



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, February 9, 2021, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Dr. Chris Farmer, Riverside Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Russell Blackwell for a waiver of the Noise Ordinance at 911 Dauphin Street on April 10, 2021, from 7:30-11:00 p.m. (District 2).

Request of Right Way Christian Center Church for a waiver of the Noise Ordinance in Langan Park on April 4, 2021, from 6:00 a.m.-1:00 p.m. (District 7).

10. PUBLIC HEARINGS

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

Public hearing to declare the structure at 19 Elizabeth Place a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 307 Gaston Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1959 Moton Street a public nuisance

and order it demolished (District 2).

Public hearing to declare the structure at 1618 Bryan Avenue a public nuisance and order it demolished (District 3).

Public hearing to determine the property at 1151 Alba Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1207 Michigan Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 709 South Carolina Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 709 Mandrell Street a public nuisance and order it secured/demolished (District 5).

Public hearing to fix the costs for the demolition of the structure at 2665 Betbeze Street, \$2,050.00 (District 1).

Public hearing to fix the costs for the demolition of the structure at 1162 Brussels Street, \$1,698.00 (District 2).

Public hearing to fix the costs for the demolition of the structure at 1104 Partridge Street, \$2,198.00 (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill

ESSENTIAL/COVID 19 ITEMS HELD OVER

64-004 Ordinance to rezone property located at 1590 & 1574 St. Stephens Road and 1563 Basil Street (northwest corner of St. Stephens Road and Dunbar Street, extending to the west terminus of Basil Street) from B-3 and R-1 to B-3 (District 2).

64-005 Ordinance to rezone property located at 4583 Cypress Business Park Drive (west side of Cypress Business Park Drive, extending to the east side of Interstate 10) from B-3 and B-5 to B-5 (Office Distribution District) (District 4).

65-006 Ordinance to amend Chapter 64 of the City Code and to create Chapter 65 relating to Urban Forestry, the Mobile Tree Commission and tree protection and management (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

07-007 Ordinance pertaining to animal tethering (revised version) (sponsored by Councilmember Richardson) (submitted by Chris Arledge, Council Attorney).

08-062 Approve purchase order to Airgas USA LLC. for 10 respirator kits, \$18,133.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-063 Approve purchase order to UJ Chevrolet Co. Inc. for Chevrolet Silverado pickup truck, \$27,632.54 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-064 Approve purchase order to Truck Equipment Sales Inc. for 3 Ford F250 Trucks, \$107,970.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-065 Approve purchase order to DreamSeats LLC for furniture for fire stations, \$17,017.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-066 Appropriate \$1,878,000 from the 2020 Alabama Municipal Government Trust Allocation to various capital projects (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-067 Authorize contract with Southern Earth Sciences, Inc. for bi-annual ground water sampling, statistical evaluations and ground water monitoring reports for both Bates C & D Landfill and Hickory Street Landfill, \$56,538.90 (sponsored by Mayor Stimpson and Councilmembers Manzie & Gregory) (submitted by Nick Amberger, Engineering Department).

21-068 Authorize contract with D.O.T Construction Services, Inc., for 2019 Miscellaneous Drainage Repairs (Group A), COM Project No. 2019-3005-03 (D# 2, 3, &4); \$775,946.00 (sponsored by Mayor Stimpson and Council members Manzie, Small, and Williams), (submitted by Nick Amberger, Engineering Department)

31-069 Authorize FY20 Assistance to Firefighters Grant (AFG) (City's portion 10%) (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

60-080 Approve settlement agreement with John & Patricia Burke concerning 1775 Pake Ave., 1801 Pake Ave., & 2320 Boykin Boulevard (sponsored by Mayor Stimpson) (submitted by Chris Arledge, Council Attorney).

ESSENTIAL/COVID 19 ITEMS

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

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

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

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

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

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

13-086 Authorize Contract Change Order No. 2 with John G. Walton Construction Co., Inc., for Baltimore St., Street and Drainage Rehabilitation from Ann Street to I-65 Service Road, \$72,693.96 (total contract amount - \$5,978,010. (sponsored by Mayor Stimpson & Councilman Small) (submitted by Nick Amberger, Engineering Department).

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

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

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

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

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

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

37-093 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for Cracker Barrel 94, 845-A Schillinger Road South (sponsored by Councilmember Gregory).

40-094 Declare the structure at 19 Elizabeth Place a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-095 Declare the structure at 307 Gaston Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-096 Declare the structure at 1959 Moton Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-097 Declare the structure at 1618 Bryan Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-098 Declare the property at 1151 Alba Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-099 Declare the structure at 1207 Michigan Avenue a public nuisance and order it demolished(sponsored by Councilmember Small).

40-100 Declare the structure at 709 South Carolina Street a public nuisance and order it demolished(sponsored by Councilmember Small).

40-101 Declare the structure at 709 Mandrell Street a public nuisance and order it secured/demolished (sponsored by Councilmember Daves).

40-102 Fix the costs for the demolition of the structure at 2665 Betbeze Street, \$2,050.00 (sponsored by Councilmember Richardson).

40-103 Fix the costs for the demolition of the structure at 1162 Brussels Street, \$1,698.00 (sponsored by Councilmember Manzie).

40-104 Fix the costs for the demolition of the structure at 1104 Partridge Street (sponsored by Councilmember Manzie).).

58-105 Declare weeds noxious, Weed Lien Group 1611

60-106 Determine an appropriation to the Excelsior Band, Inc., serves a public purpose and approve payment, \$2,500.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-107 Determine an appropriation to The Village of Spring Hill, Inc. serves a public purpose and approve payment, \$7,500.00 (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Department)..

60-108 Approve settlement agreement and release of claims - Aubrey B.

Sawyer, Royalle J. Reese & Michael & Robin Freeman (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-109 Determine an appropriation to the Mobile Botanical Gardens serves a public purpose and approve payment, \$8,487.81 (sponsored by Councilmember Gregory).

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

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

12. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/3/2021 - 10:20
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/4/2021 - 10:23
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/4/2021 - 1:30
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/7/2021 - 9:53
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 19 Elizabeth Place - ME-153-20

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 307 Gaston Street - ME-126-20

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 1959 Moton Street - ME-187-19

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - Demolition

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 1618 Bryan Avenue - ME-112-20

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

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:

2/9/2021

Funding Source

Project # 1151 Alba Street - ME-092-19

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

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:

2/9/2021

Funding Source

Project # 1207 Michigan Avenue - ME-120-20

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

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:

2/9/2021

Funding Source

Project # 709 S. Carolina Street - ME-118-20

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition of garage/Securing of house

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 709 Mandrell Street - ME-213-19

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
City Clerk Merchant, Mary Ann	Approved	2/4/2021 - 9:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/6/2021 - 12:04
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/6/2021 - 12:03
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/6/2021 - 12:01
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/4/2021 - 1:31
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/30/2020 -
3:04 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/31/2020 -
9:48 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/2/2021 - 1:46
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to AirGas USA LLC for 10 MSA G1 Premeire Escape Respirator Kits.

General Fund/USAR Grant

Amount of Contract:

\$18,133.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210128 Airgas Agenda Package POs	Cover Memo	1/28/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:52 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>3378</u>	2021	(1510) FIRE ADMINISTRATION	10 MSA G1 PREMAIRE ESCAPE RESPIRATOR KITS (SEALED BID 5503)	\$18,133.50	<u>(291178) AIRGAS USA LLC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003378-00 FY 2021 Acct No: 5501.30.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910519091 Status: Approved	Page 1
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Vendor AIRGAS USA LLC 5480 HAMILTON BLVD THEODORE, AL 36582 Tel#251-222-3645 Fax 251-653-8752	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/20	291178				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID # 5503 AND YOUR QUOTE BREATHING EQUIPMENT AS SPECIFIED: G1 PremAire Cadet Escape Respirator; MSA G1 facemask compatible; INCLUDES: 15-minute Carbon Egress Cylinder, Kevlar Strap Carrier/Harness, G1 Facepiece, 4 pt Adjustable Head Harness, Less Fittings, Hard Case, Black in color; MSA item MSA10167678. Additional Description Notes	10.00 EACH	1813.35000	18133.50
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The MSA G1 PremAire Escape kits are being ordered to replace the current MSA confined space escape kits. The reasons for specifying the PremAire kits are as follows. Host agency Mobile Fire Rescue uses the MSA G1 line of SCBAs, which means Task Force members are issued a G1 mask, reducing costs for the Task Force who doesn't have to purchase any masks. Mobile Fire Rescue has a certified MSA technician that is able to service our MSA products at no cost to the Task Force, and can provide fit testing for Task Force members utilizing Mobile Fire equipment, which means the Task Force does not need to invest in fit testing equipment.

Technical specifications required:

1. 15-Minute Carbon egress cylinder

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003378-00 FY 2021 Acct No: 5501.30.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910519091 Status: Approved	Page 2
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Vendor AIRGAS USA LLC 5480 HAMILTON BLVD THEODORE, AL 36582 Tel#251-222-3645 Fax 251-653-8752	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/20	291178				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2.	Kevlar strap carrier/harness			
3.	MSA G1 facepiece			
4.	Stage 2 regulator that is compatible with the MSA G1 facepiece			
5.	4-point adjustable head harness			
6.	Hard case			
	Vendor Item			
1	5501.30.15.0000.0000.1510.0000.0000.44020. E G-FD8FIL .OPERSUPPLS.			18133.50

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

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

[Requisition Link](#)

Requisition Total 18133.50

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003378-00 FY 2021 Acct No: 5501.30.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910519091 Status: Approved
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Page 3

Vendor
 AIRGAS USA LLC
 5480 HAMILTON BLVD

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

THEODORE, AL 36582

Tel#251-222-3645
 Fax 251-653-8752

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/20	291178				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E G-FD8FIL .OPERSUPPLS.		18133.50	33620.99

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

Account	Amount	Remaining Budget
5501.30.15.0000.0000.1510.0000.0000.44020.	18133.50	
AL HOMELAND SECURITY EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	12/14/20	JEREMY LAMI	
Approved	12/14/20	BARRY GLISSON	Auto approved by: 910511985
Approved	12/14/20	JAMES FRANK	Auto approved by: 910511985
Approved	12/22/20	TAYLOR HARRIS	
Approved	12/22/20	RANDY THREADGILL	Auto approved by: 910518653
Forward	12/22/20	JOHN PAINE	
Forward	12/22/20	JOHN PAINE	
Approved	01/27/21	DONNA MICHELE STANLEY	Auto approved by: 910519091
Approved	01/27/21	DONALD ROSE	Auto approved by: 910519091
Approved	01/27/21	SANDRA LEWIS	Auto approved by: 910519091
Approved	01/27/21	HEATHER KIHYET	
Approved	01/27/21	DONNA MICHELE STANLEY	Auto approved by: 910519091
Approved	01/27/21	HEATHER KIHYET	Auto approved by: 910519091
Approved	01/27/21	JAMES NEESE JR	Auto approved by: 910519091

Authorized By: _____ Date: _____
 Signature

BID#5503: MSA COMPRESSED AIR ESCAPE KIT

Vendors:	Price:	ETA: from receipt of Purchase Order
AIRGAS	\$1,813.35	3-5 Days
MUNICIPAL EMERGENCY SERVICES INC.	No Bid	N/A
RITZ SAFETY LLC	\$1,825.00	30 Days
SUNBELT FIRE	\$2,049.00	Not Listed

BID SHEET

This is Not an Order

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

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

DATE 12/23/2020	BID NO. 5503	DEPARTMENT Fire Department	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
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This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, January 20, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 10-20	MSA COMPRESSED AIR ESCAPE KIT Compressed air escape kit with face and case. Kit must be compatible with existing MSA breathing air apparatus used by the City of Mobile. As per the following and attached specifications. Make _____ Model _____ Each escape kit should include the following: 1. 15-minute carbon egress cylinder 2. Kevlar strap carrier/harness 3. MSA G1 facepiece 4. Stage 2 regulator that is compatible with the MSA G1 facepiece with adjustable head harness 5. Hard case for storage of escape kit All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

Page 1 of 2

Page 1 of 2

TOTAL

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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

Pricing

Compressed air escape kit complete _____ each

Make _____ Model _____

15-minute carbon egress cylinder \$ _____

Make _____ Model _____

Kevlar strap carrier/harness \$ _____

Make _____ Model _____

MSA G1 facepiece \$ _____

Make _____ Model _____

Stage 2 regulator that is compatible with the MSA G1 facepiece with adjustable head harness \$ _____

Make _____ Model _____

Hard case for storage of escape kit \$ _____

Make _____ Model _____

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to 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:2/9/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet for one Chevrolet Silverado 4x2 crew cab pickup truck.

General fund.

Amount of Contract:

\$27,632.54

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210127 UJ Agenda Package POs	Cover Memo	1/27/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:54 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>4718</u>	2021	(F7000) MOTOR POOL	CHEVROLET SILVERADO 4X2 ½ TON CREW CAB PICKUP TRUCK (SEALED BID 5473)	\$27,632.54	<u>(210000) UJ CHEVROLET CO INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004718-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/21	210000	01/12/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK PICK UP 1/2 TON 4X2 CREW CAB PICKUP TRUCK WITH 6.5 FOOT BED WITH LIGHT PACKAGE A INSTALLED. VENDOR TO PROVIDE CHEVROLET SILVERADO 1500 VENDOR SHALL DELIVER TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET MOBILE, ALABAMA. NO CITY EMPLOYEE IS TO PICK UP THE VEHICLE, IF VENDOR FAILS TO DELIVER TO THE MOTOR POOL AT 745 BROAD STREET, THE CITY WILL DEDUCT \$1000.00 FROM THE PAYMENT AND PAYMENT MAY BE DELAYED. ANY CHANGES WILL BE DONE IN WRITING BY THE PURCHASING AGENT OF THE CITY OF MOBILE AS [ER MY BID #5473 AND YOUR QUOTE Additional Description Notes 2021 1/2 TON 4X2 CREW CAB PICKUP TRUCK WITH 6.5 FOOT BED WITH LIGHT PACKAGE A INSTALLED. REQUESTED BY TRAFFIC ENGINEERING	1.00 EACH	27632.54000	27632.54
1	2000.80.00.0000.0000.0000.0000.47120. E E0004 .VEHICLEEXP.			27632.54

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004718-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/21	210000	01/12/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	27632.54
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0004 .VEHICLEEXP. .	27632.54	6961.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.		

	27632.54
CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	01/19/21	KINA ANDREWS	
Approved	01/19/21	JOHN PEAVY	Auto approved by: 910515803
Approved	01/19/21	DORIS IRBY	Auto approved by: 910515803

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004718-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/21	210000	01/12/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/19/21 TIFFANY HOLLINS			
Approved	01/19/21 MARILYN MCMILLAN	Auto approved by:	910514227	
Approved	01/19/21 RELYA MALLORY	Auto approved by:	910514227	
Approved	01/24/21 DONNA MICHELE STANLEY	Auto approved by:	9105paij	
Approved	01/24/21 DONALD ROSE	Auto approved by:	9105paij	
Approved	01/24/21 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	01/24/21 HEATHER KIHYET	Auto approved by:	9105paij	
Approved	01/24/21 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

BID TAB FOR BID #5473**PICKUP TRUCKS****STIVERS
FORD****UJ CHEVY****AUTO-
NATION
FORD****1/2 TON 4X2 EXTENDED CAB**

6.5 ft	Pkg A	\$26,721.00 **\$28,057.05	\$25,215.68	\$27,880.00
8 ft	Pkg A	\$26,855.00 \$28,197.75		\$27,990.00
6.5 ft	Pkg B	\$27,221.00 \$28,582.05	\$26,635.35	\$29,880.00
8 ft	Pkg B	\$27,355.00 \$28,772.75		\$29,990.00

1/2 TON 4X4 EXTENDED CAB

6.5 ft	Pkg A	\$28,782.00 \$30,221.10	\$27,491.84	\$29,950.00
8 ft	Pkg A	\$30,451.00 \$31,973.55		\$31,120.00
6.5 ft	Pkg B	\$29,282.00 \$30,746.10	\$28,911.84	\$31,950.00

1/2 TON 4X2 4 DOOR CREW CAB

6.5 ft	Pkg A		\$27,632.54	\$33,645.00
8 ft	Pkg A			
6.5 ft	Pkg B	*	\$29,052.54	\$35,645.00
8 ft	Pkg B			

1/2 TON 4X4 EXTENDED CAB

6.5 ft	Pkg A	\$33,058.00 \$34,710.90	\$29,629.05	\$37,225.00
6.5 ft	Pkg B	\$33,058.00 \$34,710.90	\$31,049.05	\$39,225.00

3/4 TON 4X2 EXTENDED CAB

6.5 ft	Pkg A	\$28,965.00 \$30,413.25	\$30,512.67	\$29,940.00
8 ft	Pkg A	\$29,644.00 \$31,162.20	\$30,696.19	\$30,140.00
6.5 ft	Pkg B	\$29,465.00 \$30,938.25	\$31,932.67	\$31,940.00
8 ft	Pkg B	\$29,644.00 \$31,125.20	\$32,116.19	\$32,140.00

3/4 TON 4X4 EXTENDED CAB

6.5 ft	Pkg B	\$31,923.00 \$33,519.15	\$33,477.01	\$34,398.00
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3/4 TON 4X2 4 DOOR CREW CAB

6.5 ft	Pkg A	*	\$31,939.45	\$31,220.00
8 ft	Pkg A		\$32,122.91	\$31,420.00
		\$30,780.00		
6.5 ft	Pkg B	\$32,319.00	\$33,359.88	\$33,220.00
		\$30,937.00		
8 ft	Pkg B	\$32,483.85	\$33,542.91	\$33,420.00

3/4 TON 4X4 4 DOOR CREW CAB

		\$32,745.00		
6.5 ft	Pkg A	\$34,382.25	\$33,908.72	\$33,710.00
8 ft	Pkg B		\$35,512.28	\$33,910.00
		\$33,245.00		
6.5 ft	Pkg B	\$34,907.25	\$35,328.72	\$35,710.00
		\$33,431.00		\$33,910
8 ft	Pkg B	\$35,102.55	\$35,512.28	\$35,910

*VENDOR USED INCORRECT BID FORM

**ADJUSTED FOR LOCAL VENDOR PREFERENCE

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
09/11/2020	5473	Motor Pool	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, September 15, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<u>CORRECTED BID PAGE FOR BID #5473</u> 2021 OR NEWER ½ and ¾ TON PICKUP TRUCKS					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 8 ½ foot bed with light package A, or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package B, or equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Page 1 of 7			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 7					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 8 foot bed and Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 3 of 7						
Appx. 1-20	2021 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ½ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
TOTAL						

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 4 of 7						
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
			TOTAL			

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We will allow a discount _____ % 20 days from date of receipt of goods
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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 7					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications.					
	Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications.					
	Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with light package B, or Equal as per the following <u>MINIMUM</u> specifications.					
	Make: _____ Model: _____					
Appx. 1-20	2021 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications.					
	Make: _____ Model: _____					
	Furnish Factory Literature and Specifications.					
	All trucks shall be delivered with trailer package, spray in bed liner, running bar/step bar as a standard equipment, and Strobe/LED Warning Lights system as specified.					
	Colors ordered may be white or red.					
	Upon award, the City may purchase a minimum of one (1) of each of the 2021 or Newer ½ or ¾ Ton Pickup Trucks.					
	The City may buy up to twenty-five (25) more of each of the various pickup types listed above.					
	Different prices for different colors not acceptable.					
	NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with					

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By _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 7 the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Vehicle colors will be decided prior to issuance of Purchase Order. White and Red should be available along with other colors. Different prices for different colors not acceptable. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) 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.					
			TOTAL			

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READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

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

All vehicles will be provided with the following:

Trailer receiver high, 6 pin and 7 pin electrical connections for trailer, spray in bed liner, and running board suitable for the cabs of the vehicle.

Vehicles will be provided with a LED Strobe Warning System as specified.

Warning Light Kit A

Vehicle shall be equipped with LED 4 Corner Strobe Light Kit.

LED lights shall be approximately 3.5 inches in length, 1.4 inches wide with a height from surface of approximately .75 inches.

There shall be no LED strobes in either the headlights/turn signal or taillight light fixture.

If they are placed in the headlight/turn signal or taillight lift fixtures, the vehicle will be refused.

The light heads should use approximately .5 (½) AMP of power each light head and be white in color. Other colors may be requested (yellow, red, or blue), and will be indicated on the Purchase Order.

Warning Light Kit B

Lighting part to consist of light heads using surface mounting approximate dimension of light heads to be 3.5" in height, 1.4" in width with height from surface of mount. Not to exceed approximately ¾".

Voltage current use lights shall be rated at .5 (½) AMP per light head. LEDs will be white. Other colors may be requested (yellow, red, or blue) and will be indicated on the Purchase Order.

Kit shall consist of 2 light heads on front of vehicle, 2 light heads on rear of vehicle. A side light shall consist of 8 light heads under the cab frame or on running board protected from footwear contact and road debris. Running board/side lights shall be 4 clear and 4 amber (yellow) per side.

Under no circumstances shall a LED strobe be placed in front headlight or turn signal fixture or in rear taillight fixture.

If so placed, vehicle will be rejected until at which time the fixture has been replaced.

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Drive Type – 4 X 2.	_____	_____
4. Transmission – Automatic.	_____	_____
5. Color – White.	_____	_____
6. Dual Air Bags.	_____	_____
7. Heat and Air conditioning – Factory Installed.	_____	_____
8. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
10. Cruise Control – Factory Installed.	_____	_____
11. Tilt Steering - Factory Installed.	_____	_____
12. Brakes – Anti-Lock Brakes.	_____	_____
13. Wheels – No Hub Caps.	_____	_____
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
15. Power Windows.	_____	_____
16. Power Door Locks.	_____	_____
17. Map Lights and Day Time Running Lights.	_____	_____
18. Camera – Rear back up camera.	_____	_____
19. Four Corner Strobes Lights per specification	_____	_____
20. Spray on Bedliner.	_____	_____
21. Tow Package.	_____	_____

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED warning lights as per specifications		
20. Spray on Bedliner.		
21. Tow Package.		

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 2.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
21. Tow Package.		

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
21. Tow Package.		

SPECIFICATIONS

1 -20 – 2021 or Newer ¾ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 2.	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. LED Warning package as per specifications	☐	☐
20. Running Boards	☐	☐
21. Spray on Bedliner.	☐	☐
23 Trailer Package	☐	☐

SPECIFICATIONS

1 -20 – 2021 or Newer ¾ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
23 Trailer towing package		

SPECIFICATIONS

1 -20 – 2021 or Newer ¾ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	_____	_____
2. Fuel Type – Gasoline.	_____	_____
3. Drive Type – 4 X 2.	_____	_____
4. Transmission – Automatic.	_____	_____
5. Color – White.	_____	_____
6. Dual Air Bags.	_____	_____
7. Heat and Air conditioning – Factory Installed.	_____	_____
8. Radio – AM/FM with CD Player - Factory Installed.	_____	_____
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	_____	_____
10. Cruise Control – Factory Installed.	_____	_____
11. Tilt Steering - Factory Installed.	_____	_____
12. Brakes – Anti-Lock Brakes.	_____	_____
13. Wheels – No Hub Caps.	_____	_____
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	_____	_____
15. Power Windows.	_____	_____
16. Power Door Locks.	_____	_____
17. Map Lights and Day Time Running Lights.	_____	_____
18. Camera – Rear back up camera.	_____	_____
19. LED Warning package as per specifications	_____	_____
20. Spray on Bedliner.	_____	_____
21. Trailer Towing package	_____	_____

SPECIFICATIONS

1 -20 – 20212 or Newer ¾ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 4.	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. LED Warning package as per specifications	☐	☐
20. Spray on Bedliner.	☐	☐



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:2/9/2021

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales Inc for 3 Ford F250 extended cab trucks with Knapheide 696 utility body.

General Fund.

Amount of Contract:

\$107,970.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210127 Truck Agenda Package POs	Cover Memo	1/27/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:53 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>704</u>	2021	(F7000) MOTOR POOL	3 FORD F250 EXTENDED CAB TRUCKS WITH KNAPHEIDE 696 UTILITY BODY (SEALED BID 5497)	\$107,970.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000704-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 TRUCK EQUIPMENT SALES INC
 4700 RANGELINE RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606
 Fax 251-666-8676

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/20	208560	10/13/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 3/4 TON TRUCK W/UTILITY BODY AS SPECIFIED: 2021 FORD F250 EXTENDED CAB WITH UTILITY BODY MOUNTED ON CHASSIS, PIPE RACK, SPRAY ON BEDLINER, LIGHT PACKAGE A (FOUR CORNER STROBES) AND TOW PACKAGE. VENDOR TO PROVIDE 2021 OR NEWER FORD F-250 WITH KNAPHEIDE 696 BODY. VENDOR SHALL DELIVER THE COMPLETED UNITS TO THE CITY OF MOBILE MOTOR POOL AT 745 SOUTH BTROAD STREET. AS PER MU BID #5497 AND YOUR QUOTE Additional Description Notes	3.00 EACH	35990.00000	107970.00

2021 FORD F250 EXTENDED CAB WITH UTILITY BODY MOUNTED ON CHASSIS, PIPE RACK, SPRAY ON BEDLINER, LIGHT PACKAGE A (FOUR CORNER STROBES) AND STANDARD TOW PACKAGE. REQUESTED BY FACILILTY MAINTENANCE MECHANICAL SYSTEMS.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP.	107970.00
--	-----------

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000704-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
 TRUCK EQUIPMENT SALES INC
 4700 RANGELINE RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606
 Fax 251-666-8676

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/20	208560	10/13/20			MOTOR POOL

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

Requisition Link

Requisition Total 107970.00

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

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP.	107970.00	158172.41

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	107970.00	
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	01/24/21	JOHN PAINE	GL Allocation changed
Approved	10/14/20	DIANE MCCARTY	
Approved	01/25/21	DIANE MCCARTY	
Approved	01/25/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	01/25/21	DONALD ROSE	Auto approved by: 9105paij
Approved	01/25/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/25/21	HEATHER KIHYET	Auto approved by: 9105paij
Approved	01/25/21	JOHN PAINE	

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00000704-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
TRUCK EQUIPMENT SALES INC
4700 RANGELINE RD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#251-666-8606
Fax 251-666-8676

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/13/20	208560	10/13/20			MOTOR POOL
-----	-----	-----	-----	-----	-----

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

BID TAB FOR BID #5497

3/4 TON EXTENDED CAB TRUCK WITH UTILITY BODY

TRUCK EQUIPMENT SALES	LONG LEWIS OF THE RIVER REGION
\$35,990.00	\$36,506.00

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

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

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

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/25/2020	5497	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, December 11, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 2-8	¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY Vendor to provide chassis with Reading Model U98 Body, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____ The Chassis are ¾ Ton Extended Cab Chassis with single rear wheels, gasoline engines and C.A. of 56 inches. Upon award, the City will purchase a minimum of two (2) trucks with utility bodies. The City may purchase up to six (6) additional trucks with utility bodies following the award of this bid.					
			TOTAL			

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to ~~reject~~ any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned unopened.
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 Price to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. City of Mobile Business license required. See Item 14 on reverse. 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. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	☐	☐
2. EXTENDED CAB	☐	☐
3. GASOLINE ENGINE	☐	☐
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	☐	☐
5. SINGLE REAR AXLE	☐	☐
6. ALL WEATHER TIRES	☐	☐
7. AIR CONDITIONING	☐	☐
8. VINYL SEATS	☐	☐
9. CHASSIS COLOR TO BE WHITE	☐	☐
10. TOWING PACKAGE	☐	☐
11. SPARE TIRE WITH CRANK DOWN STORAGE	☐	☐
12. CAB TO AXLE – 56 INCHES	☐	☐

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

	YES	NO
1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion.	_____	_____
2. Floor - The floor plate is to be constructed of a <u>minimum</u> of 12-gauge treadplate with a 13/8" return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	_____	_____
3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	_____	_____
4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a <u>minimum</u> of 12" high and be a slammable style.	_____	_____
5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements.	_____	_____
6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	_____	_____
7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage.	_____	_____
8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	_____	_____
9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	_____	_____
10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.)	_____	_____

- | | | |
|--|-------|-------|
| 11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. | _____ | _____ |
| 12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal. | _____ | _____ |
| 13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. | _____ | _____ |
| 14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. | _____ | _____ |
| 15. Final Paint - Factory painted white inside of compartments and exterior of body. | _____ | _____ |
| 16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. | _____ | _____ |
| 17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. | _____ | _____ |
| 18. Warranty - The following items are to be covered by a <u>minimum</u> six (6) year limited warranty to the first owner/user of record. | _____ | _____ |
| 19. No Rust-Thru Guarantee | _____ | _____ |
| 20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. | _____ | _____ |
| 21. Latches and Lock Cylinders -Guaranteed against failure. | _____ | _____ |
| 22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. | _____ | _____ |
| 23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. | _____ | _____ |
| 24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. | _____ | _____ |

25. Lighting Wire - Wires must be retained by a fastening system. _____
26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. _____
27. Bumper - Drop step bumper with pintle recess cutout. _____
28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. _____
29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water _____
30. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. _____
31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. _____
32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. _____



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:2/9/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to DreamSeats LLC for chairs, recliners, sofas, and bedframes.

General Fund.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210128 Dreamseat Agenda Package POs	Cover Memo	1/28/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/28/2021 - 2:53 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>4622</u>	2021	(1510) FIRE ADMINISTRATION	CHAIRS, RECLINERS, SOFAS AND BEDFRAMES FOR FIRE STATIONS (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT FOR LOWER PRICE ON STATE CONTRACT)	\$17,017.68	<u>(295300)</u> <u>DREAMSEATS</u> <u>LLC</u>

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

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00004622-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
DREAMSEAT LLC	FIRE CENTRAL SUPPLY
60 AUSTIN BLVD	2851 OLD SHELL ROAD

COMMACK, NY 11725

Tel#631-656-1006
Fax 631-845-0470

MOBILE, AL 36607

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #ES00003520 DATED 1/11/2021 AND PER TIPPS CONTRACT: 200301
Furniture, Furnishings and Services
EXPIRES MAY 31, 2023.

001	LOUNGE RECLINER	10.00 EACH	839.99000	8399.90
-----	-----------------	---------------	-----------	---------

Additional Description Notes

XZ418301RHTBLK HT Recliner Black
WITH Custom 30" Dillon Black XZipit Panel (POCUSTOM) AT NO CHARGE
Vendor Item
Inventory Item/Loc 5352

1	6120.70.15.0000.0000.1510.0000.0000.44020.	8399.90
---	--	---------

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

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

=====	=====
Bill To	Requisition 00004622-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
DREAMSEAT LLC
60 AUSTIN BLVD

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

COMMACK, NY 11725

MOBILE, AL 36607

Tel#631-656-1006
Fax 631-845-0470

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/11/21	295300				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
002	LOUNGE 3 SEATER AS FOLLOWS:	2.00	1259.99000	2519.98
		EACH		

Additional Description Notes

XZ7759001SOLPBK XCalibur Sofa Black
WITH Custom 30" Dillon Black XZipit Panel
(POCUSTOM) AT NO CHARGE.
Vendor Item
Inventory Item/Loc 5350

1	6120.70.15.0000.0000.1510.0000.0000.44020.	2519.98
---	--	---------

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

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

003	CHAIR TASK AS FOLLOWS:	3.00	279.99000	839.97
		EACH		

Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	XZOC2000 XZipit Office Chair 2000 WITH Custom 30" Dillon Black XZipit Panel (POCUSTOM) AT NO CHARGE. Vendor Item Inventory Item/Loc 5495 6120.70.15.0000.0000.1510.0000.0000.44020.			839.97
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
004	CHAIR SIDE AS FOLLOWS:	2.00	244.99000	489.98
	Additional Description Notes	EACH		
----- XZ84313SLEDBCBK XZipit Sled Base Chair Black, WITH Custom 30" Dillon Black XZipit Panel (POCUSTOM) AT NO CHARGE. Vendor Item Inventory Item/Loc 5334				
1	6120.70.15.0000.0000.1510.0000.0000.44020.			489.98

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	BED FRAME, TWIN, EXTRA HEAVY DUTY 1101TX-418250-PL-TE Twin XL Metal Bed with HPL Hea Vendor Item	12.00 EACH	299.00000	3588.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			3588.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004622-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor DREAMSEAT LLC 60 AUSTIN BLVD COMMACK, NY 11725 Tel#631-656-1006 Fax 631-845-0470	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/21	295300				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
006	FREIGHT	1.00 EACH	1179.85000	1179.85
	Vendor Item Inventory Item/Loc 14009			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			1179.85
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 17017.68

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	17017.68	2059059.61
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES	

=====	=====
Bill To	Requisition 00004622-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
=====	=====

Vendor
DREAMSEAT LLC
60 AUSTIN BLVD

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

COMMACK, NY 11725

MOBILE, AL 36607

Tel#631-656-1006
Fax 631-845-0470

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/11/21	295300				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Forward	01/12/21	JOHN PAINE		
Approved	01/28/21	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a	
Approved	01/28/21	DONALD ROSE	Auto approved by: 9105fo1a	
Approved	01/28/21	SANDRA LEWIS	Auto approved by: 9105fo1a	
Approved	01/28/21	HEATHER KIHYET	Auto approved by: 9105fo1a	
Approved	01/28/21	ANNE FOLEY		
Approved	01/28/21	ANNE FOLEY	Auto approved by: 9105fo1a	

Authorized By: _____ Date: _____
Signature

The Interlocal Purchasing System

Purchasing Made Personal



Printed 28 January 2021

www.dreamseat.com

DreamSeats LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	150 Motor Parkway, Suite 200	NAME Meredith Barton
CITY	Hauppauge	PHONE (866) 839-8477
STATE	NY	FAX (866) 839-8472
ZIP	11788	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No

HUB No

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

DreamSeat, LLC provides branded furniture to Schools, Governments, Municipalities, Fire Departments and other businesses. We provide Recliners, Office Chairs, Tables, Stationary Furniture including sofas, loveseats and club chairs, Fixed seating for film rooms and auditoriums, side chairs, sled chairs, end tables, beds & frames and much more.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

David Shickler	Director of Sales	(631) 656-1066	dshickler@dreamseat.com
Tina Altadonna	Director of Marketing	(631) 656-1066	taltadonna@dreamseat.com



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Relya Gill McMillian, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To allocate Alabama Municipal Government Trust Funds to various Capital projects. (see attached resolution)

Funding Source

Project #

Discretionary Funds

Project String Org 2010-Alabama Municipal Trust Fund

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	1/22/2021 - 12:32 PM
Capital	Mallory, Relya	Approved	1/22/2021 - 12:32 PM
Mayors Office	Barber, James	Approved	1/28/2021 - 2:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Councilmembers Manzie and Gregory

Purpose and Scope of Project:

To accept professional service contract with Southern Earth Sciences, Inc. This is either necessary to respond to COVID - 19 or necessary to perform essential minimal functions of the council.

Amount of Contract:

\$56,538.90

Funding Source

Project #

Project String 2021-3005-05

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/28/2021 - 1:32 PM
Capital	Hollins, Tiffany	Approved	1/28/2021 - 2:35 PM
Legal	Kern, Chris	Approved	1/28/2021 - 2:48 PM
Mayors Office	Barber, James	Approved	1/28/2021 - 2:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Levon C. Manzie, C. J. Small, and John C. Williams

Purpose and Scope of Project:

To accept a contract with D.O.T Construction Services, Inc., to perform for the CITY all necessary construction services in connection with the PROJECT. This is a necessary minimum essential function of the Council-Public Works (Infrastructure/ Construction/other related services.)

Amount of Contract:

\$775,946.00

Funding Source

Project # C0417

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:3114

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Rejected	1/20/2021 - 1:09 PM
Engineering Williams, LaShey	Approved	1/20/2021 - 12:22 PM
Engineering Amberger, Nick	Approved	1/20/2021 - 1:38 PM

Capital	Hollins, Tiffany	Approved	1/20/2021 - 2:19 PM
Legal	Kern, Chris	Approved	1/21/2021 - 4:41 PM
Mayors Office	Barber, James	Approved	1/28/2021 - 2:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive, if awarded, a grant in the amount of \$288,385.00 in support of the FY 2020 Assistance to Firefighters (AFG) Grant Program, from the Department of Homeland Security, Federal Management Agency (FEMA). There is a 10% cost match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$288,385.00

Matching Funds \$28,838.50

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/28/2021 - 10:54 AM
Legal Kern, Chris	Approved	1/28/2021 - 1:14 PM
Legal Kern, Chris	Approved	1/28/2021 - 1:15 PM
Mayors Office Barber, James	Approved	1/28/2021 - 2:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:11 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/3/2021 - 9:04
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

n/a

Effective Date of Contract:

2/16/2021

Funding Source

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

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Merchant, Mary Ann	Approved	2/4/2021 - 1:31 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/7/2021 - 9:53
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

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

General Fund.

Amount of Contract:

\$58,826.16

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/4/2021 - 3:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5279</u>	2021	(F7000) MOTOR POOL	SIX 2021 JOHN DEERE GATOR TX UTILITY VEHICLES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$58,826.16	<u>(295477) DEERE & COMPANY</u>

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

Adopted:

City Clerk

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

Ship To
MOTOR POOL
745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

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

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

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

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

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

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	58826.16
--	----------

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005279-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

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

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

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

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

Requisition Link

Requisition Total 58826.16

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	58826.16	1608672.71

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

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

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

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

Authorized By: _____ Date: _____

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

Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

CARY, NC 27513

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

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

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

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

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

NJPA Contract #: 062117-DAC

Proposer's full legal name: Deere & Company

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

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

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

Vendor Authorized Signatures:

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

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration



VENDOR AUTHORIZED SIGNATURE

Shawn Parker

(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC

Form C

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



Company Name: Deere & Company

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

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

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

NJPA's clarification on exceptions listed above:

Acknowledged as a proposal response, not a legal exception.

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

Contract Award
RFP #062117

FORM D



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

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

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

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

Company Address: 2000 John Deere Run

City: Cary State: NC Zip: 27513

Contact Person: Judy Bess Title: Contract Administrator

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

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

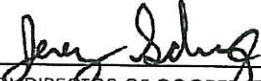
NJPA Contract #: 062117-DAC

Proposer's full legal name: Deere & Company

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

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

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

Vendor Authorized Signatures:

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

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration



VENDOR AUTHORIZED SIGNATURE

Shawn Parker

(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: Deere & Company

Address: 2000 John Deere Run

City/State/Zip: Cary, NC. 27513

Telephone Number: 800-358-5010 Opt 2

E-mail Address: GovContractSupport@JohnDeere.com

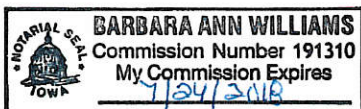
Authorized Signature: Judy Bess

Authorized Name (printed): Judy Bess

Title: Contract Administrator

Date: 6/19/17

Notarized



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

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

My commission expires: 7/24/2018

Signature: Barbara Ann Williams



PROPOSER QUESTIONNAIRE

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

Proposer Name: Deere & Company

Questionnaire completed by: Michael Garrette, Judy Bess _____

Payment Terms and Financing Options

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

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

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

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

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

Warranty

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

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

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

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

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

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

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

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

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

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

We are only submitting equipment manufactured by John Deere.

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

John Deere Exchanges and returns will not be permitted.

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

We are not including service contract options with our proposal.

Pricing, Delivery, Audits, and Administrative Fee

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

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

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

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

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

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

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

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

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

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

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

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

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

3-4 units – 1%

5-6 units – 2%

7-8 units – 3%

9 units or more – 4%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

John Deere will pay a 1% administrative fee.

Industry-Specific Questions

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

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

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

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

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

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

Signature: _____

Judy Best

Date: _____

6-20-17

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

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

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

General fund.

Amount of Contract:

\$15,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/4/2021 - 3:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5778</u>	2021	(F6020) CRUISE TERMINAL	ANNUAL MEMBERSHIP IN FLORIDA- CARIBBEAN CRUISE ASSOCIATION (SOLE SOURCE)	\$15,000.00	<u>(294038)</u> <u>FLORIDA-</u> <u>CARIBBEAN</u> <u>CRUISE ASSOC</u> <u>INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005778-00 FY 2021 Acct No: 6020.70.00.0000.0000.0000.0000.42110. Review: Buyer: Status: Approved	Page 1
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Vendor FLORIDA-CARIBBEAN CRUISE ASSOC INC 11200 PINES BLVD SUITE 201 PEMBROKE PINES, FL 33026 Tel#954-441-8881 Fax 954-441-3171	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
--	---

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

LN Description / Account	Qty	Unit Price	Net Price
001 PROFESSIONAL SERV NOC FCCA Platinum Membership Dues 02/17/2021-02/17/2022 Vendor Item Vendor Item No.: Inv. 17914	1.00 EACH	15000.00000	15000.00
1 6020.70.00.0000.0000.0000.0000.42110.			15000.00
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference GLENDA			
Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			

Requisition Link

Requisition Total 15000.00

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

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

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

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

Page 2

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

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST

PEMBROKE PINES, FL 33026

MOBILE, AL 36602
 GLENDA.CHAMBERS@CITYOFMOBILE.ORG

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

Delivery Reference
 GLENDA

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36602

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

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

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

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

Amount of Contract:

\$9,092.00

Funding Source

Project #

Project String 20002000-48010

Budget Amendment

REDUCE INCREASE \$9,092.00

Grant Funds

Discretionary Funds

Contract Number:2882

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:09
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

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

Purpose and Scope of Project:

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

Amount of Contract:

\$5,978,010.91 (with increase)

Funding Source

Project # C0425

Discretionary Funds

Project String 20002000-48010

Contract Number:2694

Budget Amendment **REDUCE** **INCREASE** \$72,693.96

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:09
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

Frederick D. Richardson, Jr., Council District 1

Purpose and Scope of Project:

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

Amount of Contract:

280,803.80

Funding Source

Project # Transportation Alternative Project

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

Discretionary Funds

Project String 50015001.48010

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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

Legal

Kern, Chris

Approved

2/4/2021 - 3:04
PM

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:10
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Various Councilmembers & Mayor Stimpson

Purpose and Scope of Project:

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

Amount of Contract:

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

Funding Source

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

Project String 10043037.42150

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Councilmember Rich & Mayor Stimpson

Purpose and Scope of Project:

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

Amount of Contract:

\$28,460.00

Funding Source

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

Discretionary Funds

Project String C0563 (20002000-48010)

Contract Number:3126

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Michelle Melton, REAM and Nick Amberger, City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman Joel C. Daves

Purpose and Scope of Project:

Accept deeds for the acquisition of ROW property for McGregor Avenue Widening Project from Dauphin Street to Airport Boulevard. ALDOT Project No. STPMB-7508(600) for the amount of \$109,678.50. This item is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Amount of Contract:

\$109,678.50

Funding Source

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

Discretionary Funds

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

Contract Number:3125

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

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

Matching Funds

ATTACHMENTS:

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

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

REVIEWERS:

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

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to accept Deeds for the acquisition of right-of-way tracts for City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7508(600) McGregor Avenue Widening from Dauphin Street to Airport Boulevard as set out in the instruments attached hereto for the price of \$109,678.50.

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

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

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

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

Adopted: _____

City Clerk

01-290

RESOLUTION

1 2012

Sponsored by: Mayor Samuel L. Jones
Councilmember Copeland

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

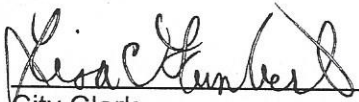
Name of Company: Alabama Department of Transportation

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

Estimated Total Cost: \$2,080,000.00

Estimated City Funds: \$416,000.00

Adopted: JUL 31 2012



City Clerk

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

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

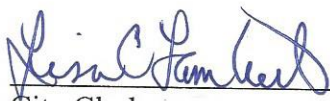
Right-of-Way Agreement for Project STPMB-7508 (), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

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

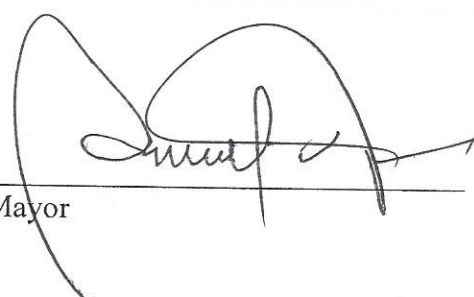
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

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

ATTESTED:



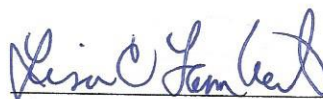
City Clerk



Mayor

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

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



City Clerk

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

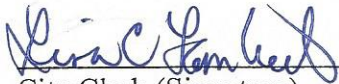
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement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

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

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

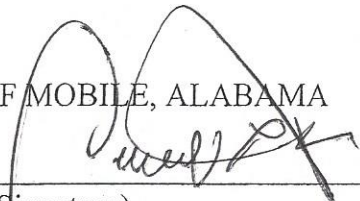
SEAL

ATTEST:


City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

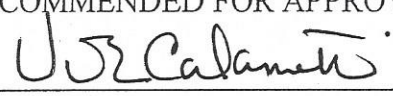
By: 
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

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

RECOMMENDED FOR APPROVAL:


Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director,

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

GOVERNOR OF ALABAMA,

7/18/90

Exhibit M

CERTIFICATION

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

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

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

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

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

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

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

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

ADR CLAUSE

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



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

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

May 22, 2018

VIA EMAIL: john@cityofmobile.org

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

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

Dear John:

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

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

JONES WALKER LLP

ALABAMA {MB308746N}

DISTRICT OF COLUMBIA

FLORIDA

GEORGIA

LOUISIANA

MISSISSIPPI

NEW YORK

TEXAS

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

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

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

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

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

Cordially yours,



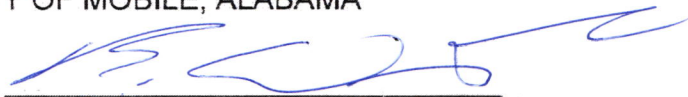
Kenneth A. Watson

For the Firm

KAW/bj
Encl.

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

CITY OF MOBILE, ALABAMA

By: 

As its: City Attorney

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

1. TITLE OPINIONS:

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

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

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

2. CLOSING:

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

3. CONDEMNATION IN PROBATE COURT:

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

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

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

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

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

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

4. TRIAL WORK IN PROBATE COURT:

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

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

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

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

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

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

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

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

6. POST TRIAL AND EXTRAORDINARY MOTIONS

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

7. TRIAL SUMMATION AND OPINION REGARDING APPEAL:

\$65.00 (Required for all cases.)

8. APPEALS TO SUPREME COURT:

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

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

9. TRAVEL COSTS

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

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 10TCE1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and Jonathan H. and Kristen W. Rudolph, party of the second part:

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 10** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$4,500.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 10 TCE 1 as shown on attached sketch

3. The party of the first part offered \$4,500.⁰⁰ total to the party of the second part for the above referenced property. The party of the second part counter offered with \$5,500.⁰⁰. The party of the first part accepts the counter offer.

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

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

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

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 25th
day of June, 2020.

WITNESSES:

Kelly Schaffer

[Signature]
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

AGREEMENT
(Fee simple)

MOBILE COUNTY
STATE OF ALABAMA

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

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Haas Peake Wells and Huey Thomas Wells III**, party of the second part:

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

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way Tract No. 14 of Federal Aid Project Number **STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$6,200.00** to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Right of Way 14 PAR 1 as shown on attached sketch

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

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

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

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

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

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

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

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

8. Exceptions and additional conditions: _____

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 13th day of July, 2020.

WITNESSES:

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

Has Peale Well

[Signature]
Land Owner(s)

[Signature]

LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

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

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and John Day Peake III and Jason Guy McKenzie, party of the second part:

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

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way Tract No. 15 of Federal Aid Project Number **STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$21,100.00** to the party of the second party by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Right of Way 15 PAR 1 as shown on attached sketch

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

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

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

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

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

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

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

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

8. Exceptions and additional conditions: _____

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 20 day of January, 2021.

WITNESSES:

Mary Lou Blake

Dan Day Beateh

[Signature]
Jon G. McV...
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and John Day Peake III and Jason Guy McKenzie, party of the second part:

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 15** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$4,900.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 15 TCE 1 as shown on attached sketch

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

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

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

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

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 20
day of January, 2021.

WITNESSES:

Mary Lou Parks

John Van Beek Jr

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

M. J. P.
LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 18** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,300.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 18 TCE as shown on attached sketch.

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

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

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

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

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

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

WITNESSES:







Land Owner(s)



LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

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

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

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

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way Tract No. 18 of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$24,200.00 to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Right of Way 18 PAR as shown on attached sketch.

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

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

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

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

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

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

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

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

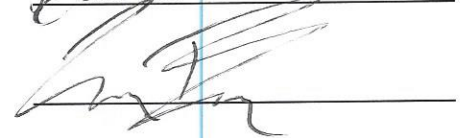
8. Exceptions and additional conditions: _____

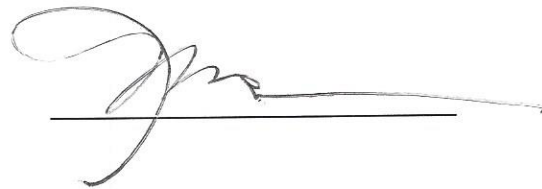
The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

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

WITNESSES:







Land Owner(s)



LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

~~the~~first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 25** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$5,700.00** to the party of the second part by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

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

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

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

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

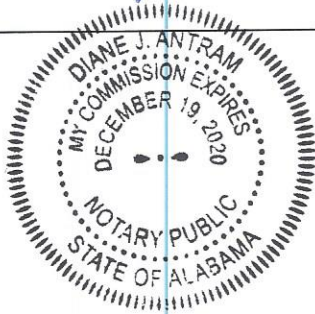
6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 2ND
day of July, 2020.

WITNESSES:

Diane J. Antram



Benjamin D. Hoxby

Bonnie M. Owen
Land Owner(s)

[Signature]

LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 26** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,700.00** to the party of the second part by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 26 TCE as shown on attached sketch

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

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

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

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

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 2ND
day of JULY, 2020.

WITNESSES:

Diane J. Antram



Benjamin D. Moris

Land Owner(s)

[Signature]

LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

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

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

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

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way **Tract No. 36** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$8,500.00** to the party of the second party by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Tract 36 PAR 1 as shown on attached sketch

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

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

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

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

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

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

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

8. Exceptions and additional conditions: _____

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 14TH day of DECEMBER, 2020.

WITNESSES:

Diane J. Antram



[Signature]

Elizabeth J. Matheson
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

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

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 36** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$1,700.00** to the party of the second part by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Tract 36 TCE 1 as shown on attached sketch.

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

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

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

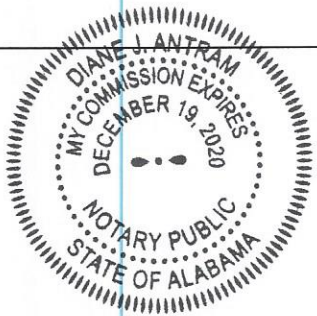
6. Said Easement unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years, or until the completion of **Project STPMBF-7508(600)**, whichever is later.

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 14TH
day of DECEMBER, 2020.

WITNESSES:

Diane J. Antram



[Signature]

Elizabeth G. Mathison
Land Owner(s)

[Signature]

LPA Engineer or
designated representative

**AGREEMENT
(Temporary Construction Easement)**

**MOBILE COUNTY
STATE OF ALABAMA**

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

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

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 38** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$4,200.00** to the party of the second part by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Tract 38 TCE1 as shown on attached sketch.

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

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

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

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

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 14th
day of JULY, 2020.

WITNESSES:

Deane J. Outman

Winf L. Bant

Glenn T. Barnett
Land Owner(s)

WLF
LPA Engineer or
designated representative

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

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

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Christopher G. and Heather I. Huffman**, party of the second part:

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

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way **Tract No. 39** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of **\$2,300.00** to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Tract 39 PAR 1 as shown on the attached sketch.

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

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

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

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

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

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

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

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

8. Exceptions and additional conditions: _____

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 22nd day of October, 2020.

WITNESSES:

Whitney Tisdale

x 10.22.20
x Land Owner(s)

LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

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

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Jon Simmons and Kimberly Donnellan**, party of the second part:

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as **Tract No. 41** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of **\$3,300.00** to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:

Temporary Construction Easement 41 as shown on attached sketch.

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

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

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

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

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 19TH
day of JANUARY, 2021.

WITNESSES:

Tammy Reus
abairloff

Kimberly Donnell
JD
Land Owner(s)

MM
LPA Engineer or
designated representative

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 10

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

The described parcel contains 0.03 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC
 My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

 Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

 _____ County, Alabama.

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

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	14
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

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

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

Parcel 1 of 1:

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

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

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

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

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

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

thence S 89°46'18" W and along Grantor's said property line a distance of 9.58 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

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

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

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

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

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

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____ 20____.

McCrory & Williams
NOTARY PUBLIC
STATE OF ALABAMA
My Comm. Expires 12-31-2010
My Comm. No. 123456789
My Seal No. 123456789
My Seal Expires 12-31-2010
My Seal No. 123456789
My Seal Expires 12-31-2010

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title _____

to

STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

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

Judge of Probate

_____ County, Alabama.

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

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	15
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

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

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

Parcel 1 of 1:

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

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

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

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

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

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

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

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

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

The described parcel contains 0.03 acre, more or less.

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

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

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

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

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

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

_____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title _____

to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

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

Judge of Probate

County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 15

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

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

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

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

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

The described parcel contains 0.03 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this

conveyance, _____ executed the same
voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of
_____ 20 ____.

NOTARY PUBLIC
My Commission Expires

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

County, Alabama.

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

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	18
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

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

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

Parcel 1 of 1:

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

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

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

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

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

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

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

thence S 44°03'46" E and along said acquired R/W line a distance of 40.30 feet to the point of BEGINNING.

The described parcel contains 0.02 acre, more or less.

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

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

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

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

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

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

_____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title _____

to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

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

Judge of Probate

County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 18

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

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

thence S 46°02'52" W and along said acquired TCE line a distance of 31.88 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s)
_____, signed to the foregoing
conveyance, and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of this
conveyance, _____ executed the same
voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of
_____, 20__.

NOTARY PUBLIC
 My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

 Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate
 _____ County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 25

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 2:

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

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

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

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

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

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

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

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

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

The described parcel contains 0.02 acre, more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 OF 2:

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

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

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

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

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

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

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

The described parcel contains 0.06 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ROW-FORM 6-A

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC
My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 26

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 23, Township 4 South, Range 2 West, identified as Tract No. 26 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

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

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

thence S 00°58'55" W and along said acquired TCE line a distance of 156.01 feet to a point on Grantor's north property line, which point is the point of BEGINNING;

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

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

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

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

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

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

The described parcel contains 0.03 acre, more or less.

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

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

And the said grantor(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will

warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC
 My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

 Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

 _____ County, Alabama.

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

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	36
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

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

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

Parcel 1 of 1:

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

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

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

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

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

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

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

thence N 23°08'37" E and along said acquired R/W line a distance of 21.66 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

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

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

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

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

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

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

_____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title _____

to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

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

Judge of Probate

County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 36

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

Parcel 1 of 1:

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

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

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

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

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

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

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

The described parcel contains 0.01 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s)
_____, signed to the foregoing
conveyance, and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of this
conveyance, _____ executed the same
voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of
_____, 20__.

NOTARY PUBLIC
My Commission Expires

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate
_____ County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

CPMS PROJ.NO. 100052600

COUNTY OF MOBILE

TRACT NO. 38

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of NE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 38 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

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

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

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

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

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

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

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

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

The described parcel contains 0.03 acre, more or less.

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

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

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

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause,

present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20__.

NOTARY PUBLIC
My Commission Expires

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate
_____ County, Alabama.

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

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	39
		DATE:	

**FEE SIMPLE
WARRANTY DEED**

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

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

Parcel 1 of 1:

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

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

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

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

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

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

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

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

thence S 00°50'12" W and along said present R/W line a distance of 50.00 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

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

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

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

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

_____ day of _____, 20____.

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State,
hereby certify that _____, whose name (s)
_____, signed to the foregoing conveyance, and
who _____ known to me, acknowledged before me on this day that, being informed of the
contents _____ of this _____ conveyance.

_____ executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

Official Title _____

to
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

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

Judge of Probate

County, Alabama.

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

STATE OF ALABAMA

PROJECT NO. STPMB-7508 (600)

COUNTY OF MOBILE

CPMS PROJ.NO. 100052600

TRACT NO. 41

DATE:

DEED FOR TEMPORARY EASEMENT

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

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

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

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

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

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

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

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

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

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

The described parcel contains 0.03 acre, more or less.

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

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

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

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

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

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

_____(LS)

_____(LS)

_____(LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that

_____, whose name(s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 20__.

NOTARY PUBLIC
 My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

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

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

 Official Title

to
STATE OF ALABAMA

TEMPORARY EASEMENT

STATE OF ALABAMA

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

Judge of Probate

 _____ County, Alabama.

Tract Summary

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

Tract Summary

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

Tract Summary

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

Tract Summary

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

Tract Summary

Sheet Number 4-5

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

Tract Summary

Sheet Number 4-6

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

Tract Summary

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

Tract Summary

Sheet Number 4-8

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

Tract Summary

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



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Michelle Melton, REAM

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel C. Daves

Purpose and Scope of Project:

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

Amount of Contract:

\$0.00

Funding Source

Project # Sidewalks #2021-3005-01

Discretionary Funds

Project String #2021-3005-01

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

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

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:11
PM

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

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

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

See "Exhibit A" attached hereto.

As shown on "Exhibit B" attached hereto.

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

[signature page to follow]

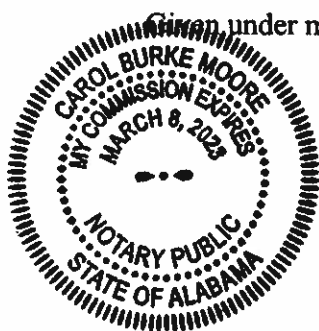
IN WITNESS WHEREOF, the undersigned has set their hands and seals, this the 29th
day of January, 2021.

UNIVERSITY OF SOUTH ALABAMA

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

STATE OF ALABAMA)
COUNTY OF MOBILE)

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



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

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

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

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

EXHIBIT "A"

TRACT 1 SIDEWALK EASEMENT

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

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

EXHIBIT B

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

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

KINGSWOOD S.C.
MAP BK 49 PG 4

LOT 2



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

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

LOT C-1

S46°16'14"W
5.27'

S43°42'09"E
194.36'

N43°42'09"W
172.89'

R022805222001093.020
LEDOUX ADRIENNE CENAC

S00°27'40"W
14.35'

"NOT A SURVEY"

McCrory Williams

Engineers Surveyors

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

TRACT 1 SIDEWALK EASEMENT

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

SCALE: 1"=100'

DRAWN BY: RCL

DATE: 09-30-2020

JOB NO. V9316-2006

APPROVED BY: MJM

SHEET 1 OF 1



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Michelle Melton, REAM and Guy O'Connor, Engineering

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

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

Amount of Contract:

\$0.00

Funding Source

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

Discretionary Funds

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

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

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

Legal

Kern, Chris

Approved

2/4/2021 - 2:51
PM

Mayors
Office

Barber, James

Approved

2/4/2021 - 3:11
PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilwoman Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a permanent easement to **ALABAMA POWER COMPANY** as set out in W.E. #A655314B320, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE and 00/100 DOLLARS (\$1.00), needed for the **ALABAMA POWER COMPANY** to install a guy wire to proposed pole within City of Mobile Right-of-Way along Zeigler Boulevard.

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

Adopted:

City Clerk

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

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

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

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

NOW, THEREFORE,

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

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A6553-20-A020** marked as Exhibit "A" attached hereto and made a part hereof. Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

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

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

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

facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

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

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

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

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company. H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by William S. Simpson, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereunto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2021.

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By:

Its: Mayor

ALABAMA POWER COMPANY

By:

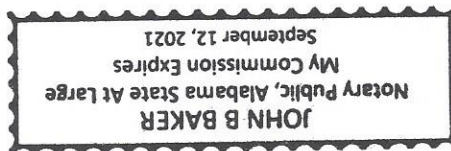
Its: Team Leader

John B. Baker

STATE OF ALABAMA
COUNTY OF MOBILE

I, John B. Baker, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of February, 2021.



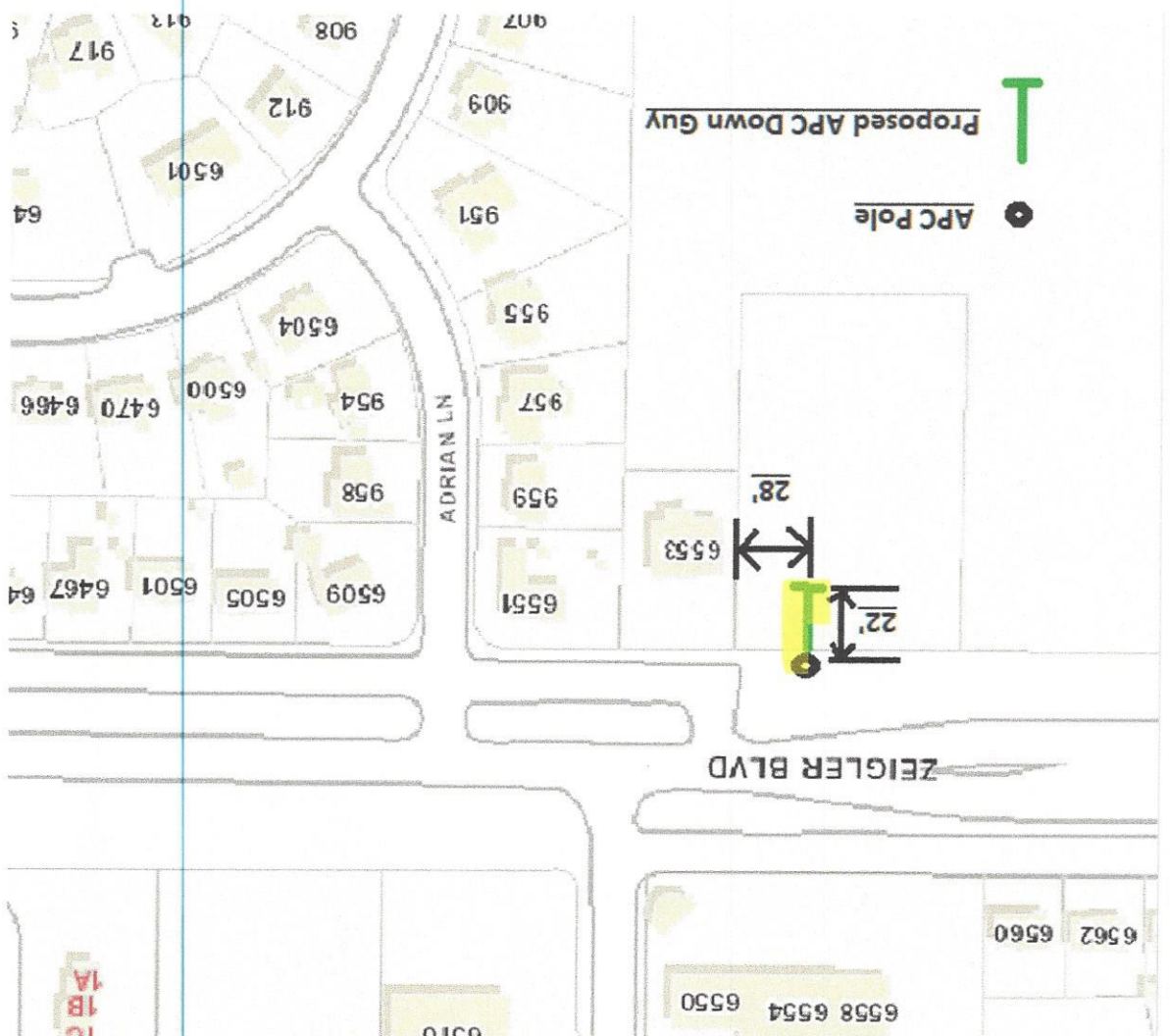
John B. Baker
Notary Public-State at Large
My Commission Expires: 09-12-2021

STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal, this the _____ day of _____, 2021.

Notary Public
My Commission Expires: _____





AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/4/2021 - 8:48
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 19 Elizabeth Place - ME-153-20

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	2/3/2021 - 9:57 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:50 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 307 Gaston Street - ME-126-20

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	2/3/2021 - 9:54 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:50 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 1959 Moton Street - ME-187-19

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	2/3/2021 - 9:58 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:51 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - Demolition

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 1618 Bryan Avenue - ME-112-20

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	2/3/2021 - 9:56 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:51 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

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:

2/9/2021

Funding Source

Project # 1151 Alba Street - ME-092-19

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	2/3/2021 - 9:55 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:51 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

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:

2/9/2021

Funding Source

Project # 1207 Michigan Avenue - ME-120-20

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	2/3/2021 - 9:55 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:52 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

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:

2/9/2021

Funding Source

Project # 709 S. Carolina Street - ME-118-20

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	2/3/2021 - 9:59 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:52 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition of garage/Securing of house

Amount of Contract:

N/A

Effective Date of Contract:

2/9/2021

Funding Source

Project # 709 Mandrell Street - ME-213-19

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	2/3/2021 - 10:00 AM
City Clerk	Merchant, Mary Ann	Approved	2/4/2021 - 10:51 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/6/2021 - 12:04
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/6/2021 - 12:03
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/4/2021 - 10:32
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member	District 1	Fred Richardson	2 cases
Council Member	District 2	Levon Manzie	9 cases
Council Member	District 3	C J Small	6 cases
Council Member	District 4	John C. Williams	2 cases
Council Member	District 5	Joel Daves	1 case
Council Member	District 6	Bess Rich	0 cases
Council Member	District 7	Gina Gregory	0 cases

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group 1611

Effective Date of Contract:

2/9/2021

Funding Source

Project # Declare weeds noxious, Weed Lien Group 1611 **Discretionary Funds**

Project String

Contract Number:

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	2/4/2021 - 2:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP OFFSET SOME OF THE LOSSES THE BAND INCURRED DUE TO THE CANCELLATION OF THE 2021 MARDI GRAS PARADES

Amount of Contract:

\$2,500.00

Funding Source

Project # DSC-04 / 10041020-42080

Discretionary Funds DSC-04

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	2/3/2021 - 1:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

FUNDS IS FOR THE COST OF ENGINEERING FOR THE WIMBLEDON DRIVE SIDEWALK PROJECT THAT WILL RUN FROM CROYDEN LANE UP TO THE COUNTRY CLUB OF MOBILE

Amount of Contract:

\$7,500.00

Funding Source

Project # DSC-05 - 10041020-42080

Discretionary Funds DSC-05

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	2/3/2021 - 1:23 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

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

Effective Date of Contract:

2/16/2021

Funding Source

Project # Resolution to settle claims

Discretionary Funds n/a

Project String n/a

Contract Number:72007200 - 42135 funding source

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/4/2021 - 3:54 PM

Legal

Merchant, Mary Ann

Approved

2/4/2021 - 2:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 4:17
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 4:48
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/9/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/8/2021 - 4:57
PM