



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, February 15, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Pastor Josh Sparkman, Christ Presbyterian Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
February 8, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Lana Jackson for a waiver of the Noise Ordinance at Tricentennial Park on July 16, 2022, from 8:00 a.m. - 6:00 p.m. (District 1).

Request of John Thompson for a waiver of the Noise Ordinance at 250 Marine Street on March 19, 2022, from 12:00 p.m. - 10:30 p.m. (District 2).

Request of Gulf Coast Ethnic & Heritage Jazz Festival for a waiver of the Noise Ordinance at Cooper Riverside Park on July 30-31, 2022, from 9:00 a.m. - 10:00 p.m. (District 2).

Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Lesure Road on June 17, 2022, from 6:00 p.m. - 2:00 a.m. (District 4).

Request of Oak Park Church for a waiver of the Noise Ordinance at Medal of Honor Park on April 16, 2022, from 8:00 a.m. - 8:00 p.m. (District 6).

Request of Danny Corte, Mobile Sports Authority, for a waiver of the Noise

Ordinance at Medal of Honor Park (softball fields) on March 5-6, 2022, from 9:00 a.m. - 10:00 p.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to consider the application of Ruby Smith, d/b/a S.U.R.E. Transportation, LLC, to operate a shuttle service.

Public hearing to rezone property located at 1452 Government Street from R-3 to B-1 (District 2).

Public hearing to rezone property located at 4251 Bit and Spur Road from R-1 to R-2 (District 5).

Public hearing to declare the structure at 1057 State Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1481 John H. Campbell, Sr. Way a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 212 Norman Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1110 Gimon Circle West a public nuisance and order it demolished (District 3).

Public hearing to consider assenting to the vacation of portions of Pearl, Lyons, Hospital and Basil Streets (District 2).

Public hearing to consider a right of way fee for the vacation of portions of Pearl Street, Lyons Street, Hospital Street and Basil Street.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Bridgette Goode - Redistricting

Rev. Tonny Algood - Homelessness

Rev. Jim Flowers - Homelessness

Dr. Krystal Lockett-Wilson - introduce herself & provide information about her organization.

12. RESOLUTIONS HELD OVER

21-138 Authorize contract amendment with Southern Earth Sciences, Inc. for annual landfill sampling requirements for Bates C & D Landfill and Hickory Street Landfill; \$56,538.90 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Nick Amberger, City Engineer).

08-139 Approve purchase order to Postmark, Inc. for annual business license renewal print and mailing; \$24,317.37 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-140 Approve purchase order to SHI International Corp. for 1-year security awareness training; \$15,597.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-141 Approve purchase order to Tech Vendor for annual renewal of recognition software, MPD Cyber Division; \$42,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-142 Approve purchase order to ProtecVideo, LLC for annual software and storage license, MPD; \$167,412.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-143 Approve item based bid for printing of banners, posters, postcards (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-144 Approve item based bid for printing of corrugated plastic sheet signs (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-145 Authorize contract with Danielle Baca as Cyber Specialist; \$48,500.00 per year, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

21-146 Authorize contract with Joshua Jones as Youth Violence Prevention Coordinator; \$65,000.00 per year, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety).

31-147 Authorize grant agreement with the State of Alabama Dept. of Transportation (ALDOT) to accept and receive \$400,000.00 from the Transportation Alternatives Program for implementation of the Mobile Greenway Initiative: Three Mile Creek Greenway Trail (Segment 1) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

60-148 Request the Mobile County Legislative Delegation to propose legislation to grant the City of Mobile authority to pass an ordinance to enforce traffic violations through the use of photographic evidence and issuance of civil fines (sponsored by Councilmembers Daves, Small, Jones & Gregory) (submitted by Chris Arledge, Council Attorney).

60-149 Authorize Release of Claims and Settlement Agreement; Wilson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

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

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

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

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-152 Recommend approval to the ABC Board for issuance of a Special Retail License to Boxowt, 267 Dauphin St. (sponsored by Councilmember Carroll).

37-153 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to West Food Bar, 69 St. Michael Street (sponsored by Councilmember Carroll).

37-154 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) License to Piggly Wiggly, 5651 Moffett Road (sponsored by Councilmember Gregory).

40-155 Declare the structure at 1057 State Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-156 Declare the structure at 1481 John H. Campbell, Sr. Way a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-157 Declare the structure at 212 Norman Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-158 Declare the structure at 1110 Gimon Circle West a public nuisance and order it demolished (sponsored by Councilmember Small).

60-159 Determine an appropriation to the Providence Foundation, Festival of Flowers, serves a public purpose and approve payment (sponsored by Councilmembers Penn, Carroll and Small) (submitted by Rebecca Christian, Comptroller).

60-160 Determine an appropriation to Murphy High School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Comptroller).

15. RESOLUTIONS BEING INTRODUCED

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

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

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

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

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

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

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

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

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

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

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

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

16. CALL FOR PUBLIC HEARINGS

41-171 Call for public hearing to vacate a portion of the public street and right-of-way situated at the southwest corner of the intersection of Congress Street and North Cedar Street (District 2) (scheduled for March 22, 2022).

41-172 Call for public hearing to rezone property located at 4230 Halls Mill Road from B-3 to I-1 (District 4) (scheduled for March 15, 2022).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/15/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/10/2022 -
10:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/10/2022 -
10:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/10/2022 -
11:29 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/10/2022 -
11:32 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/10/2022 -
11:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 11:01 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/10/2022 -
11:02 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/10/2022 -
11:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/1/2022 - 3:49
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/12/2022 - 3:04
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/12/2022 - 3:06
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2022 - 3:23 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2022 - 3:25 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2022 - 3:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/9/2022 - 3:31
PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/15/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/5/2022 - 10:57
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/6/2022 - 10:21
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

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	2/8/2022 - 1:34 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 10:57 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 11:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 2:54 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Nick Amberger, City Engineer - Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll and Gina Gregory

Purpose and Scope of Project:

Authorize Amendment to Agreement for Contract with Southern Earth Sciences, Inc. for Professional Services for annual sampling requirements for both Bates C & D Landfill and Hickory Street Landfill, \$56, 538.90 (sponsored by Mayor Stimpson and Councilmembers Carroll and Gregory) (submitted by Nick Amberger, Engineering Department).

Amount of Contract:

56,538.90

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:3121

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

Engineering Amberger, Nick

Approved

2/3/2022 - 12:57 PM

Capital Rhodes, Brenda

Approved

2/3/2022 - 1:39 PM

Legal Kern, Chris

Approved

2/3/2022 - 2:27 PM

Mayors Office Mayhall, David

Approved

2/3/2022 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Postmark Ink Incorporated for printing and mailing of business license renewals.

General fund.

Amount of Contract:

\$24,317.37

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220131 Postmark Agenda Package POs	Cover Memo	1/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:05 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>5199</u>	2022	(2570) REVENUE	PRINTING AND MAILING OF ANNUAL BUSINESS LICENSE RENEWAL FORMS (SEALED BID 5353)	\$24,317.37	<u>(278663)</u> <u>POSTMARK INK INCORPORATED</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
 POSTMARK INK INCORPORATED
 755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
 Fax 251-928-1057

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 LETITIA.LEWIS@CITYOFMOBILE.ORG

Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID # 5353 AND YOUR QUOTE REV LICENSE, 8-1/2X11 LASER PRINTED WITH ENVELOPE, PLUS A 7-1/2"X5-1/2" OFFICE COPY, PRINTED WITH EACH YEAR'S RESPECTIVE COLOR INK, PRICE INCLUDES POSTAGE. Additional Description Notes	935.00 EACH	0.65970	616.82
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INSURANCE RENEWAL NOTICES 935

Vendor Item

Inventory Item/Loc 12426

The Above Line Item Is Required By: 03/17/20

1	1000.60.25.2570.2570.2500.0000.0000.44020.			616.82
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Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
 POSTMARK INK INCORPORATED
 755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
 Fax 251-928-1057

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 LETITIA.LEWIS@CITYOFMOBILE.ORG

Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
	2ND FLR S TOWER ROOM 243 MOBILE, AL 36644			

002	REVENUE, LI-ANNUAL BUSINESS LICENSE RENEWAL FORMS PACKAGE, EACH PACKAGE CONSISTS OF 8-1/2 X 11 SHEETS WITH ENVELOPE AND RETURN ENVELOPE. Vendor Item Inventory Item/Loc 12407	20468.00 THOUSAND	0.65971	13502.94
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1	1000.60.25.2570.2570.2500.0000.0000.44020.			13502.94
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Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

003	REV LICENSE, 8-1/2X11 LASER PRINTED WITH ENVELOPE, PLUS A	638.00 EACH	0.65970	420.89
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor
 POSTMARK INK INCORPORATED
 755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
 Fax 251-928-1057

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 LETITIA.LEWIS@CITYOFMOBILE.ORG

Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
7-1/2"X5-1/2"	OFFICE COPY, PRINTED WITH EACH YEAR`S RESPECTIVE COLOR INK, PRICE INCLUDES POSTAGE. Additional Description Notes			

RESIDENTIAL RENTAL RENEWAL NOTICES 638
 Vendor Item
 Inventory Item/Loc 12426

1	1000.60.25.2570.2570.2500.0000.0000.44020.			420.89
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Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644
 Delivery Reference
 LETITIA TRENIER

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

004	POSTAGE	1.00 PACKAGE	9776.72000	9776.72
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1	1000.60.25.2570.2570.2500.0000.0000.44020.			9776.72
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005199-00 FY 2022 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor POSTMARK INK INCORPORATED 755 MIDDLE ST FAIRHOPE, AL 36532 Tel#251-928-1095 Fax 251-928-1057	Ship To REVENUE 205 GOVERNMENT STREET 2ND FLR S TOWER ROOM 243 MOBILE, AL 36644 LETITIA.LEWIS@CITYOFMOBILE.ORG Delivery Reference LETITIA TRENIER Deliver To REVENUE 205 GOVERNMENT STREET 2ND FLR S TOWER ROOM 243 MOBILE, AL 36644
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	278663	01/31/22			REVENUE

LN Description / Account	Qty	Unit Price	Net Price
Ship To REVENUE 205 GOVERNMENT STREET 2ND FLR S TOWER ROOM 243 MOBILE, AL 36644 Delivery Reference LETITIA TRENIER Deliver To REVENUE 205 GOVERNMENT STREET 2ND FLR S TOWER ROOM 243 MOBILE, AL 36644			

Requisition Link

Requisition Total	24317.37
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.60.25.2570.2570.2500.0000.0000.44020.	24317.37	82389.78
REVENUE EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	01/30/22	DONNA BRYARS	
Forward	01/30/22	JOHN PAINE	f
Queued	01/30/22	DONNA MICHELE STANLEY	f
Queued	01/30/22	DONALD ROSE	f
Queued	01/30/22	SANDRA LEWIS	f

=====	=====
Bill To	Requisition 00005199-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2570.2570.2500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 5
=====	=====

Vendor
POSTMARK INK INCORPORATED
755 MIDDLE ST

FAIRHOPE, AL 36532

Tel#251-928-1095
Fax 251-928-1057

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
LETITIA.LEWIS@CITYOFMOBILE.ORG

Delivery Reference
LETITIA TRENIER

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/27/22	278663	01/31/22			REVENUE
-----	-----	-----	-----	-----	-----

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

TABULATION SHEET, BID # 5353

OFF PREMISE COMPUTER GENERATED FORMS

	RENEWEL FORM	BUSINESS LICENSE	DISCREPANCY NOTICE
FORM SOLUTIONS INC	.69	.69	.69
GENTRY BUSINESS FORMS	NO BID		
J O ACREE	NO BID		
POSTMARK INC	.60922	.65971	.60535
SOURCE ONE LEGAL COPY	.83	.75	.75

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: mns Buyer: 004

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/12/2019	5353	Revenue	As Directed

This bid must be received and stamped by the Purchasing office not later than: 10:30 A.M. Tuesday, November 26, 2019

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 18,000 to 20,000	OFF PREMISE COMPUTER GENERATED LICENSE RENEWAL FORM Renewal form is 8 ½ x 11. Price to include (1) form, (2) #10 window envelope, (3) postage, and (4) artwork changes. Quote is to be furnished as a "per package" quote including items above. This bid is to be awarded on a price per each form package with approximate usage of 18,000 License Renewal Forms and must be mailed by December 28 th . Price per each forms package _____					
	CITY OF MOBILE BUSINESS LICENSES Off Premise Computer Generated Business Licenses. Licenses to be printed monthly with minimum quantity to be 500 per print run. Size of license to be 8 ½ x 11 with standard #10 window envelope. Office copy to be furnished for each license that is printed, as a PDF sent via secure site.					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

40

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 At the option of the City of Mobile and the successful vendor, the award of this bid may be extended up to 2 additional 1-year periods. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. Samples of package, more detailed space and explanation of colors and artwork can be obtained from Gwen Hall in the Revenue Department at 251-208-7111. Vendor will be responsible to drop forms packages at Post Office. Vendor must have local office. Address of local office _____ TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

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

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

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Inc for one year of Terranova security awareness training ultimate bundle.

General fund.

Amount of Contract:

\$15,597.92

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220131 SHI Agenda Package POs	Cover Memo	1/31/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:05 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>5178</u>	2022	(5000) INFORMATION TECHNOLOGY	ONE YEAR TERRANOVA SECURITY AWARENESS TRAINNG ULTIMATE BUNDLE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$15,597.92	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005178-00 FY 2022 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	272641	01/28/22			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER SOURCEWELL CONTRACT #081419-SHI
AND QUOTE #21518883.

EMAIL PURCHASE ORDER TO:
Jeremy_Neff@SHI.com
SOUTHEASTTEAMGOV@SHI.COM

001	1-800-715-3197 SECURITY AWARENESS PROGRAM WITH PHISHING-ULTIMATE BUNDLE, TERRANOVA WORLDWIDE CORPORATION- PART#: CONTRACT NAME: SOURCEWELL-TECHNOLOGY CATALOG SOLUTIONS CONTRACT#:081419-SHI, NOTE:UNLIMITED ASSETS	1.00 EACH	15597.92000	15597.92
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1	1000.10.23.5000.5000.5000.0000.0000.42150.			15597.92
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Deliver To
 MIT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005178-00 FY 2022 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/27/22	272641	01/28/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 15597.92

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	15597.92	1077032.58
INFORMATION TECHNOLOGY EXP	MAINTENANCE & REPAIRS	

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

Activity	Date	Clerk	Comment
Approved	01/27/22	MARK PEARSON	Auto approved by: 91057606
Approved	01/27/22	SCOTT KEARNEY	
Forward	01/27/22	JOHN PAINE	j
Approved	01/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a
Approved	01/29/22	DONALD ROSE	Auto approved by: 9105fo1a
Approved	01/29/22	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	01/29/22	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcwell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation and will encourage potential members to join Sourcwell. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcwell contract number. Members will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
Address: 290 Davidson Ave.
Somerset, NJ 08873
Contact: Aimee Ballenger
Email: aimee_ballenger@shi.com
Phone: 678-708-3906
HST#: 22-3009648

Submission Details

Created On: Thursday June 27, 2019 20:01:55
Submitted On: Tuesday August 13, 2019 20:57:55
Submitted By: Aimee Ballenger
Email: aimee_ballenger@shi.com
Transaction #: de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address: 161.69.112.12

SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List Price
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	\$125
Sr. Project Manager	\$175
Consultant - End User Solutions Group	\$175
Consultant - Security Solutions Group	\$225
Solutions Architect - End User Solutions	\$200
Solutions Architect - Data Center Solutions	\$225
Sr. Solution Architect - Security Solution Group	\$275
Sr. Solution Architect - Data Center Solutions	\$250
Cloud Developer	\$100
Senior Cloud Developer	\$240
Cloud Solutions Architect	\$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

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



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

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

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

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Williams S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order for recognition software for MPD Cyber Division.

General fund.

Amount of Contract:

\$42,400.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:07 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>5226</u>	2022	(1545) POLICE CYBER DIVISION	RECOGNITION SOFTWARE ANNUAL RENEWAL (SOLE SOURCE, SECURITY/SAFETY 41-16-51(A)15))	\$42,400.00	<u>(295490) TECH VENDOR</u>

Adopted:

City Clerk

Bill To	Requisition 00005226-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1

Vendor

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

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

UNITED STATES
Tel#

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	295490				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	LICENSE RENEWAL PER INVOICE #2533 FOR SOFTWARE ON PO #18013868. LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	42400.00000	42400.00
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Additional Description Notes

License Subscription Renewal - Platform License for Jan 1, 2022 - December 31, 2022.

Vendor Item

Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.		42400.00
---	--	--	----------

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

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

[Requisition Link](#)

Requisition Total	42400.00
-------------------	----------

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

Account	Amount	Remaining Budget
---------	--------	------------------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005226-00 FY 2022 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

Vendor

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

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

UNITED STATES
 Tel#

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	295490				POLICE CYBER DIVISION

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.		
	42400.00	
POLICE CYBER DIVISION EXP	NON CONTRACTUAL SERVICES	

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

Activity	Date	Clerk	Comment
Forward	01/30/22	JOHN PAINE	S
Approved	02/02/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	02/02/22	DONALD ROSE	Approved by: 9105fola
Approved	02/02/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/02/22	ANNE FOLEY	Auto approved by: 910516727
Approved	02/02/22	ANNE FOLEY	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ProtecVideo LLC for annual renewal of software and cloud storage licenses for MPD Cyber surveillance cams.

General fund.

Amount of Contract:

\$167,412.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220203 Protec Agenda Package POs	Cover Memo	2/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:07 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>5225</u>	2022	(1545) POLICE CYBER DIVISION	ANNUAL SOFTWARE AND CLOUD STORAGE LICENSE RENEWALS FOR MPD CYBER SURVEILLANCE CAMS (BID EXEMPT AS SOLE SOURCE, SECURITY/ SAFETY)	\$167,412.00	(294102) <u>PROTECVIDEO</u> <u>LLC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org ===== Vendor PROTECVIDE LLC P O BOX 25 STOCKTON, AL 36579	Requisition 00005225-00 FY 2022 Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved ===== Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
---	---

Page 1

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/22	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

NO SUBSTITUTIONS - MUST BE THIS VENDOR TO INCLUDE EXISTING DATA, SERVICES, AND CONNECTIONS PRESENTLY STORED AND INSTALLED. THIS IS THE ANNUAL RENEWAL. LAW ENFORCEMENT SENSITIVE INFORMATION PER KEVIN LEVY.

001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	167412.00000	167412.00
-----	--	--------------	--------------	-----------

To Include The Following:

(a) Camera Service Renewal = \$22,572.00

(b) Cloud Service - Specialized Cameras = \$3,720.00

(c) Camera Service Renewal - = \$141,120.00

Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.42140.			167412.00
---	--	--	--	-----------

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

Deliver To
GULF COAST TECHNOLOGY CENTER



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award to Gwins Stationery and Engraving Inc for printing of banners, posters, and postcards.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220203 Printing Agenda Package Bids	Cover Memo	2/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:04 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5643</u>	PRINTING BANNERS, POSTERS, POSTCARDS	7	SEE BID TAB FOR UNIT PRICES	6 months, renewable for 5 additional six month periods.	<u>(79615) GWINS</u> <u>STATIONERY &</u> <u>ENGRAVING INC</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5643

PRINTING BANNERS, POSTERS, POSTCARDS

[illegible]



ADDENDUM

JANUARY 20, 2022

RE: City of Mobile Bid #5643 for Multicolored Vinyl Banners

Please consider the following to be addendum to City of Mobile Bid #5643 for MULTICOLORED VINYL BANNERS.

ADD

All items are to be completed no later than 7 calendar days from receipt of proof.

DELETE

Item #7 description 4' x 6' postcard printed on one side. Artwork will be provided by city for each run of postcards to be packaged in stacks of 100.
Approx 1-1000.

REPLACE WITH

Item #7 description 4" x 6" postcard printed on one side. Paper will be 100LB gloss. Artwork will be provided by city. Postcards to be packaged in stacks of 100.
Approx 1-6000.

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,


John Paine
Purchasing Agent
City of Mobile

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

This is Not an Order

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

Typed by: sd

Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
1/6/2022	5643	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:00 PM, Thursday, January 27, 2022**

		12-30-13, Thursday, January 31, 2014				
QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	MULTICOLORED VINYL BANNERS					
Appx 1-1000	MULTI-COLOR VINYL BANNER 8’X 4’ WITH 12 GROMMETS EVENLY SPACED WITH 5 ON TOP, 5 ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING.					
	PRICE PER BANNER_____					
Appx 1-1000	MULTI-COLOR VINYL BANNER 8’X 3’ WITH 12 GROMMETS EVENLY SPACED WITH 5 ON TOP, 5 ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING.					
	PRICE PER BANNER_____					
Appx 1-1000	MULTI-COLOR VINYL BANNER 8’X 8’ WITH 16 GROMMETS EVENLY SPACED WITH 6 ON TOP, 6 ON BOTTOM, AND 2 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING.					
	PRICE PER BANNER_____					
Page 1 of 4			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4					
Appx 1-1000	MULTI-COLOR 13 OZ VINYL BANNER 5'X 5' WITH GROMMETS EVENLY SPACED WITH ON TOP, ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER _____ ABOVE FOUR ITEMS TO BE AWARDED ALL OR NONE. THE FOLLOWING 2 ITEMS TO BE AWARDED ALL OR NONE.					
Appx 1-1000	11'X 17' PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS. PRICE PER POSTER _____					
Appx 1-1000	24'X 36' PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS. PRICE PER POSTER _____ ABOVE TWO ITEMS TO BE AWARDED ALL OR NONE. THE FOLLOWING ITEM TO BE AWARDED ALL OR NONE.					
Appx 1-1000	4'X 6' POSTCARD PRINTED ON ONE SIDE. ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTCARDS TO BE PACKAGED IN STACKS OF 100. PRICE PER POSTCARD _____ Vendor shall not change font without permission of Purchasing Dept. Printed signs to be delivered less than seven (7) days after notification. Finished product, unless specified otherwise, will be delivered to user Department.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 All quantities purchased will be based on an as needed basis by City Departments. Initial order to be as stated pricing shall be firm for additional orders, quantities. Vendor is responsible to provide all materials and labor. Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more six (6) month periods. All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact. Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request. City of Mobile Business Licence may be required. See Item 14 on reverse of page 1. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number)					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

86



PURCHASING DEPARTMENT

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

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

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

Any response that arrives improperly marked or with no proposal number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award for printing of corrugated plastic sheet signs with stands.

General funds.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220203 Signs Agenda Package Bids	Cover Memo	2/3/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5640</u>	PRINTING CORRUGATED PLASTIC SHEET SIGNS WITH STANDS	21	SEE BID TAB FOR UNIT PRICES	6 months, renewable for 5 additional six- month periods.	<u>((294915) IMAGE 360 WEST MOBILE; DESIGN DISPLAY, INC</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5640

COROPLAST SIGNS WITH STANDS

QUANTITY	DESCRIPTION	ADDENDUM #2	Image 360 Local Preference	Big Apple	Calagaz Printing	Elite Textile Trading LLC	i2 Visual, Inc	Design Display, Inc	J O Acree Co NO BID
	4 MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED ONE SIDE WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN					Bid rejected due to excessive amount of time for delivery. Our ARO is 7 days after proof			
0-25			\$ 11.00	\$ 15.00	\$ 15.58		\$ 9.00	\$ 7.50	
25-50			\$ 9.87		\$ 15.58		\$ 9.00	\$ 7.50	
50-75			\$ 8.50		\$ 11.24		\$ 9.00	\$ 7.50	
75-100			\$ 6.70		\$ 11.16	\$ 4.51	\$ 9.00	\$ 7.50	
100-200			\$ 5.70		\$ 8.86	\$ 4.33	\$ 8.75	\$ 6.00	
200-500			\$ 5.00		\$ 8.12	\$ 4.13	\$ 8.50	\$ 6.00	
500-1000			\$ 4.00		\$ 7.68	\$ 4.08	\$ 8.25	\$ 5.55	
	4 MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH 2 COLOR INK. PROOF WILL BE REQUIRED BEFORE PRINTING "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN								
0-25			\$ 13.00	\$ 15.00	\$ 22.28		\$ 15.50	\$ 9.00	
25-50			\$ 12.00		\$ 22.28		\$ 15.50	\$ 9.00	
50-75			\$ 10.72		\$ 15.72		\$ 15.50	\$ 9.00	
75-100			\$ 10.50		\$ 15.68	\$ 5.66	\$ 15.50	\$ 9.00	
100-200			\$ 9.36		\$ 11.58	\$ 5.45	\$ 15.00	\$ 7.50	
200-500			\$ 8.35		\$ 11.12	\$ 5.39	\$ 14.75	\$ 7.50	
500-1000			\$ 8.30		\$ 11.48	\$ 5.26	\$ 14.50	\$ 6.90	
	4 MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN								
0-25			\$ 12.00	\$ 14.00	\$ 16.38		\$ 13.50	\$ 9.00	
25-50			\$ 10.00		\$ 16.38		\$ 13.50	\$ 9.00	
50-75			\$ 9.00		\$ 11.94		\$ 13.50	\$ 9.00	
75-100			\$ 7.70		\$ 11.86	\$ 5.66	\$ 13.50	\$ 9.00	
100-200			\$ 6.60		\$ 9.34	\$ 5.45	\$ 13.25	\$ 7.50	
200-500			\$ 5.36		\$ 8.89	\$ 5.39	\$ 13.00	\$ 7.50	
500-1000			\$ 4.84		\$ 8.44	\$ 5.26	\$ 12.75	\$ 6.90	
* BIDDER HAS BEEN EXCLUDED DUE TO THE EXCESSIVE AMOUNT OF TIME OF PRODUCTION AND DELIVERY THEY REPORTED 50-90 DAYS ARO									
*SAME PRICE FOR LOCAL VENDOR AND OUT OF TOWN VENDOR, WE ISSUED LOCAL PREFERENCE TO LOCAL VENDOR									

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/20/2021	5640	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, FRIDAY, January 14, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	CORAPLAST SIGNS WITH STANDS					
Appx 1 to 100	4MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED ONE SIDE WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING. "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN. PRICE PER SIGN _____					
Appx 12000 to 15000	4MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH 2 COLOR INK. PROOF WILL BE REQUIRED BEFORE PRINTING. "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN. PRICE PER SIGN _____					
Appx 12000 to 15000	4MM WHITE CORRUGATED PLASTIC SIGN. WIDTH 24" HEIGHT 18" PRINTED BOTH SIDES WITH BLACK INK. PROOF WILL BE REQUIRED BEFORE PRINTING. "H" STAND WILL BE INCLUDED IN THE PRICE OF EACH SIGN. PRICE PER SIGN _____					
TO BE AWARDED ON AN ITEM BASIS						

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

94

Page _____ of _____

95



PURCHASING DEPARTMENT

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

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

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

Any response that arrives improperly marked or with no proposal number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a professional services contract, by and between the City of Mobile and Danielle Baca, in the amount of \$48,500.00 per year, with funding provided by The American Rescue Plan (ARP).

Amount of Contract:

\$48,500.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/2/2022 - 12:41 PM
Legal Kern, Chris	Approved	2/3/2022 - 2:25 PM
Legal Kern, Chris	Approved	2/3/2022 - 2:25 PM
Mayors Office Mayhall, David	Approved	2/3/2022 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize contract with Joshua Jones as Youth Violence Prevention Coordinator, \$65,000.00 per year, for a period of three (3) years, with funding from The American Rescue Plan (ARP).

Amount of Contract:

\$65,000.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/3/2022 - 1:33 PM
Legal	Kern, Chris	Approved	2/3/2022 - 2:23 PM
Legal	Kern, Chris	Approved	2/3/2022 - 2:23 PM
Mayors Office	Mayhall, David	Approved	2/3/2022 - 3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Jennifer Greene

Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

This Construction Agreement between the State of Alabama acting through the Department of Transportation and the City of Mobile, allowing us to accept receive federal funds in the amount of \$400,000.00 from the Transportation Alternatives Program for implementation of the Mobile Greenway Initiative: Three Mile Creek Greenway Trail (Segment 1). \$100,000 in matching funds is allocated from our capital account (C0526).

The grant application was originally submitted in August 2021 and approved by the Council for the Grant application. This project builds on an ongoing, multi-segment trail project along the bank of Three Mile Creek. This funding is specified for the construction of the ADA compliant biking and pedestrian path (non-motorized and multi-purpose) along Three Mile Creek from the Japanese Gardens along the north side of the creek to the Canadian National railroad trestle crossing, south of Steven's Lane.

Amount of Contract:

\$400,000

Effective Date of Contract:

2/7/2022

Funding Source

Project # GREENWAY TRAIL SEC 1 & 2 C0526 **Discretionary Funds** N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds \$400,000

Matching Funds \$100,000

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	2/2/2022 - 5:14 PM
Capital	Hollins, Tiffany	Approved	2/3/2022 - 8:56 AM
Legal	Kern, Chris	Approved	2/3/2022 - 2:28 PM
Mayors Office	Mayhall, David	Approved	2/3/2022 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/2/2022 - 3:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Samuel Wilson

Amount of Contract:

n/a

Effective Date of Contract:

2/8/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Samuel Wilson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/28/2022 - 11:57 AM
Legal	Kern, Chris	Approved	1/28/2022 - 12:59 PM
Mayors Office	Mayhall, David	Approved	2/3/2022 - 3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Councilmembers Small, Daves & Gregory and Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 10:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 1:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 1:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

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	2/10/2022 - 1:59 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/15/2022

Funding Source

Project # 1057 State Street - ME-145-20

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
Municipal Enforcement	Daughenbaugh, David	Approved	2/9/2022 - 3:20 PM
City Clerk	Gauthier, Lana	Approved	2/10/2022 - 9:55 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/15/2022

Funding Source

Project # 1481 John H. Campbell, Sr. Way - ME-030-18

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	2/9/2022 - 3:25 PM
City Clerk	Gauthier, Lana	Approved	2/10/2022 - 9:55 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/15/2022

Funding Source

Project # 212 Norman Street - ME-009-18

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	2/9/2022 - 3:23 PM
City Clerk	Gauthier, Lana	Approved	2/10/2022 - 9:55 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - C. J. Small District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/15/2022

Funding Source

Project # 1110 Gimon Circle West - ME-128-21

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
Municipal Enforcement	Daughenbaugh, David	Approved	2/9/2022 - 3:30 PM
City Clerk	Gauthier, Lana	Approved	2/10/2022 - 9:56 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN - GIVING \$1,000.00

COUNCILMEMBER WILLIAM CARROLL - GIVING \$1,000.00

COUNCILMEMBER C. J. SMALL - GIVING \$1,000.00

TOTAL \$3,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS
"SEMINARS AND DEMONSTRATION VENUE" TO BE HELD MARCH 11TH
THRU 13TH, 2022 AT THE CATHEDRAL SQUARE IN DOWNTOWN MOBILE

Amount of Contract:

\$3,000.00

Funding Source

Project # DSC-01 / 10041020-42080; DSC-02 /
10041020-42200;& DSC-03 / 10041020-42080

Discretionary Funds DSC-01, DSC-02 & DSC-03

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/10/2022 - 12:39 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP MURPHY ATHLETIC BOOSTER CLUB FOOTBALL PROGRAM TO ASSIST WITH UPCOMING EVENTS HONORING THE SENIOR PLAYERS AND COACHES

Amount of Contract:

\$750.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/10/2022 - 12:49 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

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

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

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

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for annual license renewal for mobile forensic software.

General fund.

Amount of Contract:

\$45,995.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/10/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5229</u>	2022	(1545) POLICE CYBER DIVISION	MOBILE DEVICE FORENSIC SOFTWARE ANNUAL LICENSE (BID EXEMPT AS SOLE SOURCE)	\$45,995.00	<u>(295463)</u> <u>GRAYSHIFT</u>

Adopted:

City Clerk

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

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

 MOBILE, AL 36602

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

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER QUOTE #Q-13101-1.

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

1	1000.30.15.1530.1545.1530.0000.0000.44020.			45995.00
---	--	--	--	----------

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

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

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

Page 2

Vendor
 GRAYSHIFT
 931 MONROE DR NE
 SUITE A102-340

 ATLANTA, GA 30308
 USA
 Tel#8334729539

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

 MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

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

 MOBILE, AL 36602

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

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

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

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

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

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

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

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

Covid 19 grant.

Amount of Contract:

\$23,312.30

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Mayhall, David	Approved	2/10/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1589</u>	2022	(F6000) CONVENTION CENTER	GENIE GS-3246 SCISSOR LIFT FOR CONVENTION CENTER (SEALED BID 5644)	\$23,312.30	<u>(203865)</u> <u>THOMPSON</u> <u>TRACTOR CO INC</u>

Adopted:

City Clerk

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

 MOBILE, AL 36617

Ship To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE

 MOBILE, AL 36602
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CHANEL GULLETT

Deliver To
 CIVIC CENTER EXPO HALL
 401 CIVIC CENTER DRIVE

 MOBILE, AL 36602

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

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

Additional Description Notes

see attacheched specs
 Vendor Item

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

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

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

[Requisition Link](#)

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

Vendor THOMPSON TRACTOR CO INC THOMPSON CAT THE RENTAL STORE 1950 EAST I-65 SERVICE RD N MOBILE, AL 36617	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602
--	---

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

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

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

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

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

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

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

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

Authorized By: _____ Date: _____
 Signature

BID 5644 SCISSOR LIFT

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

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

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

**Purchasing Department
and Package Delivery:**

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

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

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

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

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

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

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

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For additional information, contact: City of Mobile Purchasing Department purchasing@cityofmobile.org . Price to be good for THREE (3) MONTH period following the award of this bid. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

130



PURCHASING DEPARTMENT

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

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

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

Any response that arrives improperly marked or with no proposal number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Procurement, Don Rose

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

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

General fund.

Amount of Contract:

\$55,788.00

Funding Source

Project #

Project String 1004.9000.42140

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

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

Mayors
Office

Mayhall, David

Approved

2/10/2022 - 2:30
PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

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

Adopted:

City Clerk

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



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

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

1. Subscription Agreement

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

2. Certification

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

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

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

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

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

3. Lexis+ Product and Charges

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



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

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

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

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

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

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

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

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

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

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

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



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

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

4. Closed Offer

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

5. Confidential Information

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

6. Support and Training

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

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

7. Miscellaneous

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

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

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



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

AGREED TO AND ACCEPTED BY:

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

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

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



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

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

Type of Organization:

☐ Legislative

☐ Judicial

☐ Executive

Professional User: _____

Practicing Area of Law: _____

Support Staff: _____

Employer Identification Number: _____

Bar No: _____

Issuing State: _____

Date Issued/Expiration Date: _____

Organization Web Address: _____

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

☐ No

Tax ID No: _____

State Contract No:

(If applicable)

PO No:

(If applicable)

Contacts:

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



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

	Name	Telephone
Super Admin:	on file	
	Email	IP Address

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
on file			



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Michelle Melton, REAM and Nick Amberger, City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman Joel C. Daves

Purpose and Scope of Project:

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

Amount of Contract:

\$16,335.00

Funding Source

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

Discretionary Funds

Project String C0159 - ALDOT Project #: STPMB-7508 (600)

Contract Number:3705

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

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

Matching Funds

ATTACHMENTS:

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

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

REVIEWERS:

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

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

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

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

DATE OF RECEIPT: February 8, 2022

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

CONTRACT AMOUNT: \$16,335.00

VENDOR NAME: Jones Walker, LLP

VENDOR NUMBER: 294634

DEPT #3005

DEPT NAME: Engineering

CONTRACT ADMINISTRATOR: Michelle Melton/Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION: N/A

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

If different, indicate special rate _____

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

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

Prepared by: Michelle Melton Date 2-8-2022

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember Joel Daves

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

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

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

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

Adopted:_____

City Clerk

01-290

RESOLUTION

1 2012

Sponsored by: Mayor Samuel L. Jones
Councilmember Copeland

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

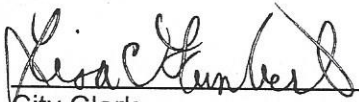
Name of Company: Alabama Department of Transportation

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

Estimated Total Cost: \$2,080,000.00

Estimated City Funds: \$416,000.00

Adopted: JUL 31 2012



City Clerk

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

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

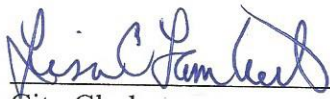
Right-of-Way Agreement for Project STPMB-7508 (), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

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

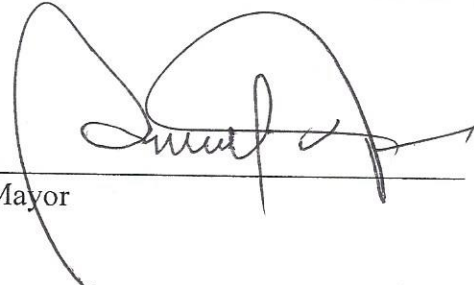
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

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

ATTESTED:



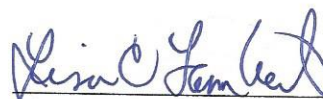
City Clerk



Mayor

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

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



City Clerk

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

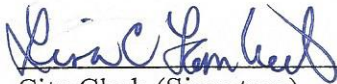
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement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

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

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

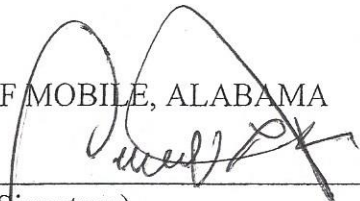
SEAL

ATTEST:


City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

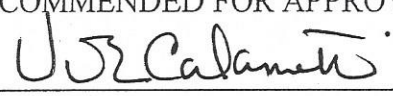
By: 
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

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

RECOMMENDED FOR APPROVAL:


Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director,

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

GOVERNOR OF ALABAMA,

CERTIFICATION

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

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

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

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

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

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

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

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

ADR CLAUSE

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



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

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

May 22, 2018

VIA EMAIL: john@cityofmobile.org

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

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

Dear John:

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

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

JONES WALKER LLP

ALABAMA {MB308746-N}

DISTRICT OF COLUMBIA

FLORIDA

GEORGIA

LOUISIANA

MISSISSIPPI

NEW YORK

TEXAS

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

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

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

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

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

Cordially yours,



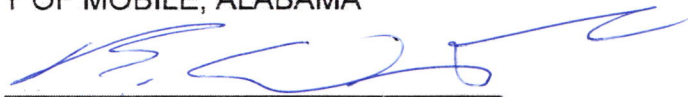
Kenneth A. Watson

For the Firm

KAW/bj
Encl.

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

CITY OF MOBILE, ALABAMA

By: 

As its: City Attorney

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

1. TITLE OPINIONS:

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

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

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

2. CLOSING:

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

3. CONDEMNATION IN PROBATE COURT:

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

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

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

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

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

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

4. TRIAL WORK IN PROBATE COURT:

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

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

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

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

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

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

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

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

6. POST TRIAL AND EXTRAORDINARY MOTIONS

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

7. TRIAL SUMMATION AND OPINION REGARDING APPEAL:

\$65.00 (Required for all cases.)

8. APPEALS TO SUPREME COURT:

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

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

9. TRAVEL COSTS

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

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

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

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

TCE 30 as depicted on attached plat Ex. A

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

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

The party of the first part accepts the counter offer.

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

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

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

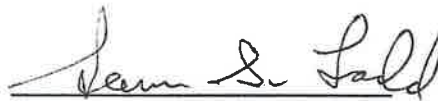
6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**,_whichever is later.

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

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

WITNESSES:





Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

[illegible]

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



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

EXHIBIT B

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

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

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

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

TCE 31 as depicted on attached plat Ex. A.

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

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

The party of the first part accepts the counter offer.

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

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

{MB442477.2}

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

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

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

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

WITNESSES:

Florence L. Ladd

Katherine Lambert

E. F. Ladd III

Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY

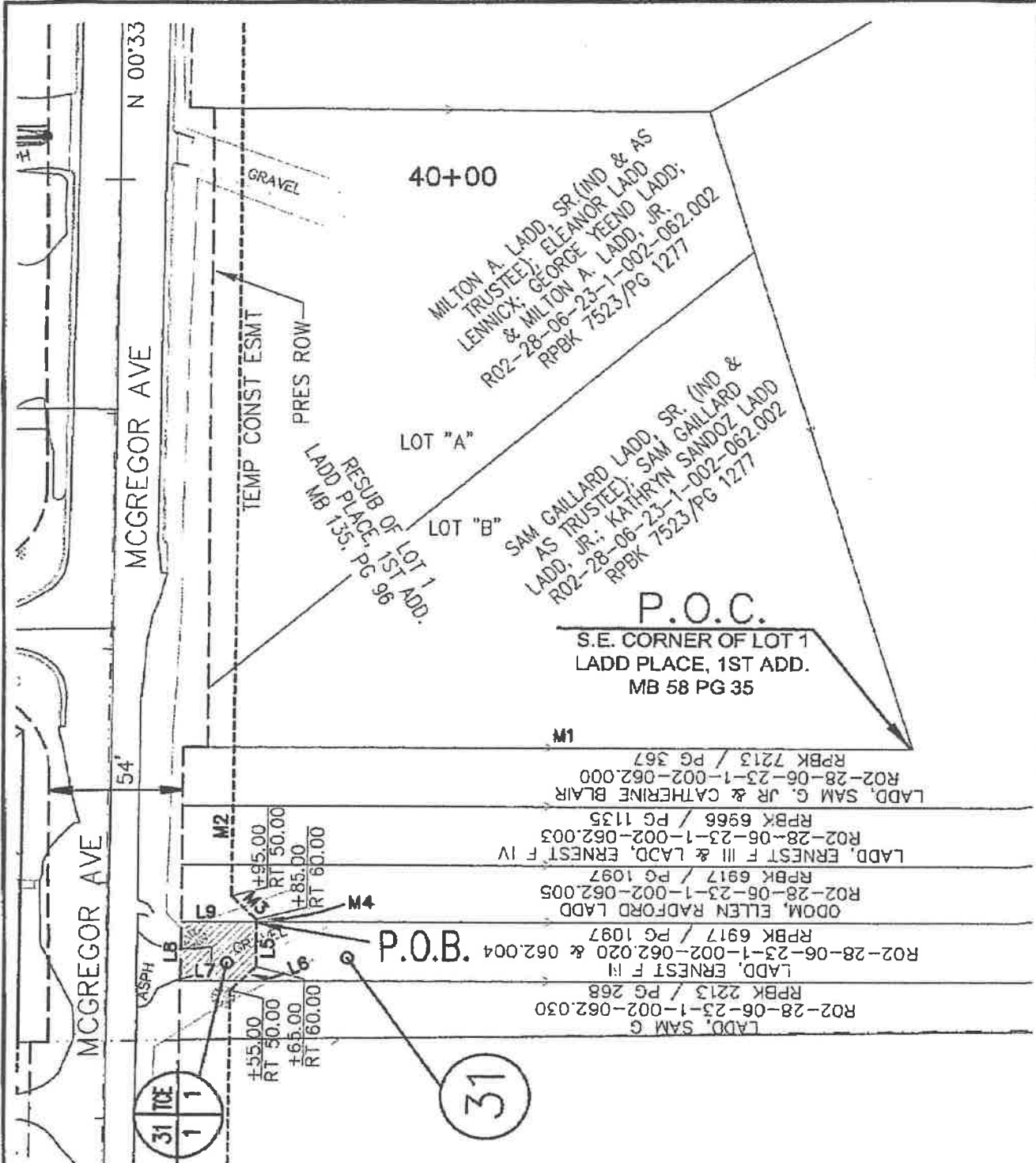
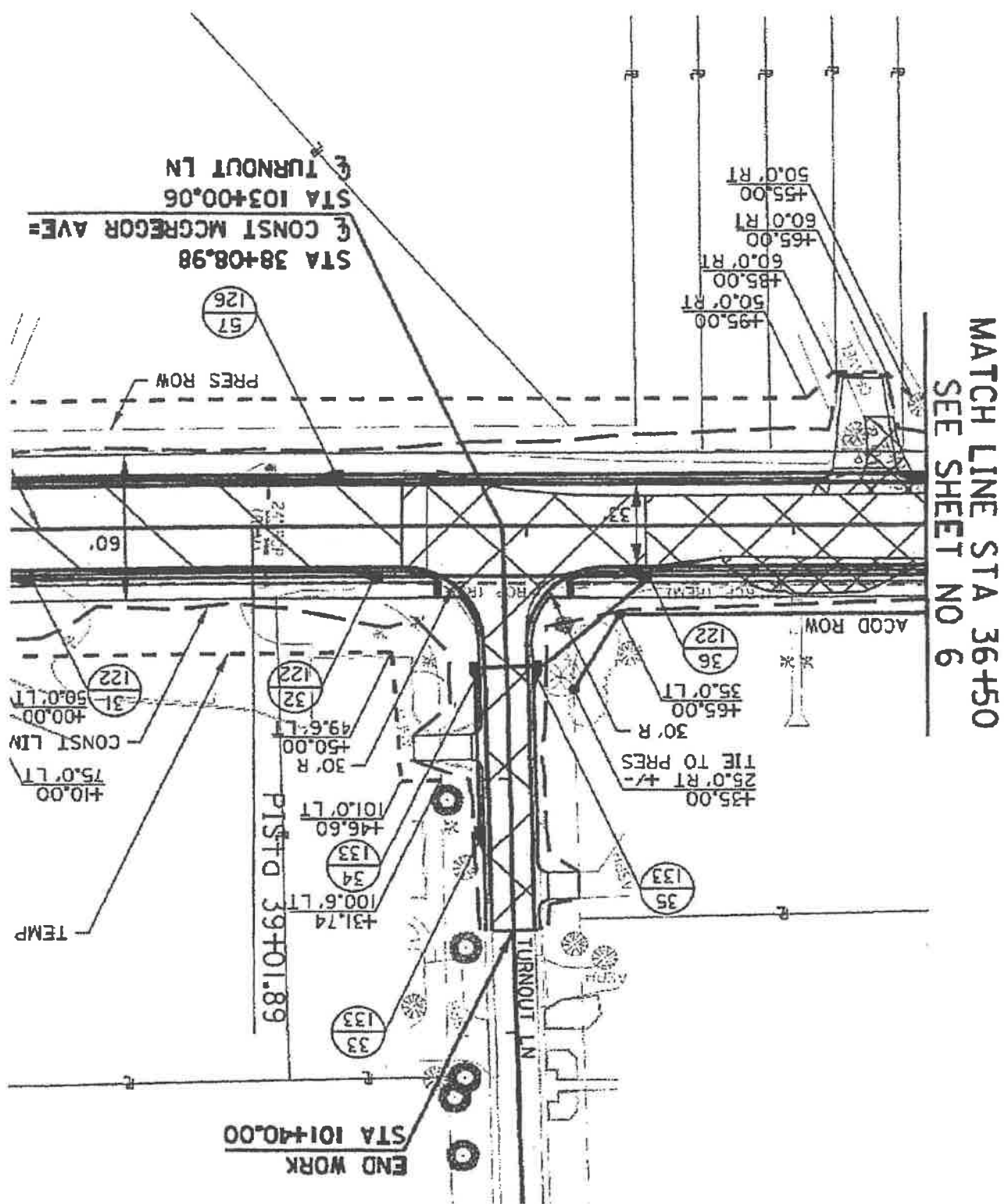


EXHIBIT B



Nov. 24, 2021
FAX TRANSMISSION SHEET

TO: KEN WATSON

FAX NO. 251-439-7378

FROM: ERNEST F. LADD III

FAX NO. 251-343-7501

7 pages, including this one

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

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

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

TCE 32 as depicted on attached plat Ex. A.

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

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

The party of the first part accepts the counter offer.

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

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

EXO
11/22/21

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

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

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

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

WITNESSES:

Vicki Robinson Smith

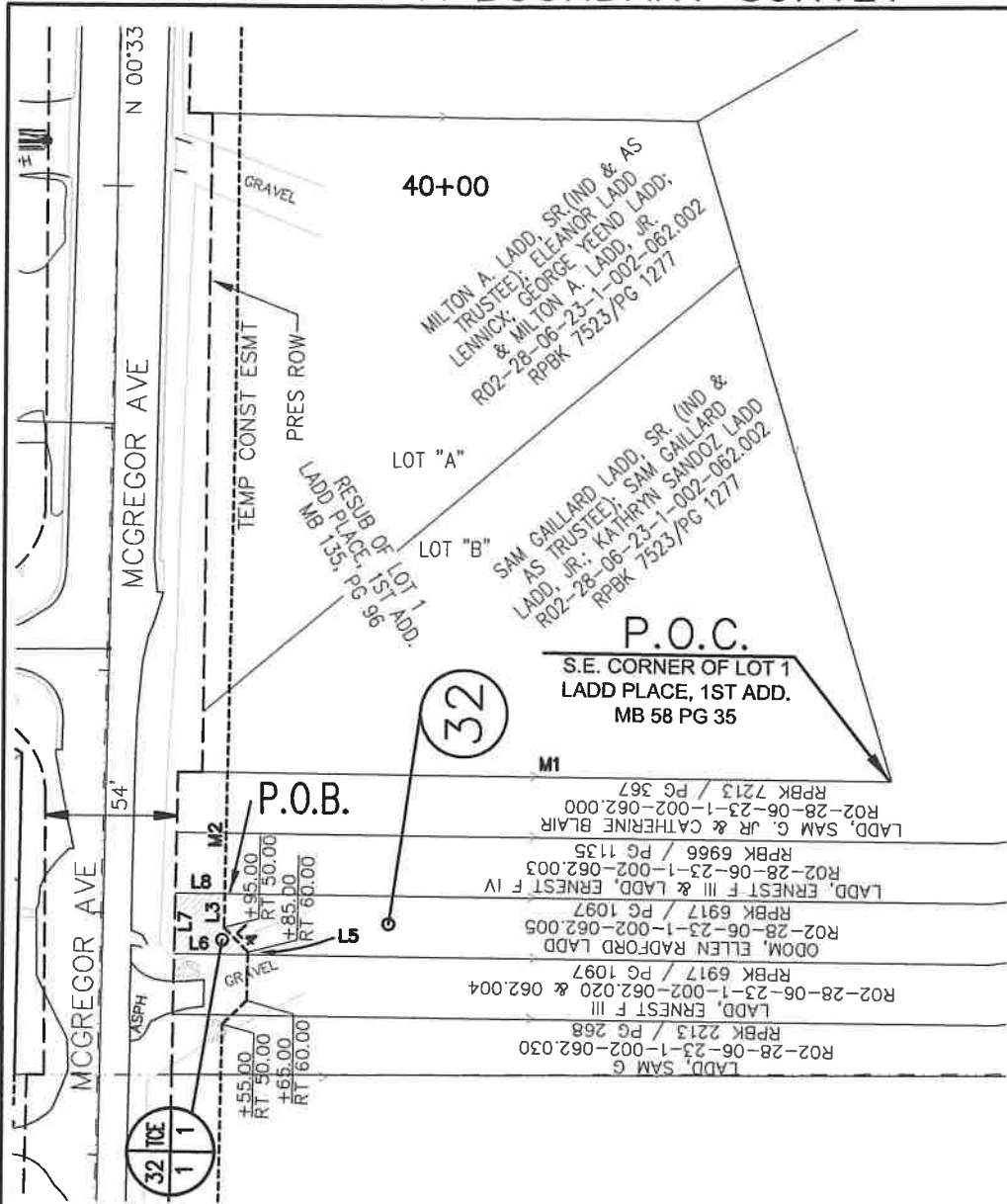
Ellen L Odom

Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY



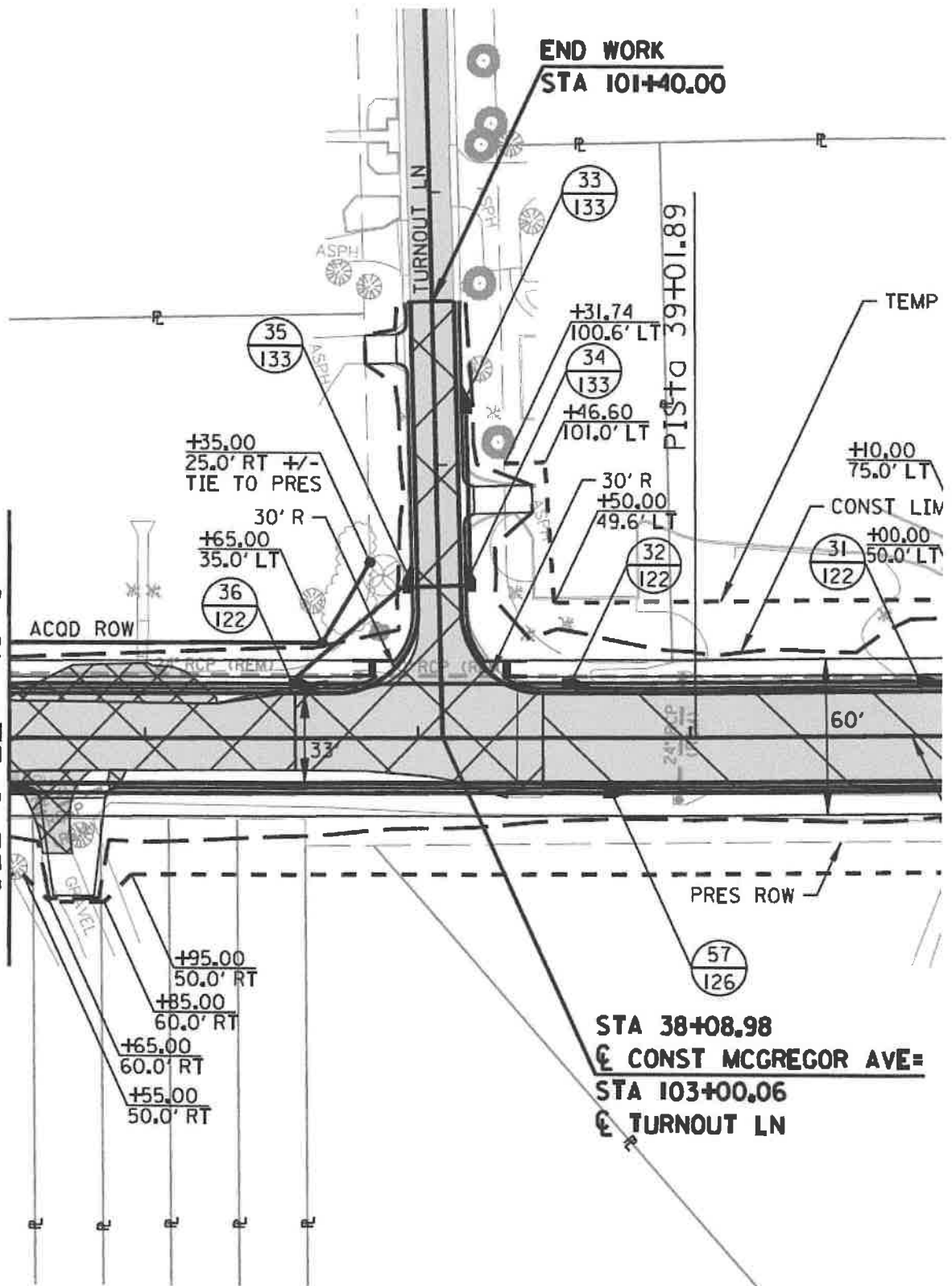
TRACT 32, TCE 1 OF 1				
AREA = 0.01 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°28'18"W	273.82'		
M2	S00°58'55"W	50.03'		
L3	S00°58'55"W	13.90'		
L4	S44°01'05"E	14.14'		
L5	S00°58'55"W	1.05'		
L6	N89°28'18"W	30.42'		
L7	N00°53'24"E	25.02'		
L8	S89°28'18"E	20.46'		



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

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



END WORK
STA 101+40.00

PISTA 39+01.89

STA 38+08.98
C CONST MCGREGOR AVE=
STA 103+00.06
C TURNOUT LN

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

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

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

TCE 33 as depicted on attached plat Ex. A

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

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

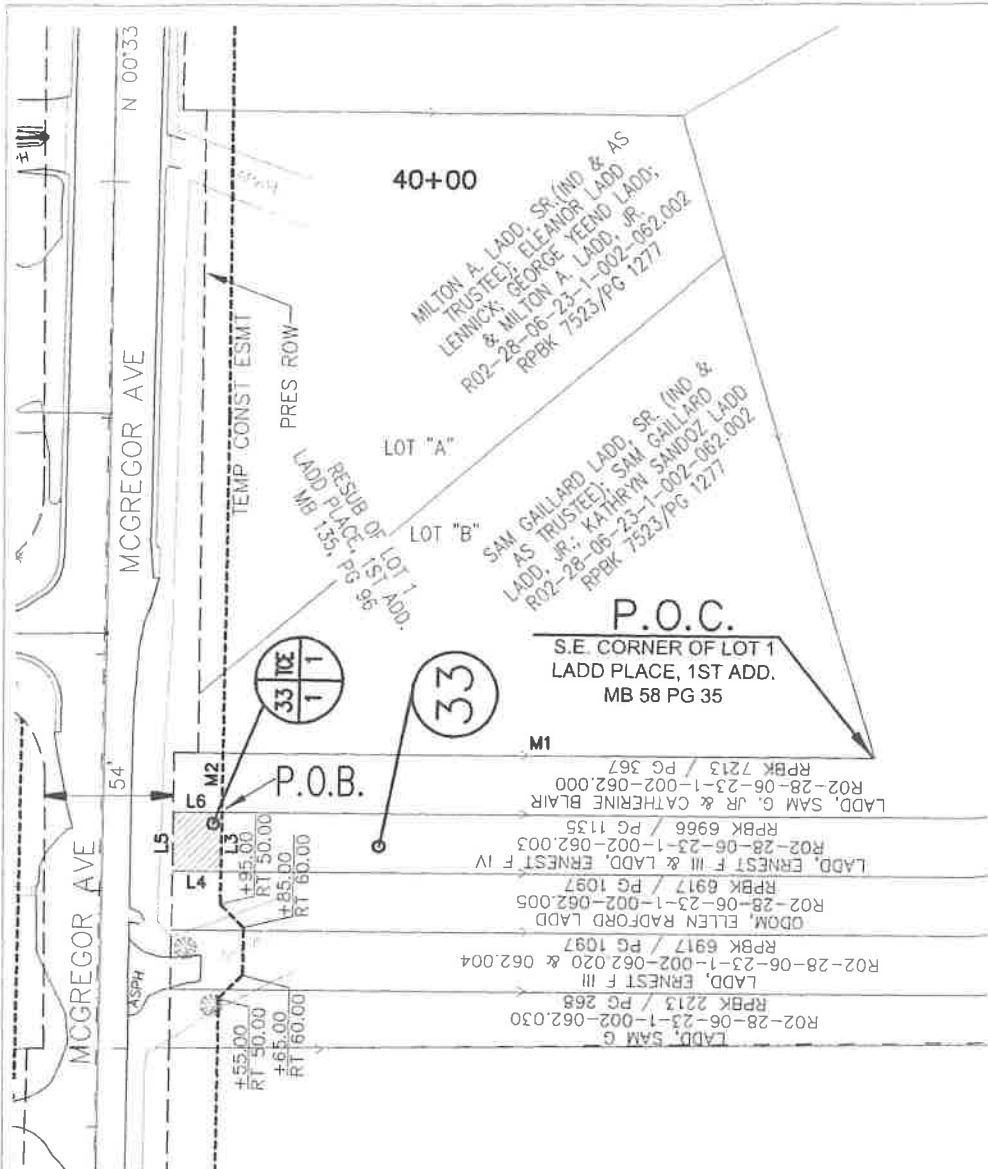
The party of the first part accepts the counter offer.

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

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

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY



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

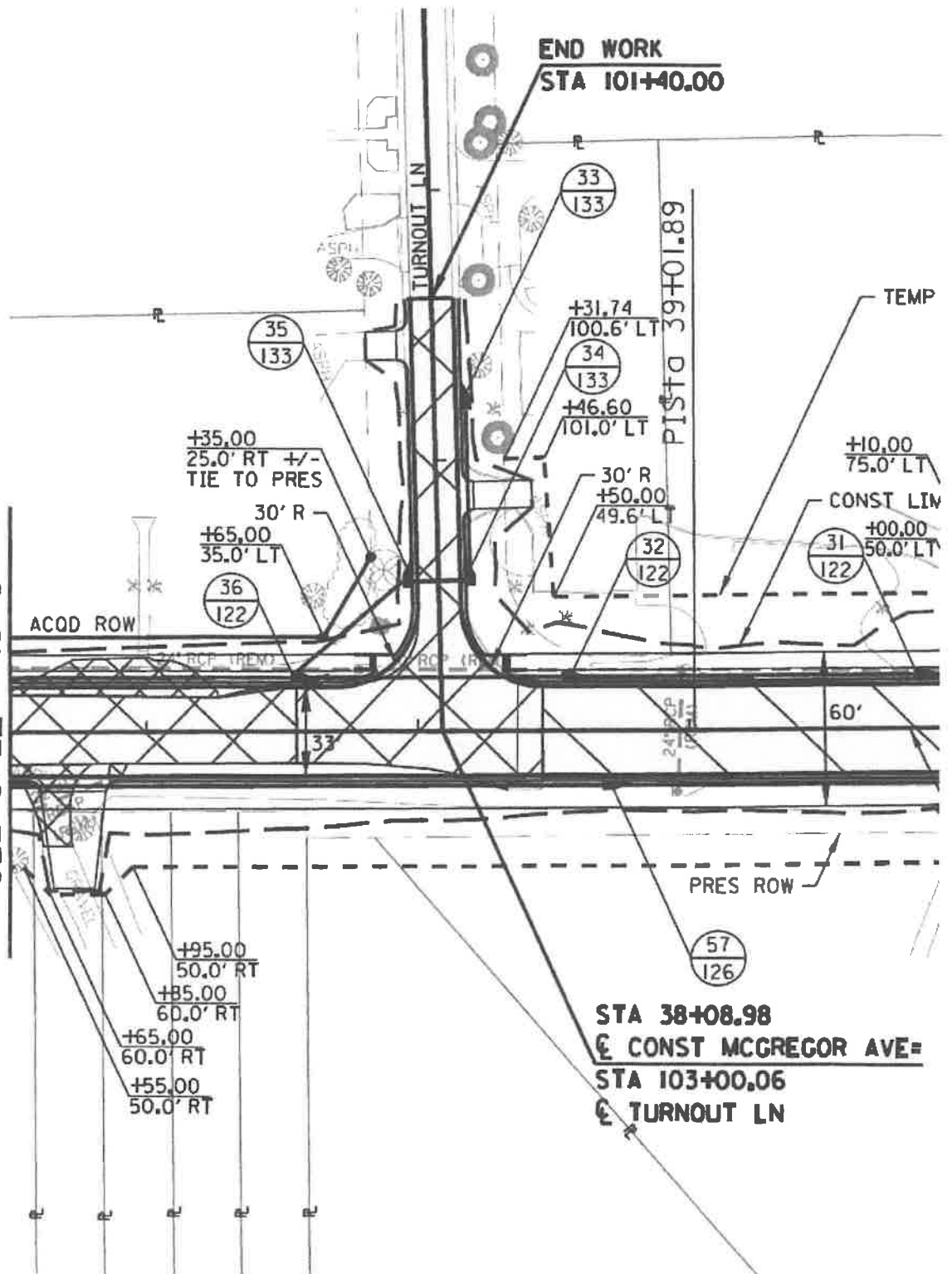
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°28'18"W	273.82'		
M2	S00°58'55"W	25.05'		
L3	S00°58'55"W	24.98'		
L4	N89°28'18"W	20.46'		
L5	N00°53'24"E	24.98'		
L6	S89°28'18"E	20.50'		



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

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

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

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

TCE 34 as depicted on attached plat Ex. A.

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

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

The party of the first part accepts the counter offer.

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

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

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

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

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

WITNESSES:











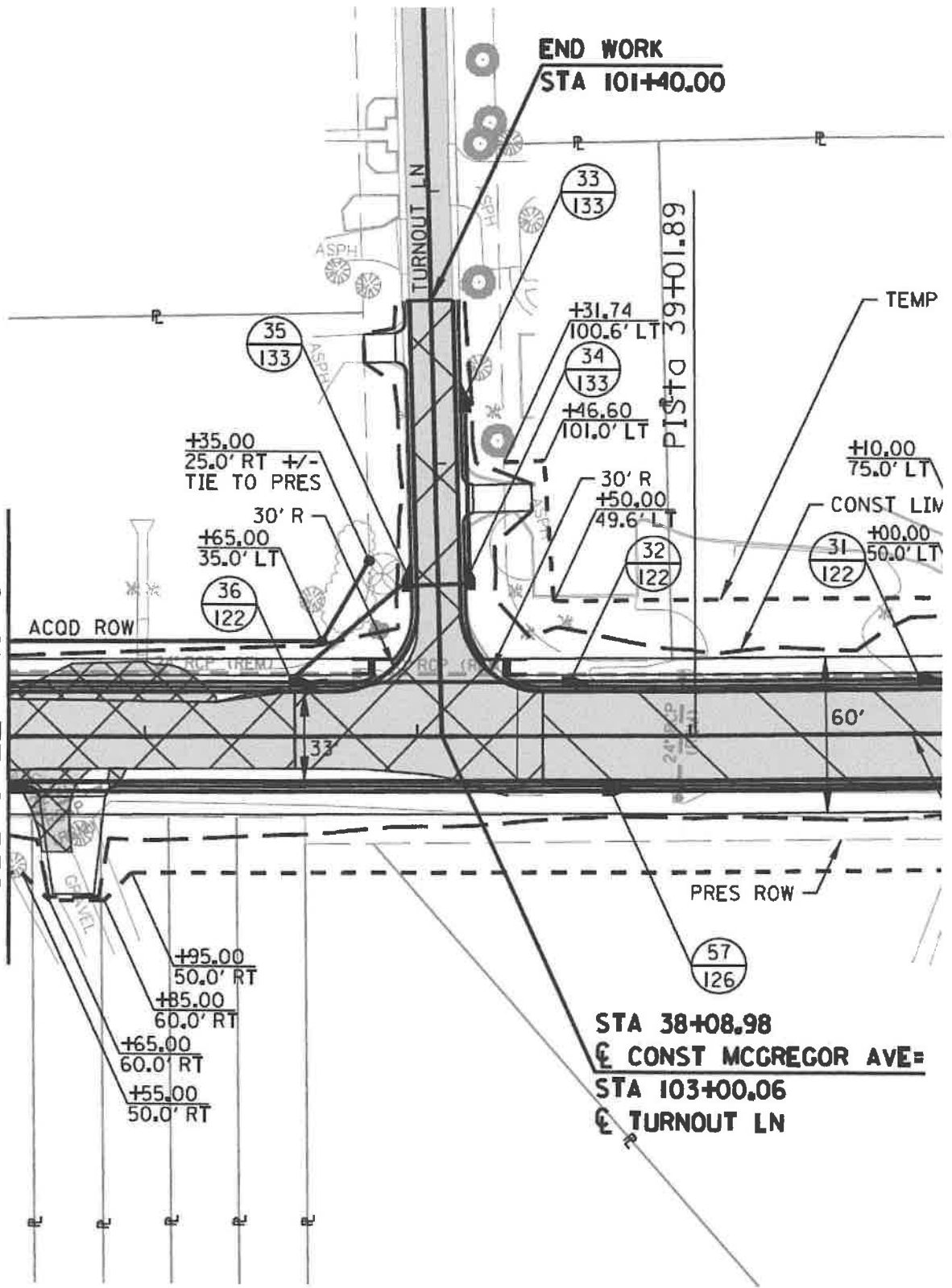
Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

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

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

TCE 42 as depicted on attached plat Ex. A.

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

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

The party of the first part accepts the counter offer.

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

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

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

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

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

January, 2022.

WITNESSES:

Brenda Ladd

Sam L. Ladd
Kathryn Sandoz Ladd

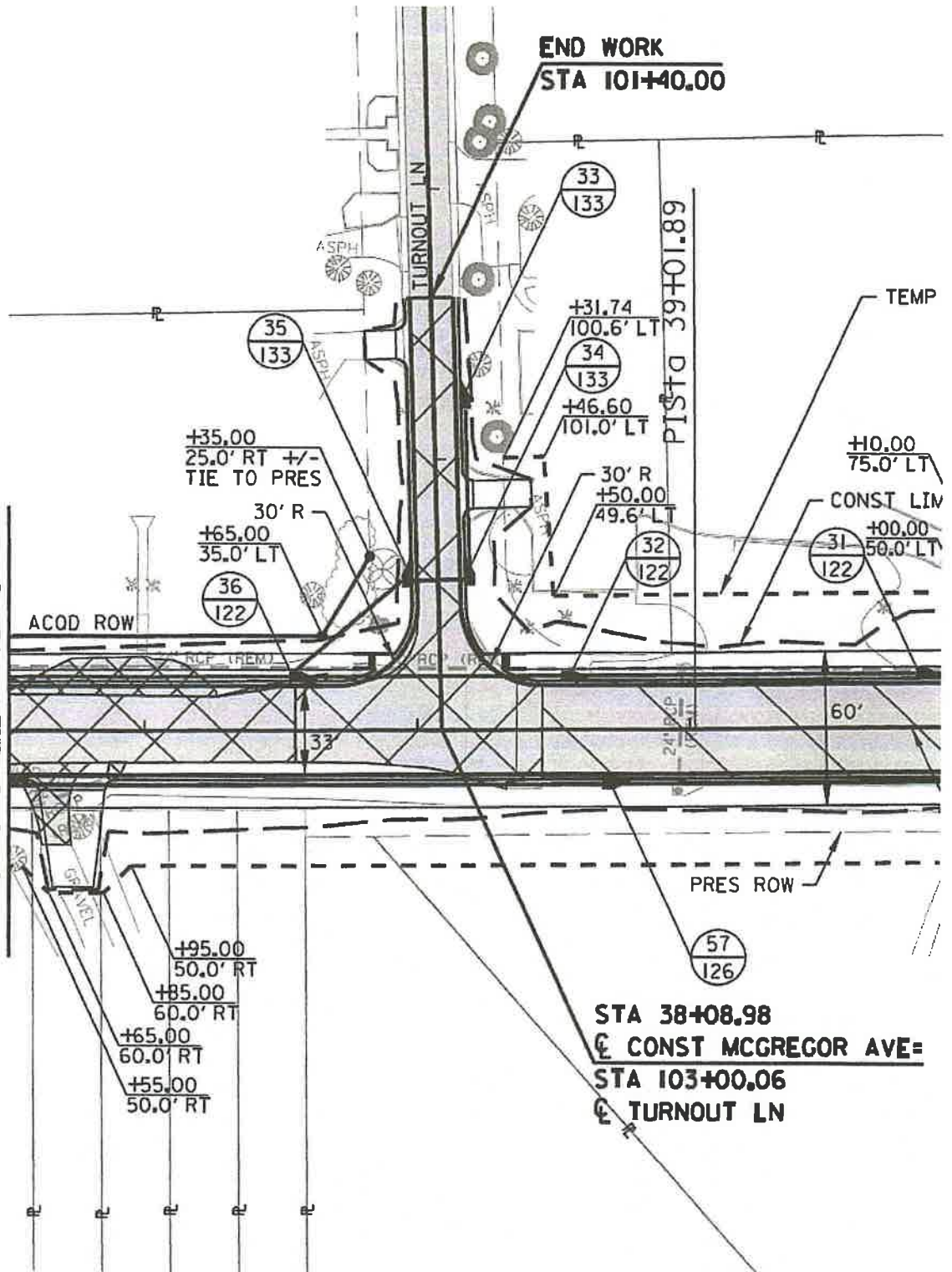
Sam L. Ladd
Land Owner(s)

LPA Engineer or
designated representative

EXHIBIT A

EXHIBIT B

MATCH LINE STA 36+50
SEE SHEET NO 6



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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 30

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

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

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

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

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

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

The described parcel contains 0.01 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

_____ County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 31

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

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

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

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

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

The described parcel contains 0.02 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

_____ County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ. NO. 100052600

COUNTY OF MOBILE

TRACT NO. 32

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

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

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

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

The described parcel contains 0.01 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title _____

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

_____ County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 33

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

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

The described parcel contains 0.01 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

_____ County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 34

DATE: FEBRUARY 8, 2022

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

The described parcel contains 0.01 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

_____ County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 42

DATE: February 8, 2022

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

The described parcel contains 0.01 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to

STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

_____ County, Alabama.

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA }

COUNTY OF MOBILE }

W.E. # A6553-56-AT18

APC No. 72267323

THIS AGREEMENT, made and entered into on this the ____ day of _____, 202~~2~~, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter called the City and Alabama Power Company, a corporation, hereinafter called the Power Company:

W I T N E S S E T H :

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

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

parcel 29092920000001.000.

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

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

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easement identified in the exhibit "A" upon the terms and conditions hereinafter set out.

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for the installation, operation and maintenance of poles, wires, conduits, cables, guy wires, anchors, trans closures and other appliances and facilities useful or necessary in connection therewith for the overhead and underground transmission and distribution of electric power and for the overhead and underground communication service upon, over, under and across the above described land. The exact location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A6553-56-AT18** marked as Exhibit "A" attached hereto and made a part hereof.

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

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

- A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.
- B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.
- C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in the future in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.
- D. The Power Company, in the construction, operation and maintenance of said electric power facilities and communication service, shall not deposit or place any spoil closer than 25 feet of any power poles, towers, structures and/or guy wires presently or hereafter located on said lands and no spoil shall be placed at any location that will reduce the present conductor clearance underneath said facilities.
- E. The City shall not deposit or place any spoil closer than 25 feet of any power poles, towers, structures and/or guy wires presently or hereafter located on said lands and no spoil shall be placed at any location that will reduce the present conductor clearance underneath said facilities.
- F. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.
- G. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.
- H. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.
- I. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.
- J. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.
- K. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

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

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

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2022

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: _____
Its: Team Leader

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of February, 2022



Erica Maize
Notary Public-State at Large

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

STATE OF ALABAMA)
COUNTY OF MOBILE)

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

Given under my hand and official seal, this the _____ day of _____, 2022

Notary Public
My Commission Expires: _____

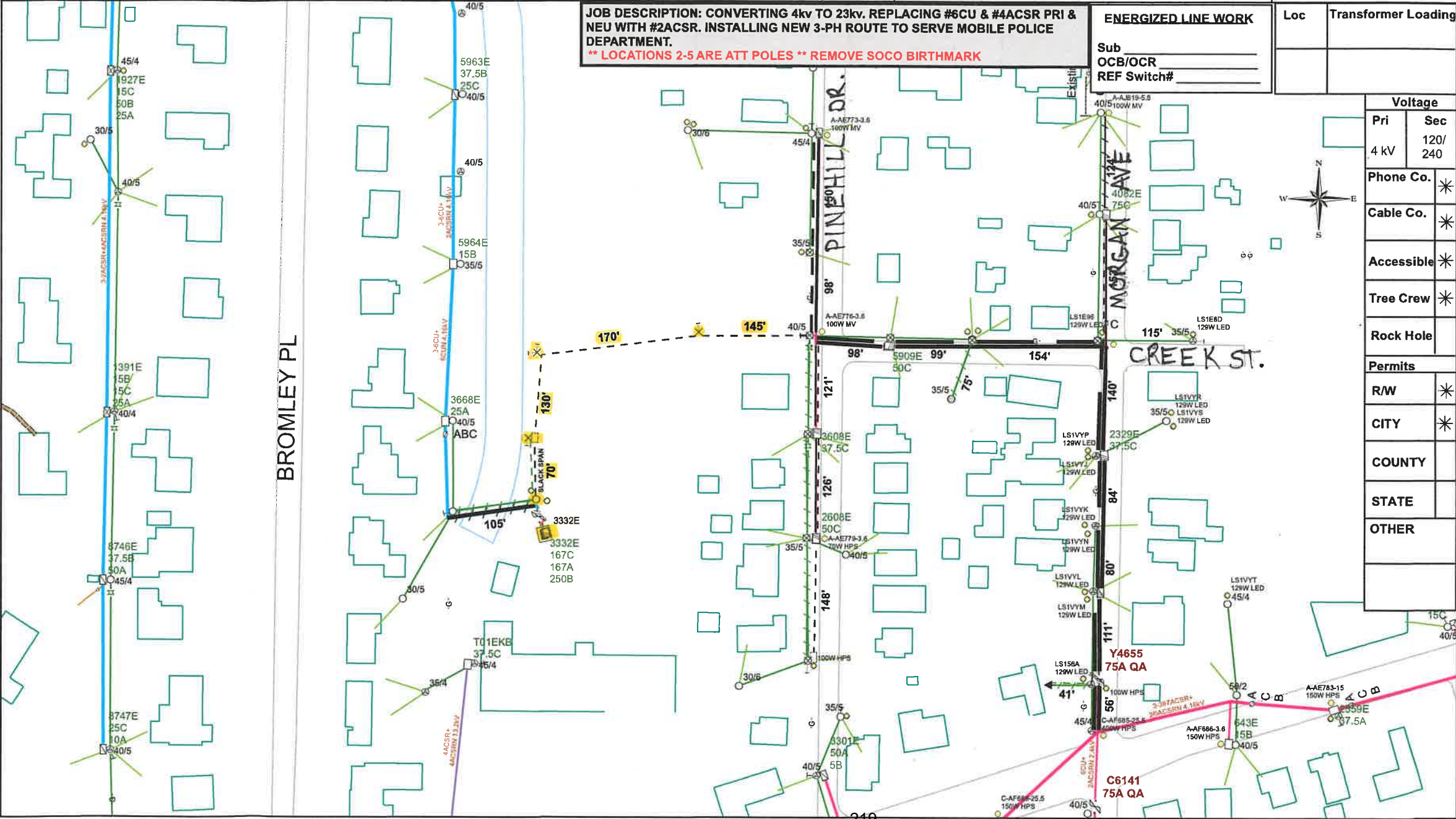
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1295516 11135352

Map Center LatLon:
30.674673 -88.097446

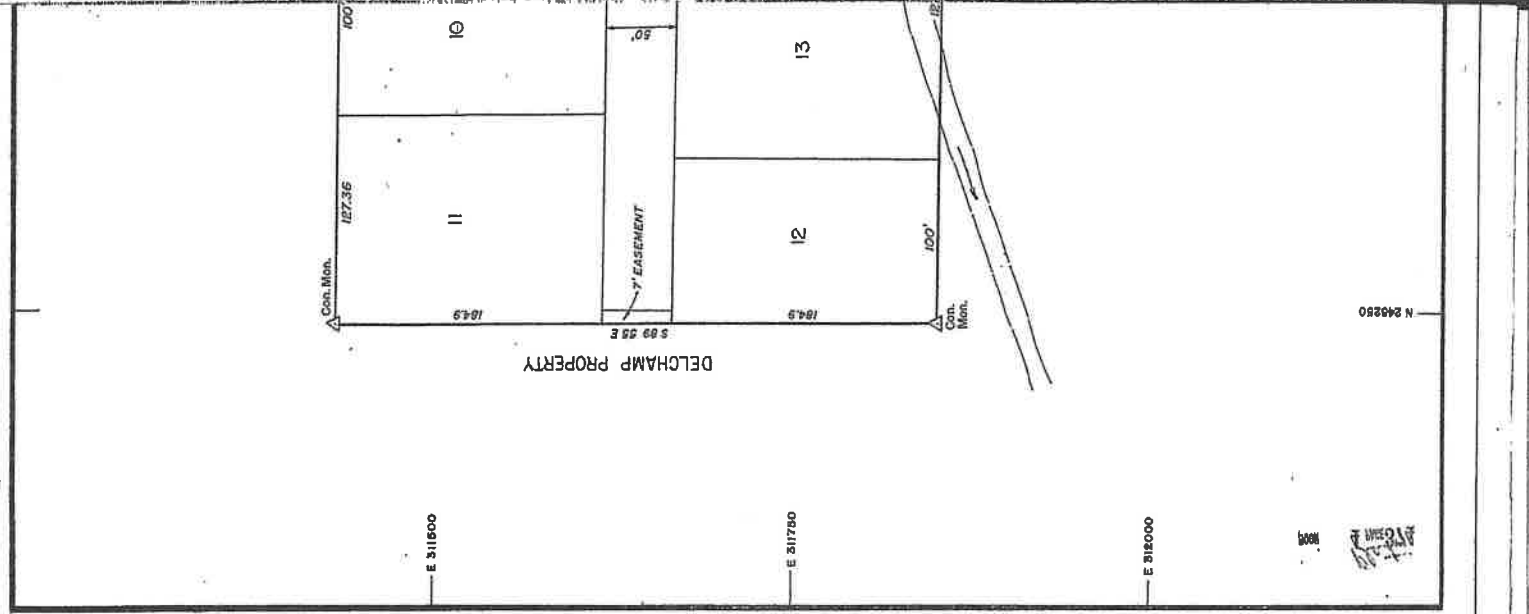
NOT TO SCALE

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



Property Sur
of
Stanard Sub.
Located in
Sec. 29, T4S
R1W.
6440.

Box 4 map 874



RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a permanent easement to **ALABAMA POWER COMPANY** as set out in W.E. #A6553-56-AT18, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE and 00/100 DOLLAR (\$1.00), needed for the **ALABAMA POWER COMPANY** to better position a new 3-Phase Route from its current location along a drainage ditch to Morgan Avenue and Creek Street.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/6/2022 - 11:58
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

n/a

Effective Date of Contract:

2/22/2022

Funding Source

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

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

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

REVIEWERS:

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

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/7/2022 - 3:30
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/15/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/7/2022 - 3:15 PM