Link

Requisition Total 43822.73

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

Account	Amount	Remaining Budget
E G-COVID19 .CATEGORY B.PROFTECHNC.	43822.73	.00

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

Account	Amount	Remaining Budget
5025.10.00.0000.0000.0000.0000.42200.		

COVID-19 GRANTS EXP

PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Queued	02/11/21	SHERRY HORTON	
Queued	02/11/21	TAYLOR HARRIS	
Queued	02/11/21	REBECCA CHRISTIAN	
Queued	02/11/21	RANDY THREADGILL	
Queued	02/11/21	TAYLOR HARRIS	
Queued	02/11/21	REBECCA CHRISTIAN	
Queued	02/11/21	RANDY THREADGILL	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		HEATHER KIHYET	
Pending		JOHN PAINE	

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Bill To	Requisition 00006412-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5025.10.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 6
=====	=====

Vendor
BLUE RENTS INC
1601 E I-65 SERVICE RD S

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

MOBILE, AL 36606

Tel#251-479-8502
Fax 251-479-8506

Deliver To
PROCUREMENT
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 408
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/11/21	024500				PROCUREMENT
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature



STATE OF ALABAMA
PROCLAMATION
BY THE GOVERNOR

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

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

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

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

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

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

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

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

candidates and committees participating in the rescheduled primary runoff election.

II. School Closures

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

III. Open Meetings Act

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

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

IV. Procurement of emergency-related supplies

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

V. Reimbursement for certain state employees

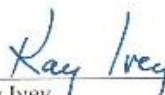
I proclaim that it is fair, reasonable, and appropriate that those State of Alabama employees who are required to perform response services away from their home base of operations be reimbursed for the actual expenses they incur while performing these services on behalf of the State of Alabama. Therefore,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

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

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

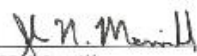


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal to be affixed by the Secretary of State at the State Capitol in the City of Montgomery on this 18th day of March, 2020.



Kay Ivey
Governor

ATTEST:



John H. Merrill
Secretary of State

RESOLUTION & PROCLAMATION OF EMERGENCY

Sponsored by: Mayor William S. Stimpson

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

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

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

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

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

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

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

Adopted: March 17, 2020



City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

John R. Peavy, Senior Director of Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To reallocate \$50,000.00 from Public Services Maintenance Hauling (10042086.42060) to Public Works Security Improvement, Capital Improvement Fund Project #C0462 to implement security upgrades at multiple Public Works facilities.

Funding Source

Project # C0462 Public Works Security Improvement

Discretionary Funds

Project String 20002000.42210

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 Works	Andrews, Kina	Approved	2/10/2021 - 3:56 PM
Capital	Hollins, Tiffany	Rejected	2/10/2021 - 3:18 PM
Budget	Sapp, Celia	Approved	2/11/2021 - 9:50 AM
Capital	Hollins, Tiffany	Approved	2/11/2021 - 10:57 AM
Mayors Office	Barber, James	Approved	2/11/2021 - 9:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Council members Levon C. Manzie and C.J. Small

Purpose and Scope of Project:

To accept a contract with Southern Earth Sciences, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council - Public Works (Infrastructure/Testing/other related services.)

Amount of Contract:

\$150,000.00

Funding Source

Project # C0323

Project String 20002000-48030

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

Grant Funds

Discretionary Funds

Contract Number:3129

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/8/2021 - 2:04 PM
Capital	Hollins, Tiffany	Approved	2/8/2021 - 5:03 PM
Legal	Kern, Chris	Approved	2/8/2021 - 5:21 PM
Mayors			2/11/2021 - 9:18

Office

Barber, James

Approved

AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Council-members Levon C. Manzie and C.J. Small

Purpose and Scope of Project:

To accept a contract with McCrory & Williams, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council - Public Works (Infrastructure/Consultant/other related services.)

Amount of Contract:

\$330,875.00

Funding Source

Project # C0323

Project String 20002000-48020

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

Grant Funds

Discretionary Funds

Contract Number:3130

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/8/2021 - 2:05 PM
Capital	Hollins, Tiffany	Approved	2/8/2021 - 5:19 PM
Legal	Kern, Chris	Approved	2/10/2021 - 12:37 PM

Mayors
Office

Barber, James

Approved

2/11/2021 - 9:16
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Brad Christensen, Real Estate Asset Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Resolution to authorize the Mayor to apply, accept and receive for the City of Mobile, from the Southern Rail Commission, a Notice of Award and Memorandum of Agreement, for grant assistance in the approximate amount of \$160,200.00 for an Alternate Site Analysis, needed to support the return of passenger rail service along the Gulf Coast; in the event this grant is received, the Council authorizes the expenditure in the approximate amount of \$80,100.00 for matching funds by the City of Mobile. This Resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Amount of Contract:

Grant in the amount of \$160,200.00, requiring a match of \$80,100.00 from the City of Mobile

Funding Source

Project # AM-101-17 Southern Rail Commission
Grant Resolution - Alternate Site Analysis

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
Real Estate Asset Management	Christensen, Brad	Approved	2/4/2021 - 4:12 PM

Accounting Daniels, Bettye

Approved

2/8/2021 - 1:05
PM

Legal Kern, Chris

Approved

2/8/2021 - 5:09
PM

Legal Kern, Chris

Approved

2/8/2021 - 5:09
PM

Mayors
Office Barber, James

Approved

2/11/2021 - 9:15
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/11/2021 -
11:14 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Fred Richardson	1 Case
Council District 2	Levon Manzie	5 Cases
Council District 3	C J Small	8 Cases
Council District 4	John Williams	1 Case
Council District 5	Joel Daves	3 Cases
Council District 6	Bess Rich	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group 1612

Effective Date of Contract:

2/16/2021

Funding Source

Project # Declare weeds noxious, Weed Lien Group 1612 **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	Merchant, Mary Ann	Approved	2/11/2021 - 11:05 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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
FFOM Documentation	Cover Memo	2/10/2021

REVIEWERS:

Department Reviewer	Action	Date
Fire Rescue Merchant, Mary Ann	Approved	2/11/2021 - 9:10 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

Firefighter Steven J. Pledger

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



Firefighter of the Month

FIREFIGHTER STEVEN J. PLEDGER

Firefighter Steven Pledger began his career in the fire service in 2011 in the City of Prichard. After transitioning to the City of Mobile in 2015, Firefighter Pledger quickly established himself as a high-level asset for the Mobile Fire-Rescue Department. In 2017, Firefighter Pledger was recognized as the Firefighter of the Year. This distinction carried significant weight, as he was nominated by his peers and ultimately, voted as FFOY by the entire Department.

Pledger is currently assigned to Station 14 in the Toulminville community, where he regularly trains to improve as a firefighter and works diligently as a relief driver, developing for a new role and increased capacity for Mobile Fire-Rescue. Firefighter Pledger proactively pursues challenges on the Department to increase his skills, availability, and usefulness to his crew and ultimately, Mobile itself. He sets and achieves goals to improve himself as a firefighter, improve his Department as a mentor, and improve the Mobile community as a volunteer and aid.

As a testament to Pledger's selflessness and commitment to service, the Mobile Fire-Rescue Department received a written letter from a pediatric, medical social worker at USA Children's and Women's Hospital, documenting a series involving Firefighter Pledger, his crew, and a terminally ill child. In September 2020, Firefighter Pledger was contacted by the medical, social worker requesting an opportunity for the child, who wished to be a hero "to keep Mobile safe," to see the fire truck drive by. Serving as coordinator and liaison between the hospital, MFRD, and his crew, Pledger ensured that not only would the young hero get to see the truck, but he would also have a smile on his face and memories to carry him to the other side.

"Firefighter Pledger exceeded my expectations and dedicated himself to making this visit one that the patient would never forget ... The patient raved about the visit until his last days. It meant the world to myself, the patient, and his family ... genuine acts of kindness like those provided by Firefighter Pledger and Station 14's crew is a major part of what keeps me going to show up every day for my patients and their families."

This award not only represents what Firefighter Pledger has accomplished; it represents who he is. Firefighter Pledger is a servant who is committed to the safety of our community. Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department.

Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to him as FIREFIGHTER OF THE MONTH for January 2021.

Levon C. Manzie
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department





AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/17/2021 - 10:07 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/10/2021 -
10:35 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/17/2021

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

2/10/2021 -
10:46 AM