



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, October 22, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rabbi Steve Silberman, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

October 15, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of The American Cancer Society for a waiver of the Noise Ordinance at

Spanish Plaza on October 26, 2024, from 6:30 a.m. - 11:00 a.m. (District 2).

Request of Tuong Pham for a waiver of the Noise Ordinance at 1131 Dauphin Island Parkway on February 2, 2025, from 11:30 a.m. - 11:00 p.m. (District 3).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1609 Jessie Street; \$3,000.00 (District 1).

Public hearing to fix costs for demolition of the structure at 502 Lott Street; \$3,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 910 Montgomery Street; \$3,000.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1112 Newman Lane; \$2,699.00 (District 2).

Public hearing to fix costs for demolition of the structure at 2459 Richardson Street; \$2,550.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1109 State Street; \$7,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 7630 Avenue C; \$1,800.00 (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sandra Rackard - Invite the Council and Mayor to the dedication of an American 250! marker at the Richards Dar House on November 2, 2024.

Apostle Valenia Green - Abuse and neglect in the community towards the poor, disabled, and homeless.

Betty Shinn - Invite the Council to the Get Out to Vote pep rally.

Reggie Hill - Department protocol (OPR, Cyber Security, Student Analyst & MHA), Board/Commission protocol (Civic Center, UDC), Request for updates (ARP, inventory & Police impound), and municipal voting precincts.

12. RESOLUTIONS HELD OVER

01-986 Authorize Purchase and Sale Agreement with The Newark Group, Inc. for land on Poplar Street for the Mobile Greenway Initiative Segment 5 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Jennifer Greene, PPM and Carleen Stout-Clark, REAM).

01-987 Authorize agreement with Ransom Cleaning Service, LLC for softwash of History Museum of Mobile, Gulf Coast Exploreum, and Telecommunications Building; \$27,600.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

01-988 Authorize amendment to agreement with McElhenney Construction, LLC for 2024 Annual Storm Drain Maintenance; increase \$1,217,650.54; (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-989 Approve purchase order to Gulf States Distributors for rifle ammunition for MPD; \$19,845.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-990 Approve purchase order to Precision Delta Corp. for Winchester ammunition for MPD; \$102,249.54 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-991 Authorize contract with Georgiana Patrasc to provide tennis lessons for Parks & Recreation Dept.; NTE \$80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-992 Authorize contract with Tyler Schofield to provide racquet stringer services for Parks & Recreation Dept.; NTE \$80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

37-993 Consider the application of Care Ride Transport, LLC to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

60-994 Authorize Settlement Agreement and Release of Claims; Alexander (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-995 Authorize Settlement Agreement and Release of Claims; Al Sheikh (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-996 Authorize Settlement Agreement and Release of Claims; Cobb (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-997 Authorize Settlement Agreement and Release of Claims; Jones (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-999 Authorize Purchase and Sale Agreement with One Water, LLC for property located at 10 N. Water Street (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-1001 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to El Jefe House of Cigars; 1621 Virginia Street (sponsored by Councilmember Carroll).

40-1002 Fix costs for demolition of the structure at 1609 Jessie Street (sponsored by Councilmember Penn).

40-1003 Fix costs for demolition of the structure at 502 Lott Street (sponsored by Councilmember Carroll).

40-1004 Fix costs for demolition of the structure at 910 Montgomery Street (sponsored by Councilmember Carroll).

40-1005 Fix costs for demolition of the structure at 1112 Newman Lane (sponsored by Councilmember Carroll).

40-1006 Fix costs for demolition of the structure at 2459 Richardson Street (sponsored by Councilmember Carroll).

40-1007 Fix costs for demolition of the structure at 1109 State Street (sponsored by Councilmember Carroll).

40-1008 Fix costs for demolition of the structure at 7630 Avenue C (sponsored by Councilmember Gregory).

58-1009 Declare Weeds Noxious, Weed Lien Group 1661.

14. CIP RESOLUTIONS INTRODUCED

21-1010 Authorize contract with Sain Associates, Inc. for Broad and Baltimore Streets Intersection Improvement project; \$34,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-1011 Authorize GOMESA Grant Agreement with the Alabama Department of Conservation and Natural Resources (no local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-1012 Authorize Tax Abatement Agreement with Greenfield Environmental Multistate Trust, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1013 Authorize amendment to Agreement with Smith, Dukes & Buckalew, LLP for audit services (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

08-1014 Approve purchase order to Emergency Equipment Professional, Inc. for ladder truck for MFRD; \$2,065,571.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1015 Approve purchase order to Nomic Networks, Inc. for subscription to Nomic Insight Network Communications; MIT; \$18,178.95 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1016 Authorize contract amendment with Moffatt & Nichol, Inc. for Mobile Riverfront Redevelopment Project; increases of \$186,914.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure).

60-1017 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1018 Authorize Agreement with Chris Francis Tree Care, LLC to provide city-wide tree maintenance and removal; NTE \$1,000,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

16. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

'a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before 2:00 p.m. the previous Thursday in order to be placed on their next agenda.

Name of Applicant: American Cancer Society - Breast Cancer Walk

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-217-4651

Organization (if applicable) Surannah Weaks

Mailing Address of Applicant 1907 Clearmont Street, Mobile, AL 36606

Telephone No. _____ E-mail address Surannah.Weaks@cancer.org

Location or address of event where amplification will be used:

Spanish Plaza, 401 Government St., 36602

Date of Event: 10/26/24 Starting Time: 6:30am Ending Time: 11:00am

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Walk - fundraiser

Do you plan to sell alcohol at this event? _____ YES ☒ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

D2



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: TUONG PHAM

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2517863670

Organization (if applicable) ST. MONICA CATHOLIC CHURCH

Mailing Address of Applicant 3904 PIERSON DR. W MOBILE, AL 36619

Telephone No. _____ E-mail address TCP251@GMAIL.COM

Location or address of event where amplification will be used:

1131 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Date of Event: FEB. 2, 2025 Starting Time: 11:30AM Ending Time 11:00PM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: VIETNAMESE NEW YEAR FESTIVAL

Do you plan to sell alcohol at this event? X YES _____ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

2025 OCT 14 AM 8:55

2025 OCT 14 AM 8:55

D3

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1609 Jessie Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1609 Jessie Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1609 Jessie Street** to be **\$3,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,000.00** shall constitute a special assessment against the property at structure **1609 Jessie Street** and being that property more particularly described as follows:

LOT 655 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-96 #SEC 44 T4S R1W #MP29 02 44 0 008

Parcel No.: **29 02 44 0 008 404.xxx**

Owner: **SAUCIER MELVIN
2906 E 15TH AVE UNIT 1
TAMPA FL 33605-3029**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1609 Jessie Street**, for the proposed amount of **\$3,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



September 5, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-085-23

LOCATION:
1609 Jessie Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

**Legal Description: LOT 655 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-96 #SEC 44 T4S R1W
#MP29 02 44 0 008**

Parcel Number: 29 02 44 0 008 404 XXX

Amount: ~~\$2,800.00~~ \$3,000.00

**Assessed To: SAUCIER MELVIN
2906 E 15TH AVE UNIT 1
TAMPA FL 33605-3029**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson'.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Cory Penn, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
502 Lott Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **502 Lott Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **502 Lott Street** to be **\$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,200.00** shall constitute a special assessment against the property at structure **502 Lott Street** and being that property more particularly described as follows:

LOT 9 OF SQUARE 5 MAYSVILLE DBK 98 N S PG 125 #SEC 28 T4S R1W #MP29 10 28 1 002

Parcel No.: **29 10 28 1 002 095.xxx**

Owner: **EVANS KIA S
1557 VIRGINIA ST
MOBILE AL 36604-1857**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

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If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-006-23

LOCATION:
502 Lott Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 9 OF SQUARE 5 MAYSVILLE DBK 98 N S PG 125 #SEC 28 T4S R1W #MP29 10 28 1 002

Parcel Number: 29 10 28 1 002 095.XXX

Amount: ~~\$ 3,000.00~~ \$3,200.00

Assessed: EVANS KIA S

1557 VIRGINIA ST MOBILE AL

36604-1857

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
910 Montgomery Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **910 Montgomery Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **910 Montgomery Street** to be **\$3,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,000.00** shall constitute a special assessment against the property at structure **910 Montgomery Street** and being that property more particularly described as follows:

COM AT PT ON N/S OF MONTGOMERY ST W OF NW COR OF BROAD & MONTGOMERY STS TH RUN ALG N/L OF MONTGOMERY ST 43 FT TO PT WHICH PT IS 92 FT M/L E OF MARINE ST TH NWLY & PAR WITH W/L OF LOT 8 106 FT TO PT TH ELY & PAR TO N/L OF MONTGOMERY ST 43 FT TO W OF LOT 8 TH SLY TO POB ALL OF SD MEA NOW OR FORMERLY OF MALLON ON E BY W/L OF LOT 8 BEING PPTY OF BIEBER ON S BY MONTGOMERY ST & ON S BY PPTY NOW OR FORMERLY OF COLLING & FREDERIC #SEC 38 T4S R1W #MP29 10 38 0 005

Parcel No.: **29 10 38 0 005 063.xxx**

Owner: **STOKES ROBERT E
6017 HOWELLS FERRY RD
MOBILE AL 36618-3037**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **910 Montgomery Street**, for the proposed amount of **\$3,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 5, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:

ME-114-23

LOCATION:

910 Montgomery Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: COM AT PT ON N/S OF MONTGOMERY ST W OF NW COR OF BROAD & MONTGOMERY STS TH RUN ALG N/L OF MONTGOMERY ST 43 FT TO PT WHICH PT IS 92 FT M/L E OF MARINE ST TH NWLY & PAR WITH W/L OF LOT 8 106 FT TO PT TH ELY & PAR TO N/L OF MONTGOMERY ST 43 FT TO W OF LOT 8 TH SLY TO POB ALL OF SD MEA NOW OR FORMERLY OF MALLON ON E BY W/L OF LOT 8 BEING PPTY OF BIEBER ON S BY MONTGOMERY ST & ON S BY PPTY NOW OR FORMERLY OF COLLING & FREDERIC #SEC 38 T4S R1W #MP29 10 38 0 005

Parcel Number: 29 10 38 0 005 063.XXX

Amount: \$ ~~2,800.00~~ *\$3,000.00*

Assessed To: STOKES ROBERT E

6017 HOWELLS FERRY RD
MOBILE AL 36618-3037

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1112 Newman Lane

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1112 Newman Lane** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1112 Newman Lane** to be **\$2,699.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,699.00** shall constitute a special assessment against the property at structure **1112 Newman Lane** and being that property more particularly described as follows:

LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel No.: **22 08 44 0 019 100.xxx**

Owner: **SMITH RANITA
100 MICHAEL DONALD AVE
MOBILE AL 36604-2719**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1112 Newman Lane**, for the proposed amount of **\$2,699.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-051--23

LOCATION:
1112 Newman Lane

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 100.XXX

Amount: ~~\$ 2,499.00~~ \$2,699.00

Assessed: SMITH RANITA

**100 MICHAEL DONALD AVE
MOBILE AL 36604-2719**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2459 Richardson Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2459 Richardson Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2459 Richardson Street** to be **\$2,550.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,550.00** shall constitute a special assessment against the property at structure **2459 Richardson Street** and being that property more particularly described as follows:

**LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S R1W #MP22
08 44 0 019**

Parcel No.: **22 08 44 0 019 142**

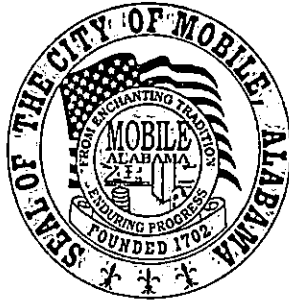
Owner: **PENN JAMES, C/O LAMAR J PENN
2459 RICHARDSON ST
MOBILE AL 36610-3329**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



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If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-150-20

LOCATION:
2459 Richardson Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S
R1W #MP22 08 44 0 019

Parcel Number: **22 08 44 0 019 142**
Amount: ~~\$2,350.00~~ *\$2,550.00*
Assessed: PENN JAMES C/O LAMAR J PENN
2459 RICHARDSON ST
MOBILE AL 36610-3329

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1109 State Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1109 State Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1109 State Street** to be **\$7,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$7,700.00** shall constitute a special assessment against the property at structure **1109 State Street** and being that property more particularly described as follows:

COMG ON S/S OF STATE ST 202 FT W OF SW COR OF STATE & KENNEDY STS THEN WLY ON S/S OF STATE ST 34.67 FT THEN S/LY & PAR WITH KENNEDY ST 142.33 FT THEN ELY 24.75 FT THEN N/LY PAR WITH KENNEDY ST 141.5 FT TO BEG BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel No.: **29 06 40 0 004 614**

Owner: **LADD LINDA, JOSEPH L HALL & DOMINIQUE AND BERNARD
2355 DUKES AVE
MOBILE AL 36617**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1109 State Street**, for the proposed amount of **\$7,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-164-22

LOCATION:
1109 State Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: COMG ON S/S OF STATE ST 202 FT W OF SW COR OF STATE & KENNEDY STS
THEN WLY ON S/S OF STATE ST 34.67 FT THEN S/LY & PAR WITH KENNEDY ST 142.33 FT THEN ELY
24.75 FT THEN N/LY PAR WITH KENNEDY ST 141.5 FT TO BEG BEING PT GRT SEC 40 T4S R1W #SEC
40 T4S R1W #MP29 06 40 0 004**

Parcel Number: 29 06 40 0 004 614
Amount: ~~\$7,500.00~~ \$7,700.00

**Assessed: LADD LINDA, JOSEPH L HALL & DOMINIQUE AND BERNARD
2355 DUKES AVE
MOBILE AL 36617**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
7630 Avenue C

Sponsored by: Councilmember Gina Gregory

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **7630 Avenue C** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **7630 Avenue C** to be **\$1,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$1,800.00** shall constitute a special assessment against the property at structure **7630 Avenue C** and being that property more particularly described as follows:

**LOTS 12, 13, 14, 15,16 & 17 BLK 17 WEST MOBILE TERRACE DBK 156/570 #SEC 18 T4S R2W
#MP28 04 18 3 001**

Parcel No.: **28 04 18 3 001 040.xxx**

Owner: **VALLRAY LUCAS
7630 AVENUE C
MOBILE AL 36608-4772**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **7630 Avenue C**, for the proposed amount of **\$1,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-185-22

LOCATION:
7630 Avenue C

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 12, 13, 14, 15,16 & 17 BLK 17 WEST MOBILE TERRACE DBK 156/570 #SEC 18 T4S R2W #MP28 04 18 3 001

Parcel Number: 28 04 18 3 001 040.XXX

Amount: ~~\$ 1,600.00~~ *\$1,800.00*

Assessed: VALLRAY LUCAS
7630 AVENUE C
MOBILE AL 36608-4772

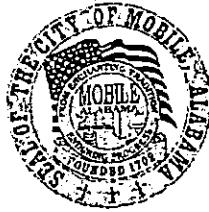
The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Gina Gregory, file copy



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Sandra Rackard Date: _____

Address: 256 North Joachim St. Mobile

Phone: 251-751-7449 Email: sandrarakard@gmail.com

Date to Address City Council: 10-29-2024

Subject and/or specific questions (must complete): Richard S. DAR House

Museum Dedication Ceremony Nov 2nd @ 0930 For
An America 250 Plaque. Honors the men & women
who gained Independence for America 250 yrs ago.

How does this pertain to city business (must complete):

Invite City Council & Mayor To event To Celebrate
Veterans. Public is invited as well.

Signature: _____

Sandra Rackard



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

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205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

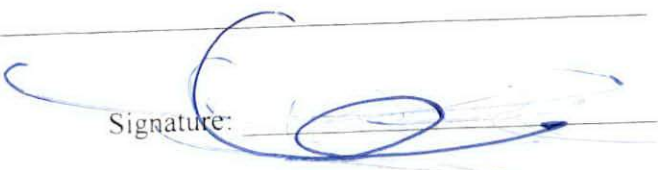
Name: Aposthe Valenia Green Date: 10/15/24
Address: 603 Delaware St. Mobile, AL 36603
Phone: (251) 322-8540 Email: valeniagreen@gmail.com
Date to Address City Council: 10/22/24

Subject and/or specific questions (must complete):

Abuse and neglect in the community towards the poor, disabled and the homeless.

How does this pertain to city business (must complete):

It is pertaining to the citizens of Mobile.

Signature: 



Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Date Wed 10/16/2024 11:35 AM

To City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Betty Mack Shinn

Date To Address Council: 2024-10-22

Address: 36 McPhillips Ave, Mobile, AL 36604, USA, , 36

Email: bettyboo222@comcast.net

Phone: 2514334487

Subject And Specific Questions: Requesting my Council Member, William Carroll, Council President Small, Council Member Cory Penn, and all council members to meet with the Central High School Wildcats Alumni Association and Black Voters Matter in front of 1362 MLK on Sunday, October 27, 2024 at 2:00 pm. for a Pep Rally to Get Out the Vote on November 5, 2024

Pertain To City Business: As A democratic body it is in the best interest of all citizens 18 and over to participate in the political process.by voting in every election. For folk who say they aren't political: please know that politics determine who gets what, wen where and how much.

Signature: Betty Mack Shinn

Signature Verify: X

Agree: X

Date Submitted: 2024-10-16 11:35:33

This submission was recieved from your website <https://www.cityofmobile.org/>

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 10/22 Agenda
Date: Thursday, October 17, 2024 1:52:40 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Good afternoon! Sending you my best. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

- * Department Protocol (OPR, Cyber Security, Student Analyst, MHA)
- * Board/Commission Protocol (Civic Center, UDC)
- * Request for Updates (ARP, Inventory, Police Impound)
- * Municipal Voting Precincts

Thank you for your attention to this matter. I reach 38 years around the Sun on Tuesday. I look forward to sharing a portion of this moment advocating for Mobilians. See you all then!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748



R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Care Ride Transport, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN AND SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Care Ride Transport, LLC**, to operate a **sedan** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **October 15, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted: OCT 01 2024

Lana Papenbach

City Clerk ASSISTANT



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Ray C. Jones Jr., individually or on behalf of Care Ride Transport LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Ray C. Jones Jr.

Mobile Business Address: _____

Telephone: _____

Real Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____

SSN: _____

Mobile Residence: _____

Address
code

City

State

Zip

Telephone Number: (251)

Area #: _____

Residing in Mobile County: Years: 45 years Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☐ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
Ray C. Jones Jr	Owner		100000

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ Non-emergency transport

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week / 24 hours

How many vehicles (carriages) do you intend to operate? _____

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Toyota	Year: 2018	Model: Camry LE
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

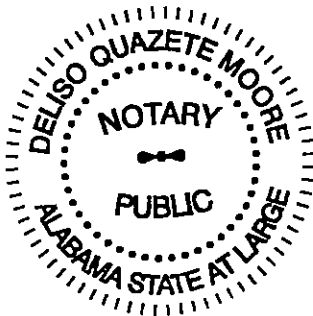
1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Rae Jones Jr.
Applicant's Signature

NAME OF ENTITY:

CareRide Transport L.L.C.

By: _____
Its _____



SWORN TO AND SUBSCRIBED BEFORE ME THIS
23rd DAY OF September, 2024

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

CareRide Transport L.L.C.

This name reservation is for the exclusive use of CareRide Transport, 2045
Ormerd Rd., Eightmile, AL 36613 for a period of one year beginning September
20, 2024 and expiring September 20, 2025



RES178638

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

September 20, 2024

Date

A handwritten signature in cursive script, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State

COMMERCIAL DRIVER LICENSE

ALABAMA
NOT FOR FEDERAL IDENTIFICATION

NO. 6613565 CLASS A
D.O.B. 01-14-1979 EXP 07-18-2028

RAY CARNELL
JONES JR

9315 MAPLEWOOD DR
MOBILE AL 36695-5071

ENDORSEMENTS NPS REST M
ISS 07-18-2024 SEX M HT 5-10 EYES BRO
WT 180 HAIR BLK

Ray Jones Jr

Secretary Hal Taylor
Secretary of Law Enforcement

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: JONES, RAY CARNELL JR

Address:

Nick Name:

Phone: -----

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 45

Weight: 180

Eyes: BROWN

Height: 5'10"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: DM

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

A RECORD

CHECKED BY: *[Signature]*
DATE: 09-19-2024

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 416-29-6964

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>205090454001</u>	2050904540	9/28/2005	JONES, RAY CARNELL		UNKNOWN LOCATION UNKNOWN,	ANDERSON, SHARON	CONV	375 HILLCREST RD MOBILE,	NO PISTOL PERMIT
<u>210070287101</u>	2100702871	7/18/2010	JONES, RAY CARNELL JR		UNKNOWN LOCATION UNKNOWN,	WESTBROOK, J B	CONV	4119 GOVERNMENT BLVD MOBILE,	FAILURE TO OBEY POLICE OFFICER IN DISCHARGE OF HIS DUTY

2 Records Selected

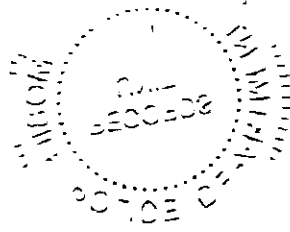
A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

A RECORD

CHECKED BY:

DATE:

C. Wright
09-19-2024



Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, October 2, 2024 9:51 AM
To: 'Jackie Cruthirds'
Subject: Care Ride Transport
Attachments: Care Ride Transport.pdf.docx

Good morning, Jackie,

I've tried multiple times to add the attached to Column for publishing, but it won't go through.

Please publish the attached in your October 9, 2024 publication.

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Jackie Cruthirds <jackie@lagniappemobile.com>
Sent: Wednesday, October 2, 2024 10:35 AM
To: Gauthier, Lana
Subject: Re: Care Ride Transport

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I think I got it. When you see the *Change File Format Box* always choose *Convert to Text* and it should work.

Have a good one.

Jackie

What's the column width for this notice?

One

What's the rate for this notice?

Public Notice

Draft your notice in the text editor below

Change file

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NOTICE OF HEARING ON

On Wed, Oct 2, 2024 at 10:30 AM Jackie Cruthirds <jackie@lagniappemobile.com> wrote:
Strange. Let me see if it will work for me. Sometimes if the document is "formatted" you can "clear formatting" and it will work. Watch for confirmation email.

On Wed, Oct 2, 2024 at 9:51 AM Gauthier, Lana <lana.gauthier@cityofmobile.org> wrote:

Good morning, Jackie,

I've tried multiple times to add the attached to Column for publishing, but it won't go through.

Please publish the attached in your October 9, 2024 publication.

Thank you!

Lana Pafenbach

Assistant City Clerk

City Clerk's Office

City of Mobile

(251) 208-7474

R E S O L U T I O N

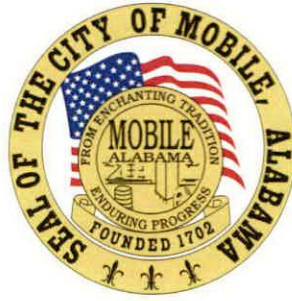
Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail Liquor License
Submitted by:	El Jefe House of Cigars, LLP
Location:	El Jefe House of Cigars 1621 Virginia Street Mobile, AL 36604

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
10/17/2024	NEW APPLICATION	2024 - 5700	130015	2	October 22, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

EL JEFE HOUSE OF CIGARS

Location Address

1621 VIRGINIA STREET

City, State, Zip Code

MOBILE AL 36604

Comments

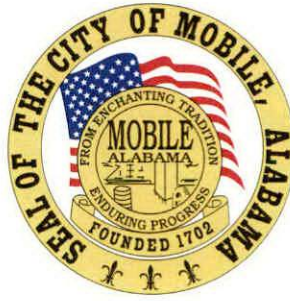
PORT CITY FOOTBALL GAME
NOVEMBER 2, 2024
LADD STADIUM

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	LISA C. LAMBERT Council Agenda Date
10/17/2024	NEW APPLICATION	2024 - 5700	130015	2	October 22, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

EL JEFE HOUSE OF CIGARS

Location Address

1621 VIRGINIA STREET

City, State, Zip Code

MOBILE AL 36604

Comments

PORT CITY FOOTBALL GAME
NOVEMBER 2, 2024
LADD STADIUM

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
10/17/2024	NEW APPLICATION	2024 - 5700	130015	2	October 22, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

EL JEFE HOUSE OF CIGARS

Location Address

1621 VIRGINIA STREET

City, State, Zip Code

MOBILE AL 36604

Comments

PORT CITY FOOTBALL GAME
NOVEMBER 2, 2024
LADD STADIUM

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/17/2024	NEW APPLICATION	2024 - 5700	130015	2	October 22, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

EL JEFE HOUSE OF CIGARS

Location Address

1621 VIRGINIA STREET

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
JAMONTY L JONES	OWNER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 11/02/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 10/17/2024	Application Type NEW APPLICATION	Application Number 2024 - 5700	License Account # 130015	Council District 2	Council Agenda Date October 22, 2024
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name EL JEFE HOUSE OF CIGARS LLP			Trade Name (DBA) EL JEFE HOUSE OF CIGARS		
Business Structure Type LLP - LIMITED LIABILITY PARTNERSHIP		Incorporation Date 01/29/2023	SOS Entity ID 001-060-248	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number 2515101478			
Physical Address (Street Address, Suite #) 1621 VIRGINIA STREET		City MOBILE	State AL	Zip Code 36604	
Mailing Address (Street Address, Suite #, PO Box)		City PRICHARD	State AL	Zip Code 36610	
Primary Business Activity at the Location Explain (other) OTHER PROVIDER OF ALCOHOL PROVIDER FOR SPC EVNT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name JAMONTY L JONES	Title OWNER	POA NO	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions NO PENDING ACTIONS		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY		Property Owner Phone Number		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1621 VIRGINIA STREET		City MOBILE	State AL	Zip Code 36604	
Bldg Square Footage 12000	Bldg Seating Capacity 10000	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) JONES, JAMONTY LEVON		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City SEMMES		State AL	Zip Code 36575-7499
Date of Birth	Place of Birth (City, State, Nation) MOBILE AL USA	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name EL JEFE HOUSE OF CIGARS LLP	Business DBA EL JEFE HOUSE OF CIGARS	Physical Location Address (Street, City, Zip Code) 309 SOUTH WILSON AVENUE PRICHARD 36610		
Full Name (Last, First, Middle) MAYE, LEMARCUS DEANGELO		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City MOBILE		State AL	Zip Code 36617-2201
Date of Birth	Place of Birth (City, State, Nation) MOBILE AL USA	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name EL JEFE HOUSE OF CIGARS LLP	Business DBA EL JEFE HOUSE OF CIGARS	Physical Location Address (Street, City, Zip Code) 309 SOUTH WILSON AVENUE PRICHARD 36610		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title		Date of Birth	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
					Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials _____

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

- JJ _____ The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.
- JJ _____ The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.
- JJ _____ The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.
- JJ _____ The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.
- JJ _____ Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.
- JJ _____ In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- JJ _____ Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name
JaMonty Jones

Date of Application Signature
10/17/2024

Owner/Applicant/POA Signature


Title of Person Signing this Application

Sworn to and subscribed before me this **17th** day of **October** **2024**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner



November 19 2025

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

EL JEFE HOUSE OF CIGARS LLP

dba EL JEFE HOUSE OF CIGARS

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL

for the premises located at

1621 VIRGINIA STREET

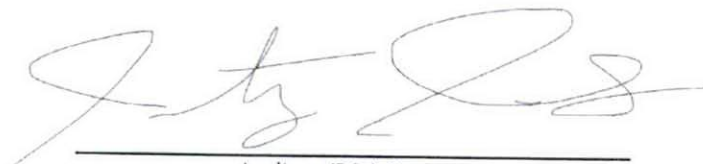
, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

October 22, 2024

for application number 2024 - 5700

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing

CITY OF MOBILE
REVENUE DEPARTMENT

October 17, 2024



SPC EVENT - PORT CITY CLASSIC (ALCHL)

1621 VIRGINIA STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 130015 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1888453	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$100.00	\$0.0	\$0.00	\$50.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

Thank you for your payment



Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to SHAWN.SKINNER@CITYOFMOBILE.ORG.

City of Mobile AL
205 Government Street, Mobile, AL 36602
Revenue 251.208.7462
www.cityofmobile.org

Transaction details

Date: October 17, 2024 09:16 AM CDT

Business License & Tax 2024 Bill #	
1888453	\$50.00

Subtotal	\$50.00
Processing fee	\$2.50

Total \$52.50

Payment information

JAMONTY JONES - EL JEFE
Visa ending in 6480
Confirmation number: MLPX57FQLR
Transaction type: Purchase

Thank you for your payment.

 [Return to Business License & Tax](#)



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

December 8th, 2023

Dear Mr. Jones,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:8012305161
NAME: JONES, JAMONTY LEVON
SOC:
ABI RESULT: IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

12-08-2023 11:58 ALLEA0049 *
*ATN/TCN8012305161 *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 12-08-2023 *
*NAME STATE ID NO. FBI ID NO. *
*JONES, JAMONTY L *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M B I 508 285 BRO BLK AL *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
* *
*ALIAS NAMES *
* JONES, JAMONTY LEVON *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* *

*LAST PAGE ON SID *

SEQ # 610 MRI # 11522655

Skinner, Shawn

From: Online Payments
Sent: Thursday, October 17, 2024 9:16 AM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



City of Mobile AL payment confirmation

Hi JAMONTY JONES - EL JEFE,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 6480.

Confirmation #: MLPX57FQLR

October 17, 2024 09:16 AM CDT

Description	Amount
Business License & Tax 2024 Bill # 1888453	\$50.00
Subtotal	\$50.00
Processing fee	\$2.50



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241016145320276

Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 **County:** \$150.00

Type License:

State: **County:**

Trade Name: EL JEFE HOUSE OF CIGARS

Filing Fee: \$50.00

Applicant: EL JEFE HOUSE OF CIGARS LLP

Transfer Fee:

Location Address: 1621 VIRGINIA ST MOBILE, AL 36604

Mailing Address:

PRICHARD, AL 36604

County: MOBILE **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLP

Book, Page, or Document info: 001-060-248

Do you sell Draft Beer?:

Date Incorporated: 01/29/2023 **State incorporated:** AL

County Incorporated: MOBILE

Date of Authority: 01/29/2023

Federal Tax ID:

Alabama State Sales Tax ID:

Name:	Title:	Date and Place of Birth:	Residence Address:
LEMARCUS DEANGLEO	PARTNER	MOBILE AL	MOBILE, AL 36617
JAMONTY LEVON JONES	PARTNER	MOBILE AL	SEMMES, AL 36575

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JAMONTY JONES

Home Phone:

Business Phone: 251-510-1478

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241016145320276

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY 251-221-4000

What is lessors primary business? **EDUCATION**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: 12000 Display Square Footage:

Building seating capacity: 10000 Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241016145320276

Initial each

☒ *JA*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ *JA*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *JA*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ *XX*

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ *XX*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ *JA*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ *JA*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ *JA*

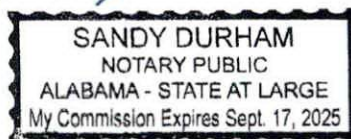
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Ja Monty Jones*

Signature of Applicant: *JA*

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241016145320276

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 11/02/2024 Ending Date: 11/02/2024

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD NOVEMBER 2, 2024. ENTRANCE/EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD NOVEMBER 2, 2024. ENTRANCE/EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240705000023224

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 012075349



County: MOBILE Tobacco Business Type: 47 Vending Machines: 0

Effective Date: 10/01/2024 Printed Date: 07/05/2024

Trade Name: EL JEFE HOUSE OF CIGARS

Licensee: EL JEFE HOUSE OF CIGARS LLP

Location: 309 S WILSON AVE

PRICHARD

AL

36610

Mailing Address: 309 S WILSON AVE

PRICHARD

AL

36610

010 LOUNGE RETAIL LIQUOR - CLASS I

990 TOBACCO AND ALTERNATIVE NICOTINE
PRODUCTS
Product type: 1

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

113738

Arthur E. Stewart

ADMINISTRATOR





KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

December 8, 2023

Dear Mr. Maye,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:8002307849
NAME:MAYE, LEMARCUS DEANGELO
SOC:
ABI RESULT:NON-IDENT
SID:

**CERTIFIED COPY
OF
ALEA DOCUMENT**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to form a limited liability partnership under Sections 10A-1-3.05 and 10A-8A-10.01 of the Code of Alabama 1975, this Statement of Limited Liability Partnership and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability partnership (must contain the words "Limited Liability Partnership" or the abbreviation "L.L.P." or "LLP," and comply with Code of Alabama, Section 10A-1-5.07):

El Jefe House of Cigars, LLP

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. Street (**No PO Boxes**) address of principal office of the limited liability partnership:

309 S Wilson Avenue Prichard, AL 36610

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent (only one agent): Jones Jamonty

Street (**No PO Boxes**) address of Registered Office (**must be located in Alabama**):

309 S Wilson Avenue Prichard, AL 36610

*COUNTY of above address: MOBILE

Mailing address in Alabama of Registered Office (if different from street address):

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-060-248	D2P
Date	01/29/2023
Time	20:20:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

5. Purpose for which the limited liability partnership was formed: _____

Entertainment Services

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street **(No PO Boxes)** address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

8. The partnership is formed as a limited liability partnership.
9. The statement of limited liability partnership is effective immediately on the date the statement is filed with the Office of the Secretary of State or at the later date specified in this filing.

The undersigned specify 1 / 29 / 2023 as the effective date (must be later than the date filed in the office of the Secretary of State).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability partnership.

*County of Registered Agent is requested in order to determine distribution of County filing fees

1 / 29 / 2023
Date (MM/DD/YYYY)

Jamonty Jones
Signature as required by 10A-8A-10.01
Owner
Title

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

El Jefe House of Cigars, LLP

This name reservation is for the exclusive use of Jamonty Jones, 309 S Wilson
Avenue, Prichard, AL 36610 for a period of one year beginning January 29, 2023
and expiring January 29, 2024



RES069877

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

January 29, 2023

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State



**Department of the Treasury
Internal Revenue Service
1973 North Rulon White Blvd
Ogden, UT, 84404-5402**

In reply refer to: 0446229310
11/27/2023 LTR 147C

EL JEFE HOUSE OF CIGARS LLP
LEMARCUS D MAYE GEN PTR

PRICHARD, AL 36610-3907-096

Employer Identification Number: :

Dear Taxpayer:

Thank you for your inquiry of 11/27/2023.

Your Employer Identification Number (EIN) is: - - - - -

Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 1-800-829-0115. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,
Ms. Smith
1004146473
CSR



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

EL JEFE HOUSE OF CIGARS LLP
309 S WILSON AVENUE
PRICHARD, AL 36610

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011942274	12/31/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 424990

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Stashpinski
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L0312509664

EL JEFE HOUSE OF CIGARS LLP
309 S WILSON AVENUE



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.524.0535 or this should be included on your deed and/or lease paperwork.

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by E. J. Leff House of Cigars LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 19th day of September 2024

Notary Printed Name

Edwina Walker

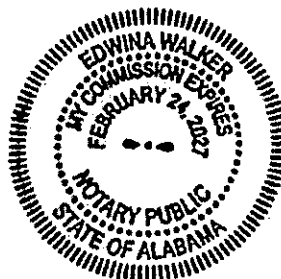
Notary Signature

Edwina Walker

My (Notary) Commission Expires

February 24, 2027

Notary Stamp



Owner of Property (Print Name)

Mobile County Public School

Owner of Property (Signature)

[Signature]

Street Address

1621 Virginia St.

City, State, Zip

Mobile, AL 36604

Date Agreement Signed

09-19-2024

Applicant Name (Print Name)

Ja Monty Jones

Applicant Name (Signature)

[Signature]

Street Address

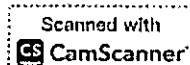
City, State, Zip

Prichard, AL 36610

Date Agreement Signed

9/19/2024

[Application Property Ownership



My Place

City of Mobile Home GIS Data

Information for Address: 1621 Virginia St

[Search for New Address](#)

Parcel Owner / Mailing Address:

Mobile City Of C/o Board Of School Commissioners
Of Mobile County
205 Government St
Mobile, AL 36602

Parcel Information:

Parcel: R022910281003031.000 / 920515

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S1W28

Census Tract:

001400

Zipcode:

36604

--- Public Services ---

Garbage Pickup:

(Thursday East / Route F)

Trash Pickup:

(Monday South / 6-TD-10)

Fire District:

(Fire Station 9 Husband)

Police Precinct/Beat:

(Precinct 1 Beat 14)

--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

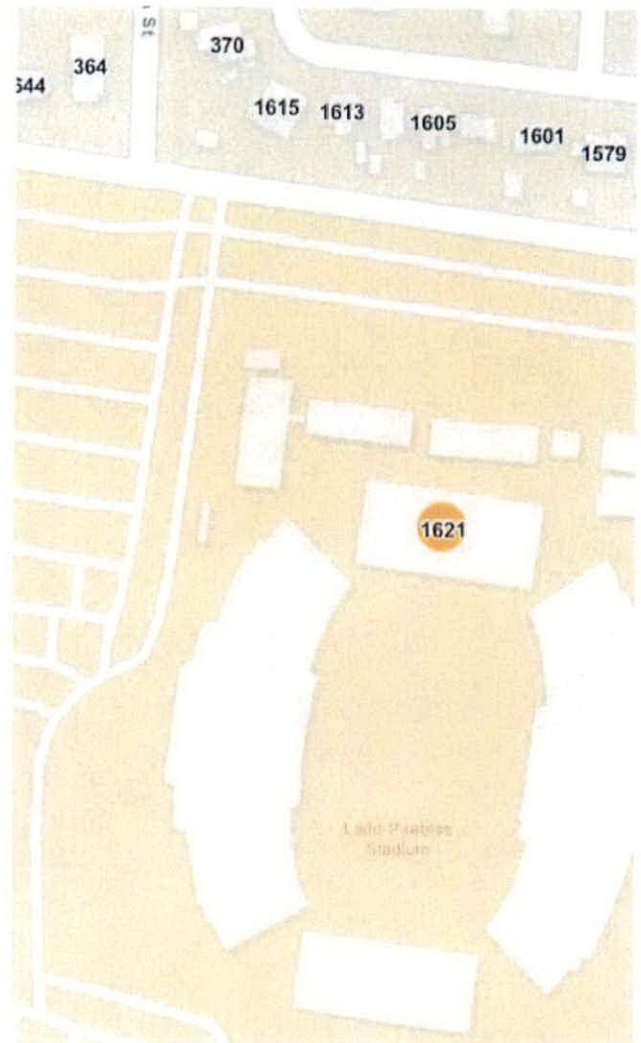
District: (1)

State House District:

District: (97)

State Senate District:

District: (33)



+

-

Home icon

Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 920515 For Year 2024

 Property Details

Account

Key Number: 920515
Legal Description: LOT 1 LADD PEEBLES STADIUM SUBDIVISION MBK 136 PAGE 48
Parcel Number: 2910281003031XXX
Type: Real
Property Class: 2

Location

Address: 1621 VIRGINIA ST MOBILE, AL 36604-1058

Owner

Name: CITY OF MOBILE
Mailing Address: 205 GOVERNMENT ST
MOBILE , AL 36602-0001

Exemptions: OTH - OTHER EXEMPTION. COMPLETELY EXEMPT
For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Value:	\$9,457,200
Land Value:	\$2,917,100
Appraised Value:	\$12,374,300
Taxable Value:	\$12,374,300
Assessed Value:	\$2,474,860

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

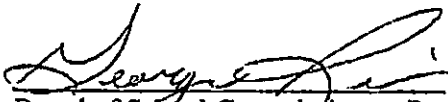
 Property Taxing Jurisdiction

Facility Usage Agreement

El Jefe House of Cigars, LLP
309 S Wilson Ave.
Prichard, AL 36610

The Board of School Commissioners of Mobile County hereby give El Jefe House of Cigars, LLP permission to sale liquor and beer at Ladd-Pebble Stadium located at 1621 Virginia Street, Mobile, AL 36604. El Jefe House of Cigars, LLP will be allowed to sale wine, liquor, and beer during the events of the Port City Classic at Ladd-Pebble Stadium on November 2nd, 2024 between the hours of 12:00pm to 10:30pm on the day of the event. All services and sales will be within the guidelines of the laws of the State of Alabama, the City of Mobile, and the Alabama ABC Board.

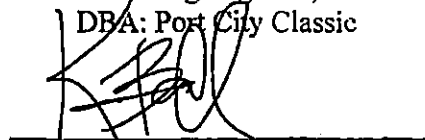
Board of School Commissioners
Of Mobile County



Board of School Commissioners Representative

Date: 8-29-2024

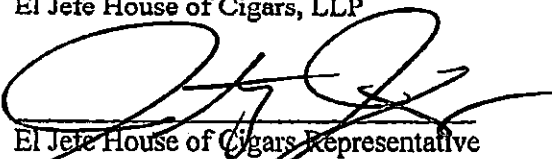
Brothers Working Together, LLC
DBA: Port City Classic



PCC Representative

Date: 08-29-2024

El Jefe House of Cigars, LLP



El Jefe House of Cigars Representative

Date: 8/29/2024



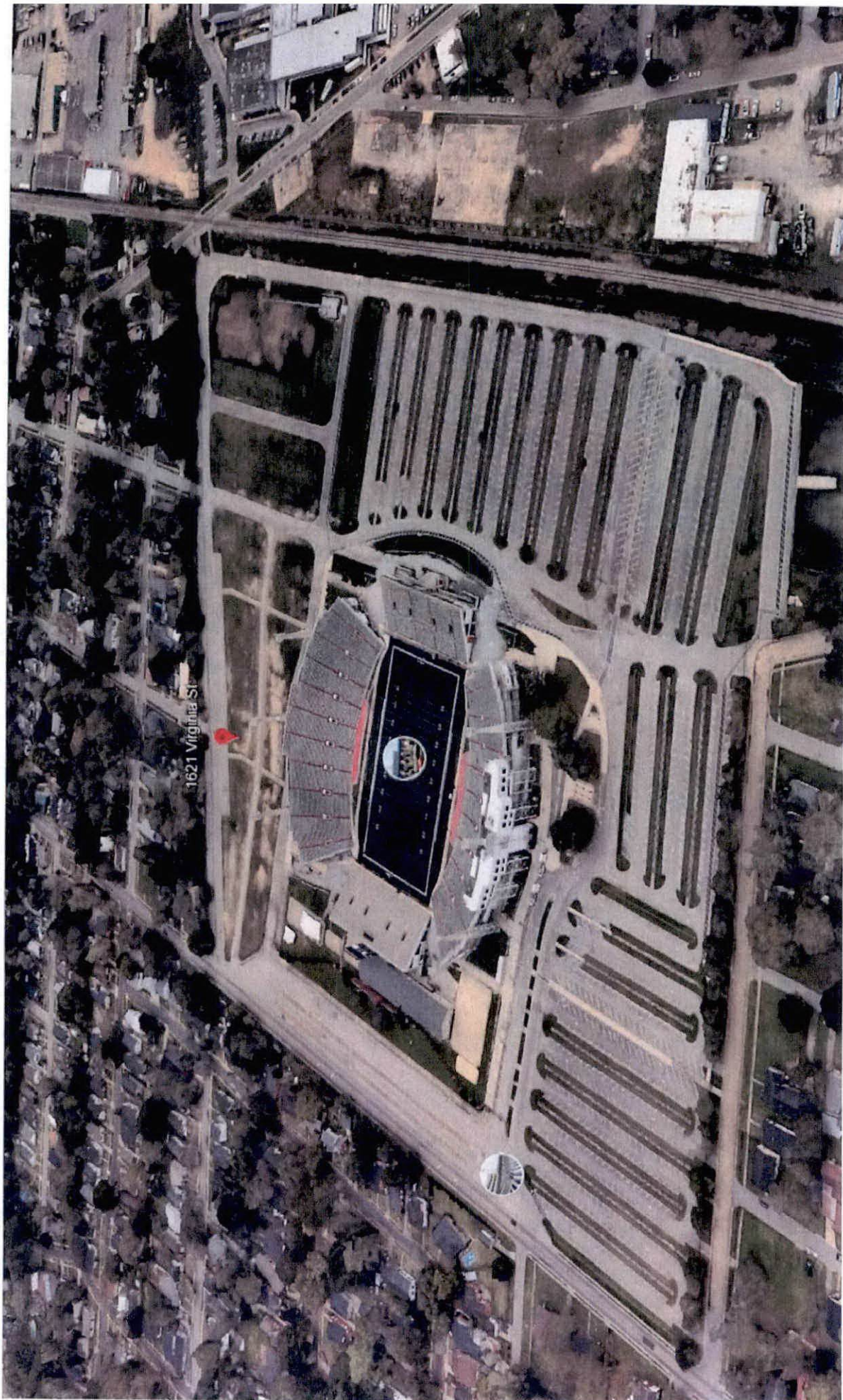
CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) LLP ☐ Corporation	Application Type ☒ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☒ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☒ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Business Name El Jefe House of Cigars LLP		Trade Name (DBA) El Jefe House of Cigars	
Company Physical Address (Street Address, Suite #) 309 S Wilson Avenue		City Prichard	State AL
		Zip Code 36610	
Business Contact Person Information			
Name JaMonty Jones	Title Owner	Phone	Email
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage	Parking Provided	Parking Required	Compliance
Comments The application is to serve alcohol on City owned property for a City football event (Port City Classic). As such, the request is exempt from Zoning Regulations.			
Print Name Payton Rogers	Signature 	Date 10/17/2024	

| Planning and Zoning





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-143322-2024

Issue Date: 10/17/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022910281003031.	1621 Virginia St	

Business Name	Issued To	Zoning Districts
EL JEFE HOUSE OF CIGARS LLP	Name: Jamonty L. Jones Company: Address: 1621 Virginia St MOBILE, AL 36604 Phone: (251) 510-1478	B-3

This Zoning Classification Allows the property to be used for:

PROVIDING ALCOHOL FOR PORT CITY CLASSIC FOOTBALL GAME ON NOVEMBER 2ND @ LADD STADIUM

Conditions of Use

Subject site is owned by the city and the request is for a city football event. As such, the request is exempt from zoning regulations.

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1609 Jessie Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1609 Jessie Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1609 Jessie Street** to be **\$3,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,000.00** shall constitute a special assessment against the property at structure **1609 Jessie Street** and being that property more particularly described as follows:

LOT 655 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-96 #SEC 44 T4S R1W #MP29 02 44 0 008

Parcel No.: **29 02 44 0 008 404.xxx**

Owner: **SAUCIER MELVIN
2906 E 15TH AVE UNIT 1
TAMPA FL 33605-3029**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1609 Jessie Street**, for the proposed amount of **\$3,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



September 5, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-085-23

LOCATION:
1609 Jessie Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

**Legal Description: LOT 655 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-96 #SEC 44 T4S R1W
#MP29 02 44 0 008**

Parcel Number: 29 02 44 0 008 404 XXX

Amount: ~~\$2,800.00~~ \$3,000.00

**Assessed To: SAUCIER MELVIN
2906 E 15TH AVE UNIT 1
TAMPA FL 33605-3029**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson'.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member Cory Penn, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
502 Lott Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **502 Lott Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **502 Lott Street** to be **\$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,200.00** shall constitute a special assessment against the property at structure **502 Lott Street** and being that property more particularly described as follows:

LOT 9 OF SQUARE 5 MAYSVILLE DBK 98 N S PG 125 #SEC 28 T4S R1W #MP29 10 28 1 002

Parcel No.: **29 10 28 1 002 095.xxx**

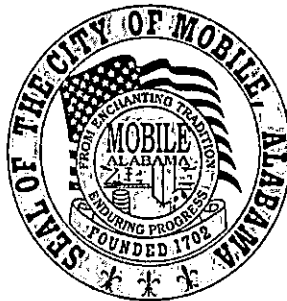
Owner: **EVANS KIA S
1557 VIRGINIA ST
MOBILE AL 36604-1857**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **502 Lott Street**, for the proposed amount of **\$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-006-23

LOCATION:
502 Lott Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 9 OF SQUARE 5 MAYSVILLE DBK 98 N S PG 125 #SEC 28 T4S R1W #MP29 10 28 1 002

Parcel Number: 29 10 28 1 002 095.XXX

Amount: ~~\$ 3,000.00~~ \$3,200.00

Assessed: EVANS KIA S

1557 VIRGINIA ST MOBILE AL

36604-1857

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
910 Montgomery Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **910 Montgomery Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **910 Montgomery Street** to be **\$3,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,000.00** shall constitute a special assessment against the property at structure **910 Montgomery Street** and being that property more particularly described as follows:

COM AT PT ON N/S OF MONTGOMERY ST W OF NW COR OF BROAD & MONTGOMERY STS TH RUN ALG N/L OF MONTGOMERY ST 43 FT TO PT WHICH PT IS 92 FT M/L E OF MARINE ST TH NWLY & PAR WITH W/L OF LOT 8 106 FT TO PT TH ELY & PAR TO N/L OF MONTGOMERY ST 43 FT TO W OF LOT 8 TH SLY TO POB ALL OF SD MEA NOW OR FORMERLY OF MALLON ON E BY W/L OF LOT 8 BEING PPTY OF BIEBER ON S BY MONTGOMERY ST & ON S BY PPTY NOW OR FORMERLY OF COLLING & FREDERIC #SEC 38 T4S R1W #MP29 10 38 0 005

Parcel No.: **29 10 38 0 005 063.xxx**

Owner: **STOKES ROBERT E
6017 HOWELLS FERRY RD
MOBILE AL 36618-3037**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **910 Montgomery Street**, for the proposed amount of **\$3,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

September 5, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-114-23

LOCATION:
910 Montgomery Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: COM AT PT ON N/S OF MONTGOMERY ST W OF NW COR OF BROAD & MONTGOMERY STS TH RUN ALG N/L OF MONTGOMERY ST 43 FT TO PT WHICH PT IS 92 FT M/L E OF MARINE ST TH NWLY & PAR WITH W/L OF LOT 8 106 FT TO PT TH ELY & PAR TO N/L OF MONTGOMERY ST 43 FT TO W OF LOT 8 TH SLY TO POB ALL OF SD MEA NOW OR FORMERLY OF MALLON ON E BY W/L OF LOT 8 BEING PPTY OF BIEBER ON S BY MONTGOMERY ST & ON S BY PPTY NOW OR FORMERLY OF COLLING & FREDERIC #SEC 38 T4S R1W #MP29 10 38 0 005

Parcel Number: 29 10 38 0 005 063.XXX

Amount: \$ ~~2,800.00~~ *\$3,000.00*

Assessed To: STOKES ROBERT E
6017 HOWELLS FERRY RD
MOBILE AL 36618-3037

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1112 Newman Lane

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1112 Newman Lane** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1112 Newman Lane** to be **\$2,699.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,699.00** shall constitute a special assessment against the property at structure **1112 Newman Lane** and being that property more particularly described as follows:

LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel No.: **22 08 44 0 019 100.xxx**

Owner: **SMITH RANITA
100 MICHAEL DONALD AVE
MOBILE AL 36604-2719**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1112 Newman Lane**, for the proposed amount of **\$2,699.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-051--23

LOCATION:
1112 Newman Lane

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 61 BATTOTTI PL DBK 93 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019

Parcel Number: 22 08 44 0 019 100.XXX

Amount: ~~\$ 2,499.00~~ \$2,699.00

Assessed: SMITH RANITA

**100 MICHAEL DONALD AVE
MOBILE AL 36604-2719**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2459 Richardson Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2459 Richardson Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2459 Richardson Street** to be **\$2,550.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,550.00** shall constitute a special assessment against the property at structure **2459 Richardson Street** and being that property more particularly described as follows:

**LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S R1W #MP22
08 44 0 019**

Parcel No.: **22 08 44 0 019 142**

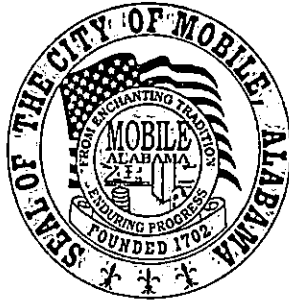
Owner: **PENN JAMES, C/O LAMAR J PENN
2459 RICHARDSON ST
MOBILE AL 36610-3329**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2459 Richardson Street**, for the proposed amount of **\$2,550.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-150-20

LOCATION:
2459 Richardson Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 4 BLK 2 STRAUSS BROS 1ST ADD TO PLATEAU MBK 2 PG 20 #SEC 44 T3S
R1W #MP22 08 44 0 019

Parcel Number: **22 08 44 0 019 142**
Amount: ~~\$ 2,350.00~~ *\$2,550.00*
Assessed: PENN JAMES C/O LAMAR J PENN
2459 RICHARDSON ST
MOBILE AL 36610-3329

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A blue ink signature of Gary L. Jackson, written in a cursive style.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1109 State Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1109 State Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1109 State Street** to be **\$7,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$7,700.00** shall constitute a special assessment against the property at structure **1109 State Street** and being that property more particularly described as follows:

COMG ON S/S OF STATE ST 202 FT W OF SW COR OF STATE & KENNEDY STS THEN WLY ON S/S OF STATE ST 34.67 FT THEN S/LY & PAR WITH KENNEDY ST 142.33 FT THEN ELY 24.75 FT THEN N/LY PAR WITH KENNEDY ST 141.5 FT TO BEG BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel No.: **29 06 40 0 004 614**

Owner: **LADD LINDA, JOSEPH L HALL & DOMINIQUE AND BERNARD
2355 DUKES AVE
MOBILE AL 36617**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1109 State Street**, for the proposed amount of **\$7,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-164-22

LOCATION:
1109 State Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: COMG ON S/S OF STATE ST 202 FT W OF SW COR OF STATE & KENNEDY STS
THEN WLY ON S/S OF STATE ST 34.67 FT THEN S/LY & PAR WITH KENNEDY ST 142.33 FT THEN ELY
24.75 FT THEN N/LY PAR WITH KENNEDY ST 141.5 FT TO BEG BEING PT GRT SEC 40 T4S R1W #SEC
40 T4S R1W #MP29 06 40 0 004**

Parcel Number: 29 06 40 0 004 614
Amount: ~~\$7,500.00~~ \$7,700.00

**Assessed: LADD LINDA, JOSEPH L HALL & DOMINIQUE AND BERNARD
2355 DUKES AVE
MOBILE AL 36617**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
7630 Avenue C

Sponsored by: Councilmember Gina Gregory

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **7630 Avenue C** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **7630 Avenue C** to be **\$1,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$1,800.00** shall constitute a special assessment against the property at structure **7630 Avenue C** and being that property more particularly described as follows:

LOTS 12, 13, 14, 15,16 & 17 BLK 17 WEST MOBILE TERRACE DBK 156/570 #SEC 18 T4S R2W #MP28 04 18 3 001

Parcel No.: **28 04 18 3 001 040.xxx**

Owner: **VALLRAY LUCAS
7630 AVENUE C
MOBILE AL 36608-4772**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 22, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **7630 Avenue C**, for the proposed amount of **\$1,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-185-22

LOCATION:
7630 Avenue C

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 12, 13, 14, 15,16 & 17 BLK 17 WEST MOBILE TERRACE DBK 156/570 #SEC 18 T4S R2W #MP28 04 18 3 001

Parcel Number: 28 04 18 3 001 040.XXX

Amount: ~~\$ 1,600.00~~ *\$1,800.00*

Assessed: VALLRAY LUCAS
7630 AVENUE C
MOBILE AL 36608-4772

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Gina Gregory, file copy



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FROM' line.

DATE: **October 15, 2024**

SUBJECT: WEED LIEN GROUP **1661**

Attached, please find Assessment Lists for Weed Lien Group Number **1661** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

10 /22/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

11/26/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 10/24/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 11/7/2024

LEGAL NOTICE ADS: 11/13/2024-11/20/2024

POSTING DATE: 11/19/2024

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1661				Res. No.	
10/22/2024	LOTS TO BE DECLARED				58-	
11/26/2024	LOTS FOR PUBLIC HEARING				58-	
//2024	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2953 Edgewood St	41911	44887		1	
2	1325 Mobile St	41713	44888		1	
3	1204 Satchell St	41871	44889		1	
4	2009 Jones Ave	41875	44890		1	
5	1511 Diamond Dr	39669	44891		1	
6	2325 St Stephens Rd	41065	44892		1	
7	6760 Moffett Rd	35224	44893		7	
8	3010 Warsaw Ave	41909	44894		1	
9	0 Warsaw Ave	41900	44895		1	
	Par. No. (29 02 44 0 010 064.001)					
10	2717 Warsaw Ave	43899	44896		1	
11	1072 Summerville St	43581	44897		1	
12	562 Leamore Ct	43467	44898		1	
13	565 Marcus Dr	38078	44899		5	
14	611 Stimrad Rd	31126	44900		2	
15	805 Edwards St	42376	44901		2	
16	474 Chin St	42422	44902		2	
17	517 Yukers St	42510	44903		2	
18	515 Yukers St	42509	44904		2	
19	513 Yukers St	42506	44905		2	
20	1404 Chinquapin St	39214	44906		2	
21	1774 Princeton Woods Dr E	39788	44907		7	
Numbers of lots cut						
District total for this group			Numbers of lots cut			
1	11			1		
2	7			2		
3	0			3		
4	0			4		
5	1			5		
6	0			6		
7	2			7		
	21				0	
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Larry Jackson 10-16-24
Marchetta Junte 10-16-24

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1661** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **26th day of November, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Attached

RESOLUTION

Sponsored by: Councilmember Daves & Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company: Sain Associates, Inc

City of Mobile Project Name: Broad St and Baltimore St Intersection Improvement Project

Capital Project No.: C0796

Contract Amount: \$34,000

Adopted:

City Clerk



**BROAD STREET AND BALTIMORE STREET INTERSECTION
IMPROVEMENT PROJECT DESIGN**

PROJECT NO. 2024-2060-01

ENGINEER:

SAIN ASSOCIATES, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Sain Associates, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Sain Associates, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – , City of Mobile Project No. 2024-2060-01. This is for engineering design of traffic signal and intersection improvements for the intersection of Baltimore Street and Broad Street. **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents as directed by the TRAFFIC ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the

ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The ENGINEER will prepare a standalone plan assembly suitable for permitting and construction of modifications to the existing traffic signal at the intersection of Baltimore Street and Broad Street. The design plan will conform to the policy and standards of the City of Mobile. Design criteria for the traffic signal modification will be established by the CITY prior to starting plan development.

The scope of work is divided into the following Phases:

1. Design Phase

- A. DESIGN PHASE

1. General

- a. Should the TRAFFIC ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the TRAFFIC ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until completion of design.
- b. Requirements under this task shall include all work necessary to provide all plans, drawings, and cost estimates of the final PROJECT.

2. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design, and Construction Cost Estimate, in Section III.A.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at three (3) stages of development. TRAFFIC ENGINEER will provide written administrative review comments to the

ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the TRAFFIC ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **60% Design Submittal** (approximately 60% completion) shall be made. Plan and profile layout sheets and Traffic Signalization plan sheets, summary of quantities, and ENGINEER's cost estimate will be submitted.
 - (2) **90% Design Submittal** (approximately 90% completion) shall be made **Eight (8) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point.
 - (3) **100% Design Submittal** (Issued for Bid Package) shall be made **four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the TRAFFIC ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
 - d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.
 - e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies, drawings, electronic files (one copy PDF and one copy CADD on request), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the

CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit A. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the TRAFFIC ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit A and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% of this CONTRACT shall not exceed \$20,400.00 (Twenty Thousand Four Hundred Dollars and Zero Cents).
 - b. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$10,200.00 (Ten Thousand Two Hundred Dollars and Zero Cents).
 - c. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work

performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$3,400.00 (Three Thousand Four Hundred Dollars and Zero Cents).

- d. Payment for total work performed shall be based on hourly rates in Exhibit A and shall not exceed \$34,000.00 (Thirty-four Thousand Dollars).
- e. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$34,000.00 (Thirty-Four Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMINIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim

also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for

employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the contract.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

SAIN ASSOCIATES, INC.

By: Jeffrey D. Stephenson

Print: Jeffrey D. Stephenson, P.E., PTOE

Its: Team Leader/Principal

Address: 2 Perimeter Park S, Suite 500E

Birmingham, AL 35243

Telephone: 205-940-6420

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Vann Rutledge, a Notary Public in and for said State and County, hereby
certify that Jeffrey D. Stephenson, whose name as Team Leader/Principal of
Sain Associates, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 11th day of September, 20 24.



[Signature]
NOTARY PUBLIC

My Commission Expires: 11/19/2025

EXHIBIT A: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Rates:	
Principal	\$220.00 - \$315.00 per Hour
Engineer/Planner	\$110.00 - \$168.00 per Hour
Senior Engineer	\$173.00 - \$240.00 per Hour
GIS Analyst	\$115.00 - \$136.00 per Hour
GIS Professional	\$148.00 - \$158.00 per Hour
Designer	\$100.00 - \$147.00 per Hour
Surveyor	\$115.00 - \$163.00 per Hour
Survey Crew (1-Person)	\$115.00 per Hour
Survey Crew (1-Person + Robot)	\$175.00 per Hour
Survey Crew (2-Person)	\$200.00 per Hour
Survey Crew (3-Person)	\$252.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Administrative Support	\$68.00 - \$98.00 per Hour

EXHIBIT B: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Fee:

We propose to provide the above-described services for the following fee:

Survey.....	Fixed Fee \$4,000
Traffic Signal Design Plan.....	Fixed Fee \$18,000
Infrastructure Improvement Sheets (if needed)	Fixed Fee \$5,000
Preliminary Opinion of Probable Cost.....	Fixed Fee \$2,000
Traffic Signal Approval/Permitting.....	Hourly with estimated budget of \$3,000
Meeting	Hourly with estimated budget of \$2,000
Total.....	\$34,000

Reimbursable expenses such as printing, shipping, mileage, etc. are included in the above fees.

EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD files of drawings
- Pdf's of drawings

EXHIBIT D: INSURANCE CERTIFICATIONS

**EXHIBIT E: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE
UTILIZATION REPORT**

STATE OF ALABAMA
COUNTY OF JEFFERSON

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared James A. Meads (affiant) who,
being duly sworn says as follows:

President/CEO of Sain Associates, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer
that employs one or more employees, I hereby attest that in my capacity as
President/CEO for Sain Associates, Inc. that said employer shall not knowingly employ, hire for
employment, or continue to employ an unauthorized alien.

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

I further attest that said Sain Associates, Inc. is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: 479814.



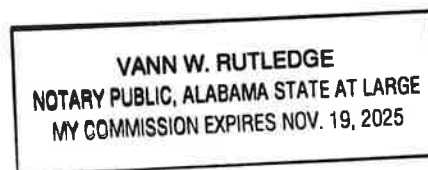
CEO of Sain Associates, Inc.

Sworn to and subscribed before me this the 11th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

**DBE Compliance
DBE UTILIZATION REPORT**

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of: (CHECK ONE):		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.				
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTALS		\$	\$	\$

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archinque.Kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____





OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Broad St and Baltimore St Intersection Improvement Project Design

PROJECT # C0796 DATE OF RECEIPT October 15, 2024

PROJECT DESCRIPTION Design services for modification of the existing signal.

CONTRACT AMOUNT \$34,000.00

VENDOR NAME Sain Associate, Inc.

VENDOR NUMBER 295020

DEPT # 2060 DEPT NAME Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION N/A

SHOULD RETAINAGE BE WITHHELD? Y N X 5% of the 1st 50% or

If different, indicate special rate

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

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

Prepared by: Jennifer White Date October 15, 2024

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.

G-CMRPEII/24/CM

Page 1 of 16

Rev. 11/1/2023

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.
4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

- a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

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11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
 - b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

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All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

GRANTEE:

Christopher M. Blankenship
Commissioner

Signature

Date: _____

Printed Name

Title

EXHIBIT A

State of Alabama Gulf of Mexico Energy Security Act of 2006 Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

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behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffey Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffey Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cleats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffey Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffey Cell Waterfront.	\$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	\$2,278,667
Total GOMESA Funding Not to Exceed		\$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

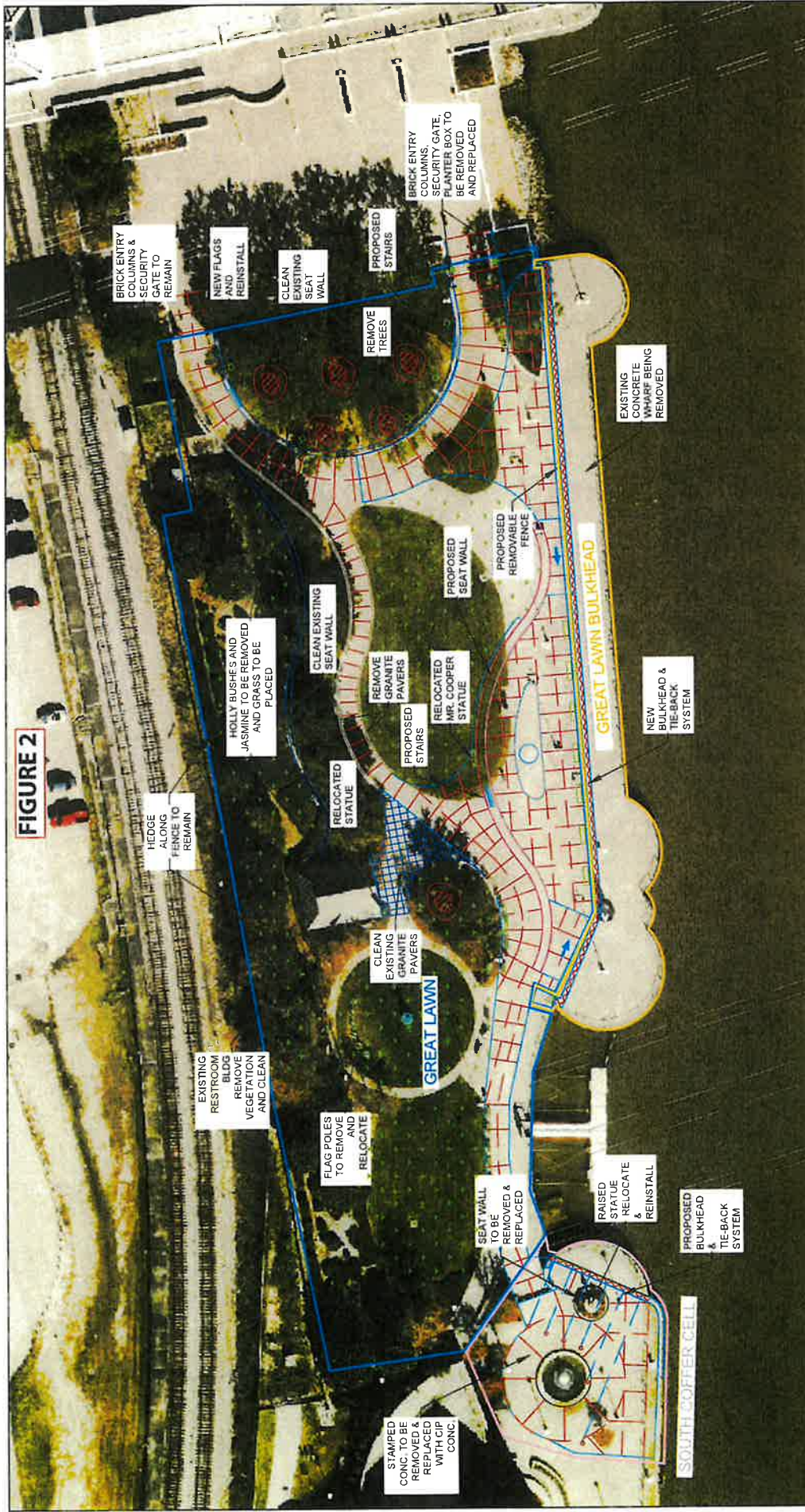
William S. Stimpson, Mayor
City of Mobile

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FIGURE 1

CITY OF MOBILE, ALABAMA ENGINEERING DEPARTMENT MOBILE RIVERFRONT REDEVELOPMENT GENERAL ARRANGEMENT & PHASING PLAN	MOBILE ALABAMA	PHASE PLAN	SHEET 1 OF 2	09-27-2024
PHASE COST ESTIMATES	PHASE PLAN	SHEET 1 OF 2	09-27-2024	09-27-2024
NOTES / COMMENTS:	G-CMRPEII/24/CM	Page 15 of 16	09-27-2024	09-27-2024
GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : \$ 5,864,796.14	SOUTH COFFER CELL : \$ 1,827,362.53	GREAT LAWN : \$ 2,272,105.00	09-27-2024	09-27-2024



CITY OF MOBILE, ALABAMA ENGINEERING DEPARTMENT MOBILE RIVERFRONT REDEVELOPMENT GENERAL ARRANGEMENT & PHASING PLAN		SITE PLAN	SHEET 2 OF 2	09-27-2024
PHASE COST ESTIMATES GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : \$ 5,864,796.14 SOUTH COFFER CELL : \$ 1,827,362.53 GREAT LAWN : \$ 2,272,105.00		NOTES / COMMENTS: G-CMRPEII/24/CM Page 16 of 16		

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: October 22, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the execution and attestation of the Tax Abatement Agreement with Greenfield Environmental Multistate Trust, LLC along with Mobile County, Alabama

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Greenfield Tax Abatement Agreement
2. Greenfield Tax Abatement Agreement (final) (003)

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, it is beneficial to the City of Mobile and serves a public purpose to enter into a Tax Abatement Agreement with Greenfield Environmental Multistate Trust, LLC, solely in its representative capacity as Trustee of the Multistate Environmental Response Trust, along with Mobile County, Alabama; and

WHEREAS, the Trust is pursuant to the Tronox Bankruptcy Agreement, the fee owner of certain real estate in the City of Mobile, County of Mobile, State of Alabama, which is 5 contiguous tax parcels located at 7300 Rangeline Road, to oversee a remedial construction project at the site for ADEM's Voluntary Clean-up Program; and;

WHEREAS, the City Council of the City of Mobile believes that it is a good, proper and justifiable use of public resources to enter into an agreement to provide abatements in furtherance of the above purpose;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines to enter into the Tax Abatement Agreement for the purposes described hereinabove serves a public purpose and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto, or one worded substantially similar thereto, and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

TAX ABATEMENT AGREEMENT BETWEEN CITY OF MOBILE
AND GREENFIELD ENVIRONMENTAL MULTISTATE TRUST, LLC

THIS TAX ABATEMENT AGREEMENT (“Agreement”) is entered into by THE CITY OF MOBILE, ALABAMA, an Alabama municipal corporation (the “City”), and GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC, a limited liability company organized under the laws of the State of Delaware, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust (the “Trust”), and duly consented to by MOBILE COUNTY, a body politic and political subdivision of the State of Alabama (the “County”), by and through the Mobile County Commission (the City and the County are hereinafter collectively referred to as the “Granting Authorities”).

RECITALS

WHEREAS, the Trust was established pursuant to that certain Consent Decree and Environmental Settlement Agreement (the “Settlement Agreement”) entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of In re: Tronox Incorporated, et al., Case No. 09-10156 (ALG), and that certain Environmental Response Trust Agreement entered into pursuant to the Settlement Agreement on February 14, 2011 (the “Trust Agreement”) (the Settlement Agreement and the Trust Agreement are hereinafter collectively referred to as the “Tronox Bankruptcy Agreements”); and

WHEREAS, the Trust is, pursuant to the Tronox Bankruptcy Agreements, the fee owner of certain real estate in the City of Mobile, County of Mobile, State of Alabama, which is comprised of five (5) contiguous tax parcels located at 7300 Rangeline Road (collectively, the “Site”). The Site consists of approximately 714 acres and has also been identified by the County as parcel identification numbers: Parcel No. 3801110000001 (Key No. 1422650), Parcel No. 3801120000001 (Key 1240311), Parcel No. 3801380000031 (Key 1240570), Parcel No. 3801380000032 (Key No. 1240589), and Parcel No. 3801380000032.002 (Key 13800072); and

WHEREAS, the Trust is, pursuant to the Tronox Bankruptcy Agreements, performing (among other things) a remedial construction project at the Site (the “Project”) within the corporate limits of the City; and

WHEREAS, the Trust has applied and received notification from the Alabama Department of Environmental Management (“ADEM”) that certain portions of the Site (comprised of the Site’s former process area) have been accepted into ADEM’s Voluntary Cleanup Program, the Trust is (among other things) facilitating remediation of the applicable portions of the Site pursuant to an ADEM-approved voluntary cleanup plan, and the Project therefore qualifies as an Alabama Brownfield Tax Abatement project under Code of Alabama §40-9C-1 et. seq., as amended (the “Act”); and

WHEREAS, the Project is more particularly described in Exhibit A attached hereto and incorporated herein, which is the application that the Trust submitted to the Granting Authorities for the Project (the “Application”); and

WHEREAS, the Granting Authorities have found the information contained in the Application to be sufficient to make a reasonable cost/benefit analysis of the Project and thereafter determined that the Project will confer economic and general benefits to the community.

NOW, THEREFORE, the City and the Trust, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

On _____ (“Effective Date”), the City approved the Project and agreed to grant abatements of certain non-educational taxes related to the Project.

PROJECTIONS

The Trust hereby makes the following good faith estimates and projections:

1. Total amount of capital investment in the Project is ±\$94.7 million.
2. Estimated number of individuals to be employed related to the Project:

Initially: 0
End of Year 1: 90
End of Year 2: 92
End of Year 3: 88

3. Estimated amounts of payroll related to the Project:

Initially: \$0
End of Year 1: \$7,061,540
End of Year 2: \$7,307,692
End of Year 3: \$6,461,538

The Trust commenced construction of the Project in early 2023 and estimates construction will be completed within approximately twenty-four (24) months from the Effective Date.

LIMITED REPRESENTATIONS AND COVENANTS OF THE TRUST

Subject to the terms and conditions of the Tronox Bankruptcy Agreements, including, without limitation, the exculpations, immunities, liability protections, and other rights extended to the Trust and its related parties under the Tronox Bankruptcy Agreements, the Trust (or its successor-in-interest with respect to the Site, as applicable) hereby represents and covenants, in consideration of the City executing this Agreement, as follows:

1. The Trust is duly qualified to do business in Alabama and has the power to enter into, perform, and observe the agreements and covenants in this Agreement.
2. The Trust is not in violation of any law in any manner material that would affect its ability to perform its obligations under this Agreement and is current on its outstanding liabilities.
3. The Trust has duly authorized the execution of this Agreement and no provision hereof constitutes a default under any agreement or instrument to which it is a party, nor does it contravene any law, judgment, or decree to which it is subject.
4. The Trust will timely obtain all licenses, permits, consents, certifications, authorizations, or other approvals required in connection with its acquisition, construction, installation, or operation of the Project and the City’s granting the abatements described herein;

and, the consent and approval of the County Commission and the State of Alabama.

5. In all material respects, the Trust's acquisition, construction, installation and operation of the Project will not conflict with and will be in accordance with applicable statutes, ordinances, orders, and regulations, including but not limited to statutes, ordinances, orders, and regulations respecting environmental protection.

6. The Project is located within the corporate limits of the County of Mobile.

7. The Application does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating and remodeling of existing facilities previously placed in service by the Trust.

8. For the purpose of the abatement of construction-related transaction taxes, as generally described in the Application, certain parts of the Project have been purchased prior to the Effective Date of this Agreement and the grant of abatements described herein will assist the Trust in its completion and operation of the Project.

9. As generally described in the Application, certain parts of the Project have been placed in service or operation by the Trust or a related party as defined by 26 U.S.C. §267 prior to the City's grant of the abatements described herein.

10. The Project will be "industrial development property", "private use industrial property" and will constitute a "project" as defined in the Act, and further, the Project is classified as an industrial or research enterprise as those terms are currently defined by the U.S. Department of Commerce, Office of Management and Budget or similar industry classification system.

11. The information contained in Exhibit A is true and correct and, to the extent estimates or projections are contained therein, such have basis in fact and were made in good faith, and the Trust acknowledges that the City has performed a Cost/Benefit Analysis utilizing the information contained in Exhibit A with respect to its grant of the abatements described herein.

12. The Trust acknowledges and agrees that the Granting Authorities, in approving the abatements described herein, make no warranty or representation, including but not limited to whether the abatements applied for (and the amounts thereof) will be accepted by taxing agencies/departments of the State of Alabama, its political subdivisions or any municipality. The Trust further acknowledges that the Granting Authorities have expressly relied on the Trust's representations contained in this Agreement and other submissions and presentations by the Trust, and that the Trust has relied on the advice of its own agents, servants, employees, attorneys, representatives, and consultants with respect to obtaining the abatements applied for and granted herein.

13. The weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. §147(b) and measured from the date the Project are expected to be placed in service, will be greater than ten (10) years.

14. If the Project is a Major Addition as defined in the Act, the Trust acknowledges that the provisions of the Act regarding Major Additions are applicable to the Project and shall apply to the abatements granted herein.

15. Wherever possible and economically prudent, but within its sole discretion, the Trust will use contractors and subcontractors from the Mobile County area. The Trust further agrees that it shall use reasonable, economically prudent efforts to maintain any workforce (both managerial and labor), consistent with the population demographics of Mobile County, Alabama.

ABATEMENTS

1. To the extent permitted by the Act and other applicable law, the City hereby grants to the Trust (or its successor-in-interest with respect to the Site, as applicable) abatements of the following taxes with respect to the Project:

a. Non-Educational Property Taxes: all state and local non-educational property taxes that are not required to be used for educational purposes or for capital improvements for education.

b. Non-Educational City and County Construction-Related Transaction Taxes: the transaction taxes imposed by Ala. Code 40-23-1 et. seq. on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction-related transaction taxes levied for educational purposes or for capital improvements for education.

2. Estimates of the amount of tax abated pursuant to this Agreement are set forth below. The City and the Trust hereby acknowledge that these estimates reflect the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated:

a. Non-Educational Property Taxes are expected to be approximately Zero Dollars (\$0) (first year only) and the maximum period for such abatement shall be valid for a period of three (3) years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

b. Non-Educational City and County Construction-Related Transaction Taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$1,794,439.

3. Non-Educational Sales and Use Tax Abatement and such abatement(s) shall not extend beyond the date the Project is placed in service.

4. The starting date of the abatements granted herein shall comply with the rules, procedures and regulations of the Alabama Department of Revenue (the "Department") as these and other rules, procedures and regulations of the Department as may be amended or modified.

5. For the purposes of this Agreement and the tax abatements granted herein, all applicable Trust-owned real or personal property (the "Property") shall be valued pursuant to the rules, procedures and regulations of the Department, including but not limited to Ala. Admin. Code 810-4-1-.04; 810-4-1-.12, as these and other rules, procedures and regulations of the Department may be amended or modified. Notwithstanding the foregoing, declarations or claims by the Trust of economic or functional obsolescence of Property for which abatements are granted shall not be permitted during the abatement period other than because of damage or destruction; provided, that nothing herein shall modify or alter the depreciation of Property in accordance with the Department's published schedules.

6. The Trust covenants and agrees to furnish the Granting Authorities, after the date on which the Project is placed in service and during the abatement period, records, information, and documentation which the Granting Authorities, in their sole discretion, deem prudent and necessary to determine whether employment and payroll projections are met, and the Trust has made the expenditures referenced herein and in Exhibit A. Further, at the request of the City or the Revenue Commissioner of Mobile County ("Commissioner"), the Trust shall provide a description of the Project sufficient for the Commissioner to determine what property, real and/or personal, constitutes the Project for which the abatements described herein have been granted. If any of the material statements contained herein or in Exhibit A are determined to have been misrepresented or incorrect, whether intentionally, negligently, or otherwise, or if the Trust fails to comply with any provision of this Agreement, the Granting Authorities, in their sole discretion, may terminate this Agreement by providing written notice to the Trust and the Granting Authorities may take such further action as they deem necessary to further the purposes and intent of the Act. If it is determined that certain items which are identified on the Application are not in compliance with the Act or applicable laws or regulations, those items may be subject to taxation for all local and state taxing authorities.

ADDITIONAL AGREEMENTS

1. Any provision hereof to the contrary notwithstanding, the Trust agrees and acknowledges nothing contained herein shall be construed to impose a charge against the general credit of the Granting Authorities or create any pecuniary liability of the Granting Authorities. Further, no director, officer, employee, attorney, or agent of the Granting Authorities shall have any pecuniary liability with respect to this Agreement.

2. The Trust releases the Granting Authorities and their directors, officers, employees, attorneys, and agents ("Releasees") from any and all claims and liabilities of any character or nature whatsoever, including any negligence of Releasees, regardless of by whom asserted or imposed, and by or on behalf of any person, firm, corporation, or governmental board, arising out of, resulting from, or in any manner connected with the Project, and without limiting the generality of the foregoing:

a. Liability resulting from any destruction of or damage to property or injury or death of any person or persons occurring in connection with the acquisition, construction, use, non-use, condition, or operation of the Project.

b. Any liability with respect to any contract or purchase order for the acquisition and construction of the Project.

c. Any actions relating to the acquisition and construction of the Project or any part thereof.

d. Any claim, liability, or loss arising out of any action taken by the Granting Authorities at the request of the Trust (or any person authorized to act on behalf of the Trust) or any inaction by the Granting Authorities in any manner related to this Agreement, including but not limited to, the Trust's obtaining the tax abatements granted herein.

Nothing contained in this Paragraph 2 shall be construed to release any of such parties from liability for any liability or loss that may result from any intentional or willful misconduct.

3. The Trust is solely responsible for the design and planning of the Project, the

preparation of contracts and purchase orders for the Project, and the supervision of all work to complete the Project.

4. The Trust may assign its rights under this Agreement to an affiliate with the consent of the City, provided that (a) any such assignment complies with the Act, and (b) the Trust duly notifies the City of said assignment.

5. Pursuant to the requirements of the Act, the Trust agrees that it will file (by certified mail) a copy of this Agreement and a certified copy of the City's Resolution approving the abatements described herein with the Alabama Department of Revenue, the County, and the Revenue Commissioner of Mobile County, Alabama or any other filing requirements as contained in the Act or requested by the City. With respect to the filing with the Alabama Department of Revenue, the Trust will confirm that the Board of Commissioners of Mobile County have been provided with a copy of this Agreement and a copy of the referenced Resolution.

6. Each party to this Agreement hereby represents that the person executing this Agreement on behalf of said party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party and their respective successors and assigns.

7. This Agreement may not be amended, modified, altered, changed, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

8. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

9. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

10. This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Alabama without reference to choice of law provisions of Alabama law.

11. The Trust and the Granting Authorities are not and shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

12. The parties to this Agreement hereby submit to the exclusive jurisdiction of the Circuit Court of Mobile County, Alabama, for purposes of any and all legal proceedings involving any claim or defense arising out of or relating to this Agreement or any transactions or proceedings taken with respect to this Agreement ("Proceedings"). Further, each party to this Agreement hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection they may have now or hereafter have as to the venue of any Proceedings to the Circuit Court of Mobile County, Alabama, including any claim that the Proceedings have been brought in an inconvenient forum.

13. Notwithstanding anything contained in this Agreement to the contrary, this Agreement is subject and subordinate in all respects to the Tronox Bankruptcy Agreements, including, without limitation, all obligations of the Trust thereunder. Nothing in this Agreement shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections, and other rights extended to the Trust and its related parties under the Tronox Bankruptcy Agreements. In the event that holding this Agreement subject or subordinate to the

Tronox Bankruptcy Agreements conflicts with any applicable law or regulation, this Agreement shall be subject to immediate termination by the Granting Authorities.

14. If the Trust fails to comply with any provision in this Agreement, or if the Trust fails to implement the voluntary cleanup plan approved by ADEM, this Agreement shall be subject to immediate termination by the Granting Authorities.

15. The County does hereby consent to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

Effective the _____ day of _____, 2024.

THE CITY OF MOBILE, ALABAMA

William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

DATE: _____

GREENFIELD ENVIRONMENTAL MULTISTATE
TRUST LLC, TRUSTEE OF THE MULTISTATE
ENVIRONMENTAL RESPONSE TRUST
BY: GREENFIELD ENVIRONMENTAL TRUST
GROUP, INC., MEMBER

Cynthia Books, President

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that Cynthia Brooks, whose name is signed to the foregoing instrument as President of Greenfield Environmental Multistate Trust, LLC, Trustee of the Multistate Environmental Response Trust by Greenfield Environmental Trust Group, Inc., Member and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she, in her capacity as aforesaid and with full authority, executed the same voluntarily as and for the act of the organization.

Given under my hand and seal on this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

CONSENT OF THE
MOBILE COUNTY COMMISSION

Randall Dueitt, President

ATTEST

E. Edwin Kerr, County Administrator

EXHIBIT A

Application

[Attached, and includes Project cost details regarding the materials for which abatements have been authorized]



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 22, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To amend the Agreement for Audit Services with Smith, Dukes, Buckalew, LLP, to increase the compensation amount for audit year 2023 to \$245,000.00.

Amount of Contract:

\$50,000.00 increase.

Funding Source

General fund.

ATTACHMENTS:

1. 2024 Agenda Package Amendment to Audit Services

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: October 1, 2024
Date

Item No. _____

Submitted by: Accounting
Department

Donna Bryars
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Rick Moore
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Agreement for Audit Services

PURPOSE & SCOPE OF PROJECT:

To amend the Agreement for Audit Services with Smith, Dukes, Buckalew, LLP, to increase the compensation amount for audit year 2023 to \$245,000.00.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Increase contract by \$50,000.00

FUNDING SOURCE:

Budget Item: 10049000-42200

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: amendment eff when signed

Renewal date of contract (if applicable): October 1, 2026

If not bid, state reason: Professional service; RFP was used.

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

Best qualified proposer was selected.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment to an Agreement, by and between the City of Mobile and Smith, Dukes & Buckalew, LLP, to adjust the amount of compensation for Audit Year 2023 to \$245,000.00, as outlined in the Amendment to Agreement attached hereto and made a part hereof as though set forth in full.

Adopted:

City Clerk



Addendum 1 to Agreement for Audit Services

THIS ADDENDUM No. 1 to Professional Services Contract for Audit Services ("Addendum") is entered into on this day of 2024, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Smith, Dukes & Buckalew, LLP, a partnership organized and existing under the laws of the State of Alabama and doing business as "Smith Dukes" ("Contractor").

RECITALS

- A. Contractor and the City entered into an Agreement for the professional audit services on or about September 5, 2023, (collectively, the 'Agreement').
- B. Paragraph II.A. of the Agreement sets fees for each year of audit services based upon historic City audit efforts.
- C. Numerous unanticipated developments significantly increased the complexity of the 2023 audit compared to recent City experience, to include:
1. Nearly complete turnover of key City financial leadership and accountants,
 2. Drawdown and transition of significant audited City sub accounts.
 3. City implementation of new financial processes and reporting protocols.
 4. Substantially increased level of grant-funded and capitalized expenditures.
- D. The unanticipated additional City complexities required Contractor to invest much more effort, at additional cost to the Contractor, to complete the 2023 audit than originally estimated by either the City or the Contractor.
- E. City agrees that Contractor's additional costs were incurred in good faith in furtherance of the purposes of the agreement, and to reimburse Contractor for a reasonable portion of these additional costs incurred by Contractor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph II. A of the Agreement is Amended as follows:

- A. For the above-described services, the City will compensate the Audit Firm as follows:
- | | |
|-----------|----------|
| \$245,000 | For 2023 |
| \$205,000 | For 2024 |
| \$216,000 | For 2025 |

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

Contractor, Smith Dukes & Buckalew, LLP

Zachary D. Wolf, Its Partner (title)
On behalf of Contractor

9/26/24 Date

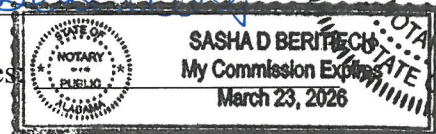
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Sasha D. Beritich, a notary public in and for said County in said

State, hereby certify that Zachary D. Wolf, whose name as Authorized Agent of Smith, Dukes & Buckalew, LLP,, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 26th day of September, 2024.

Sasha D. Beritich
Notary Public
My Commission Expires



CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

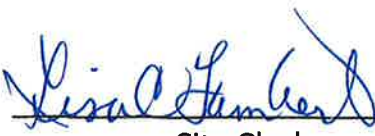
RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a Professional Services contract, by and between the City of Mobile and Smith Dukes & Buckalew, LLP, to perform auditing and financial reporting services for fiscal years 2023, 2024, and 2025, in amounts not to exceed \$220,000, \$230,000, and \$241,000 per year, respectively, with the option to renew without further approval required by the City Council, for fiscal years 2026 and 2027, in amounts not to exceed \$252,000 and \$263,000 per year, respectively, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted: SEP 05 2023



City Clerk

**STATE OF ALABAMA
COUNTY OF MOBILE**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **SMITH, DUKES & BUCKALEW, LLP**, a partnership organized and existing under the laws of the State of Alabama and doing business as "Smith Dukes" (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of financial auditing and consulting; and,

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

1. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

To audit the Annual Comprehensive Financial Report ("ACFR") and to perform the 2 CFR 200 Single Audit for the City for the years ended September 30, 2023, 2024, and 2025, with an option to extend the term to include 2026 & 2027, as per the City of Mobile Request for Proposals and Contractor's response, which are found as Exhibit A and are incorporated by reference into this contract.

The City may, by mutual agreement with Contractor, request Contractor perform additional professional services for which Contractor is particularly qualified during the contract period. City shall request such services by written task order signed by the Executive Director, Finance. Such tasks shall not exceed \$25,000 per fiscal year, and be based upon a mutually agreed upon hourly rate or rate per task performed.

II. COMPENSATION

A. For the above described services, the City will compensate the Audit Firm as follows:

\$195,000 For 2023

\$205,000 For 2024

\$216,000 For 2025

B. The City has the option to extend the contract for an additional two years for the fiscal years ending September 30, 2026 and 2027, at the cost as follows:

\$227,000 For 2026

\$238,000 For 2027

III. TERM OF AGREEMENT

The term of this Agreement shall commence October 1, 2023 if approved by the City Council of the City of Mobile and shall continue thereafter for a total of three fiscal years, renewable for an additional two fiscal years.

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Contractor agrees it 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
- H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the negligent performance or intentional misconduct of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto,

Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

- J. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Donna G. Bryars, Comptroller
City of Mobile Accounting Department
P O Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
P O Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Smith, Dukes & Buckalew, LLP
3800 Airport Blvd.
Suite 101
Mobile, AL 36608

- K. This Agreement, along with the engagement letter, which is attached hereto and is incorporated by reference herein as part hereof, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

- L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

- M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

- N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.
- P. The Contractor shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.
- Q. The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- R. Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade
- S. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this contract as Exhibit B as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:
- a. General Liability insurance – public liability including premises, products, and complete operations.
 - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
 - (2) Property damage liability: \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above), bodily injury and property damage combined: \$500,000 per occurrence
 - b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence

- (2) Property damage liability - \$100,000 each occurrence.
- (3) Or, (in lieu of (1) and (2) above), bodily injury and property damage combined: \$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: W. H. Thompson
Mayor

ATTEST:
Lambert Paffenbach, Douthett
ASSISTANT City Clerk

SMITH, DUKES & BUCKALEW, LLP

By: Mark R. Chapman
Its PARTNER

**STATE OF ALABAMA
COUNTY OF MOBILE**

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Mark Chapman, whose name as Partner, of **SMITH, DUKES & BUCKALEW, LLP**, is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services Contract, (s)he as such officer and with full

authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 16th day of August, 2023.

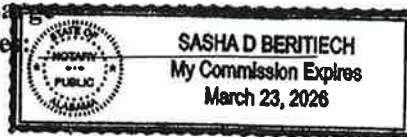
(SEAL)

Sasha D. Beritech

Notary Public

State of Alabama-At-Large

My Commission Expires



EXHIBITS A. City of Mobile RFP and Contractor Response
 B. Contractor Insurance

Exhibit A

COM RFP 5819 and Contractor Response



CITY OF MOBILE, ALABAMA

REQUEST FOR PROPOSALS (RFP) 5819

FOR

AUDIT SERVICES

FISCAL YEARS ENDING

SEPTEMBER 30, 2023, 2024, 2025, 2026 AND 2027

I. INTRODUCTION

A. General Information

1. The City of Mobile, Alabama (City) is requesting proposals from qualified firms of certified public accountants to audit its financial statements, and provide other professional financial services, for the fiscal years ending September 30, 2023, 2024, 2025, with options to renew for fiscal years ending September 30, 2026 and 2027. **This RFP amends and replaces previous City of Mobile RFP 5812 due to personnel changes and amended requirements.**

2. The audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S Government Accountability Office's (GAO) *Government Auditing Standards*. The City publishes its financial statements in the form of a Annual Comprehensive Financial Report (ACFR) and is subject to all applicable standards of the Governmental Accounting Standards Board.

3. The City will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

4. To be considered, one original paper copy, three paper copies, and one electronic (flash drive or CD) of the proposal must be received by the City of Mobile Comptroller by no later than 4:00 p.m. local time on Friday, July 14, 2023:

Hand delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES

City of Mobile Accounting Department

Attn: Donna Bryars, Comptroller

Celia Sapp, Interim Director of Finance

205 Government Street

4th Floor, South Tower

Mobile, AL 36644

DO NOT OPEN WITH REGULAR MAIL

Mail delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES

City of Mobile Accounting Department

Attn: Donna Bryars Comptroller



Celia Sapp, Interim Director of Finance
P.O. Box 1827
Mobile, AL 36633
DO NOT OPEN WITH REGULAR MAIL

5. Proposers are to use their best judgment in interpreting the City's requirements and drafting a responsive proposal. Absent error or misstatement in this RFP, the City does not expect to provide additional detail or clarification regarding the City's requirements or background information in response to questions. That said, questions regarding this Request for Proposals (RFP) must be in writing via email to Purchasing@CityofMobile.org and received by 4:00 p.m. local, Friday, June 30, 2023. The City may in its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible for monitoring this site for any potential addenda the City may post.

6. The City reserves the right to reject any or all proposals submitted.

7. During the evaluation process, the City reserves the right, where it may serve its best interest, to request additional information or clarifications from proposers or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

8. The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the written contract between the City and the firm selected. To the extent any term in the engagement letter conflicts with or is inconsistent with a term in the written contract, the term in the contract will govern.

9. The City anticipates notification of the highest scoring firm by Monday, July 24, 2023, with contract award by August 17, 2023.

B. Term of Engagement: A three-year contract will be awarded, subject to annual renewal and recommendation of the Comptroller. The City reserves the right to cancel the contract during the three-year period for non-compliance or other cause. The City has the option to execute two additional one-year contracts with the firm, based on information in the original proposal, for the purpose of auditing fiscal years ending September 30, 2026 and 2027.

C. Subcontracting: Should any firm submitting a proposal consider subcontracting portions of the engagement, that fact must be clearly identified in the proposal along with the name of proposed subcontracting firms and clear explanation of expected use of subcontractors in the project. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City.

II. ACCOUNTING SYSTEM AND FUNDS



A. Detailed information on the City and its fund structure can be found in the most recent Annual Comprehensive Financial Report (ACFR) available on the City's website (www.cityofmobile.org).

B. The City currently (fiscal year 2023) has a general fund expenditure & transfer budget of approximately \$298 million and a Capital Improvement Fund expenditures budget of approximately \$38.7 million. The accounting system is organized and operated on a fund basis. The accounting records for the General, Special Revenue, Capital Projects, and Debt Service funds are maintained using the modified accrual method of accounting. The accounting records for the Proprietary funds are maintained using the accrual method.

C. The City has currently identified three component units and has included such component units as part of the reporting entity in its ACFR.

D. The City also maintains account groups to establish accounting control and accountability for the City's general capital assets and infrastructure and the unmatured principal of its general long-term debt.

E. The budgeted revenue and appropriations are determined by using the basis of accounting that is appropriate for the fund involved. The budgeted amounts are those approved by the City Council, the General Fund budget being officially and legally adopted after a public hearing. Encumbrance accounting is employed as an extension of formal budgetary integration and is incorporated into the financial statements.

F. The City processed approximately 72,000 payroll direct deposit disbursements and approximately 55,000 accounts payable invoices (check, EFT, ACH, and credit cards) during the 2022 fiscal year.

G. All financial systems of the City are computerized utilizing Tyler Munis financial software. Reconciliation of balance sheet accounts, subsystems, and interfund transactions are performed monthly.

H. A federally required Single Audit will be needed and should be included in your proposal. The Single Audit is governed by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). For fiscal year 2021, there were five major programs and total federal expenditures were \$58,532,007.

III. NATURE OF SERVICES REQUIRED

A. Financial Statement Audit

1. The City expects the selected firm to issue an unmodified opinion on the basic financial statements as of and for the year ended September 30th. If during the performance of the audit, the auditing firm concludes an unmodified opinion cannot be issued, the auditing firm must



promptly notify the Mayor and the Executive Director of Finance in writing, stating all such matters which preclude the issuance of an unmodified opinion.

2. Year-end closing of Accounts Payable will normally be completed by the last business day of October of the following fiscal year. Within fifteen business days of closing accounts payable, a trial balance will be submitted to the audit firm and City staff will begin preparing the Annual Comprehensive Financial Report (ACFR) based on the trial balance submitted to the audit firm.

3. By no later than the 21st of February of the following fiscal year, the City plans to have its financial staff prepare and submit to the audit firm an initial draft ACFR, copies of adjusting journal entries, and the adjusted trial balance to be audited.

4. Optional tasking: The City in its discretion may task the audit firm to prepare the ACFR instead of having City financial staff prepare the ACFR. The City would make any such decision and tasking in consultation with the audit firm when the City submits the end-of-year trial balance to the audit firm. The City's decision to task the audit firm with preparation of the ACFR will depend upon City staffing and capacity, audit firm expertise and capacity, and audit firm pricing.

5. Additional optional tasking: The City may task the audit firm with additional work, outside of the audits and reports described specifically in this RFP, relevant to the firm's expertise and availability and City's needs. This work may include assistance in the preparation of a federal tax return should the City seek elective payment for clean energy investment and production tax credits in accordance with the Inflation Reduction Act and IRS proposed regulations at 88 CFR 40528.

B. Auditing Standards to be Followed. The audit shall be made in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants. The audit shall also be made in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and, will accordingly, include such tests of the accounting records and such other auditing standards as you consider necessary in the circumstances.

C. Reports

1. The auditor shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association *Certificate of Achievement for Excellence in Financial Reporting* program.

2. The City also expects the selected firm to advise the City and act upon any newly issued accounting standards promulgated by the GASB and disclosure requirements that apply to the financial statements.



3. The selected audit firm will be expected to complete fieldwork and deliver any final proposed adjustments to the City by March 14th of the following fiscal year. The final audit report is expected to be completed and submitted to the City no later than March 21st.
4. The selected audit firm will evaluate the adequacy of the system of internal control and, where weaknesses are noted, make appropriate recommendations. A letter of recommendation will be submitted to the Mayor after completion of the audit and provide, as necessary, advice and counsel on matters having a significant effect on the financial operations of the City.

D. Single Audit

1. Due to the amount of federal and state grants, a Single Audit is required, and the Single Audit report is to be prepared separately from the ACFR and should include the applicable reports on compliance and internal control as required by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).
2. The Schedule of Expenditures of Federal Awards (SEFA) will be prepared by the City and submitted to the firm for audit no later than February 21st of the following fiscal year.
3. An electronic copy of the final report must be submitted to the City by March 21st of the following fiscal year. Twenty printed copies of the report must then be submitted to the City by April 15th.

E. Assistance

1. The Finance Department will provide the physical facilities needed for the audit engagement in Government Plaza. All financial records needed for the audit are housed and will be available at this location, except for the records related to the Civic Center, Convention Center, and Saenger Theater which are managed by ASM Global management personnel.
2. Several departments will be available to assist during the audit when needed: Accounting, Municipal Information Technology, Payroll, Finance, Legal, City Clerk, and Revenue. The Accounting Department will provide various reports such as reconciliations, work papers, payrolls, audit trails, monthly and annual financial data, capital project report, and fixed asset listings and transaction reports.

F. Other Considerations

1. The selected firm must have a current City of Mobile business license.
2. The selected firm must be an Equal Opportunity Employer.
3. The firm will be required to enter into a contract with the City that will require indemnification of the City, minimum insurance amounts in favor of the City, as well as additional terms required by State and local law.



4. Preliminary field work may begin after the award of the contract but due to budgetary constraints, no invoices should be submitted before October 1, 2023.
5. All audit adjustments must be approved by the Comptroller.
6. Working papers must be retained for at least three years. Further, the working papers must be made available for examination by authorized representatives of the cognizant Federal audit agency of the City of Mobile.
7. The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review the working papers relating to matters of continuing accounting significance.

G. Invoicing and Payment.

1. City will pay the audit firm only the total amount for each of the tasks: General Audit, Single Audit, and, if tasked, ACFR Preparation.
2. The City will make regular progress payments at agreed upon intervals towards the cap amount based on hours of work completed and out-of-pocket expenses incurred towards completion of the task, and audit firm submission of invoices. Invoices will reflect unit pricing will be in accordance with the firm's cost proposal and must additionally reflect measurable accomplishment towards the completion of the relevant task.
3. The City may request additional tasking outside of the scope of the predefined tasks. In such case, the audit firm will invoice and City will pay at intervals agreed upon at the time of the tasking. All invoices will reflect unit pricing and work accomplished towards completion of the task.

IV. PROPOSAL REQUIREMENTS

A. Submission of Proposals: **Proposals must be received by 4:00 p.m. local on Friday, July 14, 2023, for a proposing firm to be considered.** Late submissions will not be considered. Questions regarding this RFP must be in writing via email to Purchasing@CityofMobile.org and must be received by 4:00 p.m. local on Friday, June 30, 2023. The City may at its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible to monitor this site for any potential addenda the City may post.

B. Format: Provide one signed original, three duplicate paper copies, and one electronic copy on flash drive or CD.

C. Content: The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firm seeking to undertake the independent audit of the City. The proposal should demonstrate the qualifications of the firm and particular staff assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements. As



such, the substance of the proposal will carry more weight than the form or manner of presentation, though order and required elements of presentation are specified below to facilitate City review and scoring. Proposals must include the following information in the order listed below:

1. Title Page to include:

- a. Firm Name
- b. Contact person name and contact information
- c. Date of proposal

2. Table of Contents

3. Transmittal Letter to include:

- a. A brief introduction to the firm.
- b. A brief understanding of the work to be completed.
- c. A statement that the proposal is a firm and irrevocable offer for a minimum of 60 days.

4. Firm Assertions, Qualifications, and Experience to include:

- a. General assertions.
 - (1) List any potential conflicts of interest or independence problems that would exist when providing services to the City.
 - (2) Include an affirmative statement that the firm is an Equal Opportunity Employer
 - (3) Include an affirmative statement that the firm and all key professional staff are properly licensed or registered to practice in the State of Alabama.
 - (4) Include an affirmative statement that the firm has a current City of Mobile business license.
 - (5) Include an affirmative statement that the firm is willing to enter into a contract with the City, with required insurance and indemnification provisions.
- b. Firm Qualifications and Experience



- (1) The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the location(s), number, and involvement level of staff not located in the primary office from which work would be performed, the number of professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.
 - (2) Describe the range of activities performed by your firm such as auditing, accounting, tax service, or management services.
 - (3) Submit a copy of the report of the firm's most recent external quality control review, with a statement on whether that quality control review included review of specific government engagements.
 - (4) Disclose the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
 - (5) Describe the procedures that would be followed in the technical review of audit reports prior to their issuance by qualified personnel independent of the audit engagement personnel and inclusion of these procedures in the audit approach.
 - (6) Experience with Similar Government Entities. Identify the firm's current county and municipal auditing engagements and indicate which clients have been served within the last five years. These engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partner, total hours, if GFOA Certificate of Achievement for Excellence in Financial Reporting was awarded, and the name and telephone number of the principal client contact.
 - (7) Experience with the Title 2 U.S. Code of Federal Regulations Part 200 federally required Single Audit of federal awards. Describe the experience and knowledge which your firm has in performing federally required Single Audits.
 - (8) Preparation of ACFRs and Municipal Tax Returns. Describe any experience the firm has in the preparation of ACFRs, especially noting any municipal experience. Briefly describe how the firm might approach the preparation of a municipal federal tax return and pre-filing registration.
- c. Partner, Supervisory, and Staff Qualifications and Experience
- (1) Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Alabama. Provide



information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of these audits.

(2) Provide as much information as possible regarding the number, qualification, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured. (Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.)

(3) Describe the roles of other staff who would be assigned including a brief description of their professional and governmental auditing experience. Any audit team changes must be made with personnel having comparable or better credentials to those listed in your proposal. (Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.)

5. Specific Audit Approach: Describe the firm's work plan, including an explanation of the audit methodology to be followed, to perform the services outlined in the "Nature of Services Required" section of this document. In developing that work plan, reference should be made to such sources of information as the City's budget, ACFR, organizational charts, and other relevant information which can be found on the City's website. Include in the work plan the following information on the firm's audit approach:

- a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.
- c. Type and extent of analytical procedures to be used in the engagement
- d. Approach to be taken to gain and document an understanding of the City's internal control structure.
- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- f. How the firm proposes to use City personnel to assist during the audit and indicate the approximate time requirement.



g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.

h. Whether and how the firm would prepare an ACFR if so tasked.

i. Additional information that will assist the City in evaluating the firm's specific audit approach.

6. Identification of Anticipated or Potential Audit Problems: Identify and describe any anticipated audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

7. Cost Proposal. Complete and submit Table 1 and 2 of Exhibit A (or a facsimile with the same information) with the firm's proposal. The City will use the fees included in these tables to evaluate comparative pricing, and to include in contract documents to support progress invoicing and payments and to budget potential additional tasking outside of the defined scope of work.

a. Table 1, Summary Schedule. Quote the fee for audit services for each of the proposed five fiscal years individually, broken down by tasking for the Financial Audit, the Single Audit, and the optional ACFR preparation. The total for each year should be an all-inclusive maximum price including all direct, indirect, and out-of-pocket costs for all of that fiscal year's three potential defined taskings.

b. Table 2, Rates by Partner, Manager, and Staff Level and the hours anticipated for each. Include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A) that supports the total all-inclusive maximum price for the first year of engagement. These amounts will be used to document invoicing for both pre-defined and any additional optional tasks.

c. Table 2, Out-of-pocket expenses included in the maximum price. All estimated out-of-pocket expenses to be reimbursed should be presented in the format provided in the attachment. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. Additional expense reimbursements may be made at comparable rates for any additional optional tasks.

d. Rates for additional professional services. It may become necessary for the City to request the auditor to render additional services to either supplement the services requested in this RFP or to perform additional work because of the specific recommendations included in any report listed on this engagement. Any such additional work agreed to shall be performed at the rates set forth in the schedule of fees and expenses included in the cost proposal of this RFP, upon receipt of a detailed price quote for any such work tasked and specific City approval of the quote.

8. Additional Information. Provide any other information which you believe will assist the City in making its selection.



V. EVALUATION AND SELECTION.

A. Proposals submitted will be evaluated by a points formula. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal was selected.

B. Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored for both technical qualifications and price.

C. Mandatory Elements. Firms must meet the following minimum requirements, and assert in the proposal that they will comply with the below requirements, for further scoring.

1. The firm must be independent.
2. The firm must be licensed to practice in Alabama.
3. The firm must adhere to the instruction in this request for proposal on preparing and submitting the proposal and provide the information required.
4. The firm must be an Equal Opportunity Employer and shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance 14-030.
5. The firm will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.
6. The firm must not currently be engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
7. The firm must have and maintain a City of Mobile business license. The firm will also be required to register as a vendor with the City of Mobile before beginning contract performance.
8. The firm will indemnify and hold the City, its elected officials, agents, and employees, whole and harmless from all costs, liabilities, and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of its negligent or intentional misconduct in the performance of this proposal and/or the activities of the firm, its principals, directors, agents, servants and employees in the performance of this proposal, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from the firm's negligent or intentional misconduct in the performance of this proposal or any activities conducted pursuant thereto, the firm agrees to pay all of the City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.



9. The firm will be required to carry insurance in the following minimum amounts, naming the City of Mobile as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that firm is notified of the contract award.

a. General Liability Insurance – public liability including premises, products, and complete operations.

(1) Bodily injury liability: \$250,000 each person, \$500,000 each occurrence

(2) Property damage liability: \$100,000 each occurrence.

(3) Or, (in lieu of (1) and (2) above), Bodily injury and property damage combined: \$500,000 per occurrence

b. Comprehensive – Auto Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability: \$250,000 each person, \$500,000 each occurrence

(2) Property damage liability - \$100,000 each occurrence.

(3) Or, (in lieu of (1) and (2) above), bodily injury and property damage combined: \$500,000 per occurrence

c. Statutory Workers Compensation.

d. Professional liability: \$1,000,000.

10. The firm must have completed and submit with their proposal a recent external quality control review, and must have a record of quality audit work of local governments.

D. Scoring Categories and Weighting.

1. Technical Quality, Experience, and Professional Services Resources (**Maximum Points – 75**)

a. Expertise and Experience (**25 points**): client references, experience from performing relevant engagements with similar sized entities, service quality from past engagements with the City of Mobile would all be considered.

b. Relevant ability to responsively address service needs and problems that could conceivably develop during the audit process including approach and ability to prepare the ACFR within needed timeframes (**25 points**)

c. Qualifications and continuity of personnel assigned to engagement (**10 points**)

d. Audit approach (**15 points**): ability to perform the engagement in a manner that meets the needs of the City including demonstrated ability to meet needed deadlines.

2. Price (**Maximum Points – 18**) **COST WILL NOT BE THE PRIMARY FACTOR IN SELECTING AN AUDIT FIRM.**



3. Local Vendor Preference (**7 points**). Demonstrating understanding of City of Mobile issues as well as maximum availability and responsiveness to the needs of the City is a key factor in our consideration. Firms whose primary office from which the work on this engagement is to be performed is located in the City of Mobile limits will have seven points added to their proposal score. Firms whose primary office from which the work on this engagement is to be performed is located in Mobile County or Baldwin County will have four points added to their proposal score.

E. Final Selection.

1. The City will score the proposals based upon staff evaluations and client recommendations. Final award will be made upon City Council approval and Mayor signature of a contract with the selected firm.
2. No work may begin, nor costs incurred until the contract has been approved by the City Council and executed by all parties.



APPENDIX A

Table 1

Summary Schedule of Professional Fees and Expenses

Audit	2022-23	2023-24	2024-25	2025-26	2026-27
Financial Audit	\$	\$	\$	\$	\$
Single Audit	\$	\$	\$	\$	\$
ACFR Preparation	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

NOTE: The rate quoted should be the all-inclusive maximum price in dollars and should include all direct, indirect, and out-of-pocket costs.

Additional Comments:



APPENDIX A

Table 2

**Detail Schedule of Professional Fees and Expenses
For Fiscal Year 2022-23 Only**

Financial Audit:	Hourly Rate	Total Hours	Total \$
Partners	\$		\$
Managers			
Supervisory Staff			
Professional Staff			
Clerical Staff			
Other (Specify)			
SUBTOTAL	\$		\$
Meals & Lodging			
Transportation			
Report preparation, word processing, and printing			
Other (Specify)			
TOTAL	\$		\$

Single Audit:	Hourly Rate	Total Hours	Total \$
Partners	\$		\$
Managers			
Supervisory Staff			
Professional Staff			
Clerical Staff			
Other (Specify)			
SUBTOTAL	\$		\$
Meals & Lodging			
Transportation			
Report preparation, word processing, and printing			
Other (Specify)			
TOTAL	\$		\$

A PROPOSAL TO PROVIDE
ASSURANCE SERVICES TO THE

City of Mobile





3800 Airport Blvd. Suite 101
Mobile, Alabama
36608

Mark R. Chapman, CPA

Co-Engagement Partner

Phone: 251-343-1200

Direct Dial: 251-338-1437

Cell: 251-583-3328

Email: mark@smithdukes.com

Fax: 251-344-0765

April Boudreaux, CPA

Co-Engagement Partner

Phone: 251-343-1200

Direct Dial: 251-338-1434

Cell: 251-422-2226

Email: april@smithdukes.com

Fax: 251-344-0765

July 13, 2023



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July 13, 2023

City of Mobile Accounting Department
Attention Donna Bryars, Comptroller
Celia Sapp, Interim Director of Finance
205 Government Street
4th Floor, South Tower
Mobile, AL 36644

Dear Donna and Celia:

Thank you for the opportunity to present our qualifications for services to the City of Mobile for the years ended September 30, 2023, 2024, 2025, 2026, and 2027. This letter describes the professional services that Smith, Dukes & Buckalew, LLP can offer to meet your needs.

Municipalities and local governments are an area of specialization for our firm, and we are well qualified to serve you. We are confident our credentials will match or exceed those of any other firm. Our commitment to understanding and appropriately servicing our clients' needs with a team of highly trained competent professionals is foremost with our firm.

We will serve the City of Mobile by providing quality service at a reasonable fee. We affirm that the attached proposal is firm and irrevocable for 60 days from the date of this letter.

Thank you again for the opportunity to submit our proposal. We believe that as you review this proposal you will find Smith, Dukes & Buckalew, LLP well qualified to provide you with the services you require. We look forward to working with you. If you have any questions concerning our fees or the scope of our work, please let us know.

Very truly yours,

Mark R. Chapman, CPA

Smith, Dukes & Buckalew LLP

Mobile: 3800 Airport Blvd, Ste. 101 / Mobile, AL 36608 / 251.343.1200 / *Fax* 251.344.0966 / smithdukes.com

Daphne: 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608



General Requirements

Smith, Dukes and Buckalew, LLP (Smith Dukes) possesses the qualifications, competence and capacity to provide the highest quality audit and consulting services to the City of Mobile.

The qualifications of the proposed engagement team are detailed on pages 9-13.

The audit approach is outlined on pages 14-17.

Independence

Not only do we have to ensure that Smith Dukes remains independent of our audit clients; we also have to ensure that we are perceived to be independent by any readers of your financial statements. We therefore have a number of safeguards in place to ensure this is the case.

As your assurance partners, it will be Mark Chapman and April Boudreaux's responsibility to authorize any non-audit services that we may be asked to provide to you. All of our colleagues are aware that they must obtain Mark or April's prior approval before undertaking such work on your behalf. Prior to accepting any non-audit engagement, we would discuss our potential appointment with you, explaining any threats to our independence and the safeguards we propose to minimize such threats to an acceptable level.

This ensures that both parties are totally confident that, by accepting such an appointment, our objectivity is not impaired. If any of our staff believe that they might be conflicted, there is a duty on them to make the circumstances known to the partners. Any staff with financial, business, or personal relationships with you will not be allowed to be part of the audit team.

The firm fully complies with the auditing profession's ethical standards on independence.

There are no conflicts of interest or independence problems that would exist when providing audit services to the City of Mobile.

Equal Opportunity Employer

Smith, Dukes and Buckalew, LLP is an equal opportunity employer.

License to Practice in the State Of Alabama

Smith, Dukes and Buckalew, LLP and all key professional staff members are properly licensed to practice in Alabama.

City of Mobile Business License

Smith, Dukes and Buckalew, LLP and all of the CPA's employed by the firm have a current City of Mobile business license.



Firm Qualifications and Experience

At **Smith Dukes**, we've been delivering **dynamic** solutions to drive the growth and prosperity of our clients and team members in the Mobile community for over 90 years. Our **proven** assurance, tax, and consulting specialists will guide you in making the best decisions needed to thrive in the ever-changing economic climate. In the end, what makes us **different** is the genuine interest we take in our clients' lives and businesses and the lasting relationships we forge.

Tested by time and focused on your future, Smith Dukes' solutions are **proven, dynamic and different**.

When you work with Smith Dukes, you'll notice we think differently. With a long-standing history of serving business, family and individual clients, we have the privilege of collaborating with our clients to develop dynamic solutions that help our clients grow and prosper.

We're different because we are:

- Specialists in government, non-profit, corporate and family business, healthcare and individual accounting, tax and consulting
- A unified team of committed, experienced professionals guided by our core values of professional integrity, excellence, quality, teamwork, client service, and personal responsibility
- Deeply involved in our community, having contributed to the City of Mobile's growth for more than 80 years
- A member of the BDO Alliance USA, providing our clients access to the extensive national and international resources of the nation's 7th largest CPA firm and its international network of CPA firms.

OUR AFFILIATIONS

Serving dynamic clients in an ever-changing market requires that we stay ahead of the latest trends and on top of the always-evolving technical standards and business best practices. Our affiliations with professional associations and community organizations allow us to stay in touch with the market and access a broad network of resources and tools to help our clients grow. Some of our affiliations include:

- American Institute of Certified Public Accountants (AICPA)
- Alabama Society of CPAs (ASCPA)
- BDO Alliance USA
- Mobile Chapter of the Alabama Society of Certified Public Accountants (MCASCPA)
- Mobile Area Chamber of Commerce (MACC)
- Eastern Shore Chamber of Commerce
- National Association of Estate Planners & Councils (NAEPC)
- Mississippi Society of Certified Public Accountants (MSCPA)



MORE ABOUT BDO

Smith Dukes is an independent member of the BDO Alliance USA, which is a nationwide association of independently owned local and regional accounting, consulting and service firms with aligned client service values. The BDO Seidman Alliance allows us access to a broad range of technical experts and professional services to supplement our core accounting, tax, and consulting services. Aligning with BDO USA enables us to conduct business on a global scale.

BDO USA is a leading national professional services firm providing assurance, tax, financial advisory, and consulting services to private and publicly traded businesses. For more than 100 years, BDO has provided quality service and leadership through the hands-on involvement of experienced and dedicated professionals.

OUR VALUES

At Smith Dukes, we believe that our organizational values and culture inspire the quality of our service, the depth of our relationships, and degree of our overall success.

Our leaders guide our firm with a commitment to come together every day, striving for **excellence**, focused on **quality** and **teamwork**, and committed to make the most significant difference possible and deliver genuine **client satisfaction** for our clients.

We approach our work with the highest level of **professional integrity** and take **responsibility** for delivering dynamic, proven solutions that exceed our clients' needs and improve their lives and businesses.

OUR HISTORY

At Smith Dukes, we trace our roots to the firm of Rosson & Smith in the early 1900's. When Alabama passed its first Certified Public Accountancy (CPA) law in 1919, Mr. George T. Rosson was awarded Certificate No. 1 and Mr. Walter K. Smith was awarded Certificate No. 3. Smith, Dukes & Buckalew, or Smith Dukes, was formed out of Rosson & Smith on October 31, 1933 by Alabama CPA professional pioneer Walter K. Smith and his partners Fred L. Smith, Gilbert F. Dukes, and Vardaman M. Buckalew.

Today, we've grown to be one of the oldest and largest independently owned CPA firms in Mobile. **While we enjoy the benefits of our rich 90-year history in the community, we spend our time looking to the future rather than relying on the accomplishments of our past.** Keeping current with both local and global trends affecting our clients and our people, we develop innovative, forward-thinking solutions to ensure the growth and prosperity of our clients, team members, and community.



WHO WE SERVE

At Smith Dukes, we serve a diverse community of clients who share our values and are committed to grow and prosper. Our clients include:

- Governmental entities
- Non-profit organizations
- Corporate and family businesses
- Healthcare Providers
- Families and Individuals
- CPA Firms

OUR STATS

- 2 Offices
- 8 Partners
- 52 Employees
- 23 CPA's
- 17 Governmental Audit Staff

OFFICE LOCATIONS

Smith Dukes has offices in Mobile and Daphne, Alabama. The City of Mobile audit engagement will be performed by professionals from our Mobile office.



Mobile

3800 Airport Blvd. Suite 101
Mobile, AL 36608
Phone 251-343-1200
Fax 251-344-0966



ENGAGEMENT STAFFING

Smith Dukes anticipates assigning four government audit staff professionals to the City of Mobile engagement on a full-time basis. We do not anticipate employing any part-time or temporary employees to perform the City of Mobile audit.

RANGE OF ACTIVITIES

Our practice is made up of the following types of engagements:

- Assurance (Audits, Review, and Compilations)
- Client accounting and bookkeeping
- Tax compliance and consulting
- Management advisory services
- IT support and consulting

Our audit engagements have varied from rendering opinions on financial statements for local government entities and not-for profit organizations to highly specialized industries to small closely-held corporations.

PEER REVIEW

Our last peer review for compliance year ending March 31, 2020, which included selected governmental audit engagements, resulted in a pass rating (highest possible rating) stating that we had an appropriately designed system of quality control and that we have complied with that system (See Appendix A).

NO DISCIPLINARY ACTIONS

There have been no disciplinary actions taken or pending against Smith Dukes during the last three years by state regulatory bodies or professional organizations.

TECHNICAL REVIEW PROCEDURES

Once the audit has been completed but before delivery to the City, the City's ACFR, each of our reports to those charged with governance will be reviewed, along with our workpapers, by one of the firm's independent partners with governmental/municipal audit industry specialization, who has not participated in any of the work performed on the engagement and, therefore, will not be biased or aware of judgments or decisions that will have been made during the audit.

The technical reviewer's function will be to read the report as an independent party, but with the availability of workpapers, in order to determine the completeness with which the engagement was performed. Their review of the workpapers will determine whether judgments made by others are reasonable in relation to the supporting data and to generally accepted accounting principles, auditing standards, and firm policy.



Mark R. Chapman and Kerry L. Weatherford have over seventy years of combined relevant experience and have been partner in charge on municipal engagements that received the GFOA Certification for Excellence in Financial Reporting. One of these partners will be responsible for the technical review.

Governmental Audit Experience

Smith Dukes has a large and diverse government and non-profit audit practice. See Appendix C for a listing of selected clients.

Single Audit Experience

Smith Dukes has performed numerous engagements in accordance with the provisions of the Uniform Guidance as described in Appendix C.

Partner, Supervisory, and Staff Qualifications and Experience

We invest significant resources in recruiting and training high quality professional staff. With seventeen governmentally qualified professionals, we are well-positioned to ensure that your engagement will be staffed with individuals possessing significant governmental audit experience and training. We will make every effort to provide staff continuity throughout the term of the engagement.

PROPOSED ENGAGEMENT TEAM

At Smith Dukes, we've cultivated a team of hard-working, caring, and creative professionals. With deep technical expertise in audit, accounting and tax, and broad business backgrounds, our people deliver dynamic, proven solutions to our clients. Our proposed team to conduct the audit includes:



April Boudreaux, CPA
Co-Engagement Partner
april@smithdukes.com
Direct: 251-338-1434



Since joining the firm in 1989, April has extensive experience in accounting and auditing for governmental and not-for-profit entities, small businesses, engineering and architectural firms, medical practices, restaurants, franchisees and franchisors, employee benefit plans, and corporate, partnership, and individual taxation.

April is a graduate of Spring Hill College and is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accounts (ASCPA), where she has served on the executive committee for the Mobile Chapter and has served as chair of the Peer Review Committee. She currently serves as a member of the AICPA Peer Review Board as a member of its Oversight Task Force.

Her community involvement includes the Junior League of Mobile, for which she has served on the board of directors as financial vice president, treasurer, and planning and research vice president. She has also served as president and treasurer for the board of directors of the Ronald McDonald House of Mobile and was chairman of the 2011 Providence Hospital Foundation Festival of Flowers. She is active in other community organizations including Bay Area Tennis Association (past president) and St. Paul's Episcopal School's parent council where she has served as Saints Night Out Auction Chair and Graduation Sensation Chair. She is a graduate of the Leadership Mobile Class of 2002.

April is licensed as a CPA in the state of Alabama holding certificate number 4911, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



Mark Chapman, CPA
Co-Engagement Partner
mark@smithdukes.com
Direct: 251-338-1437



Since joining the firm in 1992, Mark has served various entities and organizations in accounting, auditing and tax related matters. He currently serves as partner-in-charge for many of the firm's local government clients. Mark also has experience with employee benefit plans, real estate, construction, and health care.

Mark is a graduate of the University of Alabama, a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA). He has served on the executive committee and the Young CPA committee of the Mobile Chapter of the Alabama Society of Certified Public Accountants and the Professional Advisory Board at the University of Alabama's Culverhouse School of Accountancy.

Mark is a past president of the Mobile Touchdown Club and serves as treasurer of two local non-profit organizations. He is also an active member of the Senior Bowl Committee. Mark and his family are parishioners of St. Ignatius Catholic Church.

Mark is licensed as a CPA in the state of Alabama holding certificate number 6133, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



Kerry L. Weatherford, CPA
Technical Review Partner
kerry@smithdukes.com
Office: 251-343-1200



Since joining the firm in 1976, Kerry has served various business and individuals in accounting and tax matters. He specializes in governmental and non-profit organizations and has done extensive work in the areas of banking and manufacturing. Kerry's present responsibilities include planning and reviewing the firm's accounting and auditing engagements to ensure quality and service. He also provides peer review services for other accounting firms.

Kerry was admitted to the partnership in 1985. He is a graduate of the University of Florida, a Certified Public Accountant (CPA) in Alabama and Florida and member of the American Institute of Certified Public Accountants (AICPA). He has served as chairman of the Mobile Chapter of the Alabama Society of Certified Public Accountants (ASCPA) and currently serves on the peer review committee for the Society. He has served as a member of the AICPA's SECPS Peer Review Committee and Peer Review Board.

Kerry is licensed as a CPA in the state of Alabama holding certificate number 1546 and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Kerry is a member of Dayspring Baptist Church and other civic and professional organizations.



Evan C. Cox, CPA
Assurance Manager
evan@smithdukes.com
Direct: 251-338-1458



Evan started his career at the firm in 2016. After graduating Summa Cum Laude from Auburn University with his Bachelor's in accounting in 2015, he received his Master of Accountancy in 2016. Evan is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

He serves as a member of the Mobile Tree Commission and is the treasurer of Groundwork Mobile County, a local non-profit. He is also a member of the Advisory Council of the Mobile Chapter of the ASCPA. Evan and his family are parishioners of St. Pius X Catholic Church. In his free time, Evan enjoys traveling and spending time with his wife and their children.

Evan is licensed as a CPA in the state of Alabama holding certificate number 12913, and has extensive experience as manager in charge of many of the firm's audit and attest engagements.

Relevant continuing professional education is summarized in Appendix B.



Taylor H. Loaiza
Assurance Senior
taylor@smithdukes.com
Direct: 251-281-1707



Taylor joined Smith Dukes in 2019 as a Staff Accountant. Originally from Troy, Alabama, she received her Bachelors of Science in Accounting in 2019 from the University of South Alabama. She is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

Taylor passed the CPA exam in 2023, and has served as the Senior Assurance accountant on numerous audit engagements, including governmental, not-for-profit, and Single Audits as detailed in Appendix C.

In her spare time, she likes to paddleboard, crochet, and spend time with friends and family.

Relevant continuing professional education is summarized in Appendix B.



Effective Audit Approach

HIGH QUALITY, RISK FOCUSED AUDIT

Smith Dukes employs a sophisticated audit methodology that will enable our engagement team to conduct a high quality, risk-based audit with maximum efficiency and minimal disruption to your operations and people. While all financial statement audits are required to comply with applicable auditing standards, audit firms use different methodologies to meet those standards, and the methodology used can have a significant effect on the quality and efficiency of the service provided.

COORDINATED APPROACH

- We will place significant emphasis on close coordination with management and those responsible for oversight of the audit to gain a meaningful understanding of management's own risk assessments and procedures in place to address those risks in order to make our own work as efficient and effective as possible.
- We will gather sufficient information on the market and key business/audit risks to enable us to design appropriate audit procedures, and conduct the audit in the most efficient manner and within the agreed time frame and budget. Information gathering will also include a client participation schedule with an agreed-upon timetable for provision of information and year end planning meetings.
- We will promote clear and timely communication of issues to avoid last minute surprises and to facilitate smooth and timely reporting.
- We also seek to provide feedback to management in ways that internal controls can be improved as early as possible, to help management in performing its responsibilities to maintain effective controls, and leverage any changes made by management early in our audit process.



Efficient Service Methodology

ROBUST AND INDEPENDENT

Designing an efficient and effective integrated audit is dependent on an early and accurate risk assessment. Our approach focuses on significant hands-on involvement of our most experienced professionals to promote a comprehensive understanding of the relevant financial statement and control risks. Further, our methodology incorporates a unique risk-based framework to help our engagement team focus more audit effort in higher risk areas and less audit effort in the lower risk areas. In addition, Smith Dukes ensures full compliance with auditing standards and represents a robust, independent assessment of the financial statements.



WHY OUR APPROACH IS DISTINCTIVE

- **Technologically advanced.** Smith Dukes commits substantial resources each year to update and improve our audit methodology to equip your engagement team with the latest technology possible. For example, our audit methodology employs sophisticated software and our audit work papers are fully networked and encrypted. This allows multi-location engagement teams to collaborate in real time while maintaining our high standards of security and confidentiality of your data.
- **Effective communication.** Effective listening and regular, proactive two-way communication throughout our audit process is an essential cornerstone of our audit quality and superior client service. This focus on communication allows your audit team to gather information necessary to perform the audit and keep you up to date on the status of our services so you can provide timely input and evaluate whether our services meet your high expectations.



- **Scalable.** Every organization we audit is unique, and obtaining a strong understanding of your organization is essential to tailoring our services to the City's unique risks and organization's needs, and avoiding a "one size fits all" approach. Our audit methodology has been specifically designed to be flexible and scalable so that your engagement team can incorporate its understanding of your organization into the audit approach to appropriately size our efforts to your operations. In developing our work plan, we will refer to the City's ACFR, organizational charts, and other relevant information.
- **Early and Continuous Partner Involvement.** Our professional staff-to-partner ratio is lower than our larger competitors, enabling more time for partners to be actively involved in the audit. Your audit partner has considerable business and audit experience, and we believe the engagement partner should be actively involved throughout the audit process in a hands-on manner. Our audit methodology has been specifically designed to facilitate this level of partner involvement.

The following items address the requirements as outlined in the Request for Proposal related to our specific audit approach:

- a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - See Appendix E for this information
- b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.
 - We do not anticipate using statistical sampling. We will however use non-statistical sampling during testing of controls, substantive testing and Single Audit testing.
- c. Type and extent of analytical procedures to be used in the engagement.
 - We will use analytics during the planning stage of the audit as well as during substantive testing. The specific types of analytics to be used will be determined after we conduct our risk assessments.
- d. Approach to be taken to gain and document an understanding of the City's internal control structure.
 - We will use a comprehensive approach during the planning phase to gain an understanding and document the relevant internal controls of the City. This will include interviews with management and others, walk-thru's to determine that controls have been put in place and are functioning properly, and other procedures which will be determined by our final risk assessments.



- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - We are required by professional standards to audit those laws and regulations that are material to the financial statements and subject to testing. The primary area for testing laws and regulations will be the Single Audit.
- f. How the firm proposes to use City personnel to assist you during the audit and indicate the approximate time requirement.
 - We would ask the City to provide the assistance as outlined in the Request for Proposal and adhere to established timelines as close as possible. We will also provide the Comptroller with a PBC listing well in advance of items we will need for the audit. We would like all of the information to be in electronic form if possible. We will limit our requests to those items that are absolutely necessary and will respect the time of all City employees.
- g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.
 - We have assisted 3 municipalities in obtaining the GFOA Certificate of Achievement for Excellence in Financial Reporting. Those municipalities are Mobile Area Water and Sewer System, City of Daphne, and City of Mobile.
- h. Whether and how the firm would prepare an ACFR if so tasked.
 - The firm would prefer that the City continue to prepare the ACFR.
- i. Additional information that will assist the City in evaluating the firm's specific audit approach.
 - We have also assisted in the implementation of GASB Statement No 63: *Financial Reporting of Deferred Outflows of Resources Inflows of Resources and Net Position*

Value For Fees

We are committed to quality, value-added service. We understand the importance of efficiencies and cost control and have specifically designed our audit methodology to provide your engagement team with the tools they need to perform high quality audit services in as cost effective manner as possible. (See Appendices D and E)

APPENDIX A

February 23, 2021

Timothy Smith
Smith Dukes & Buckalew LLP
3800 Airport Blvd Ste 101
Mobile, AL 36608-1600

Dear Timothy Smith:

It is my pleasure to notify you that on February 23, 2021, the Partners in Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



April Boudreaux
Peer Review Committee Chair
Peer.review@ascpa.org
334-834-7650

cc: Phillip Layne, April Boudreaux

Firm Number: 900010066270

Review Number: 576884



Kelley Galloway
Smith Goolsby, PSC

Certified Public Accountants and Advisors

1200 Corporate Court • P. O. Box 990 • Ashland, Kentucky 41105

• Phone (606) 329-1811 (606) 329-1171 • Fax (606) 329-8756 (606) 325-0590

• Web www.kgsgcpa.com Member of  **AICPA** GLOBAL.

Report on the Firm's System of Quality Control

To the Members of Smith, Dukes & Buckalew, LLP
and the Alabama Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

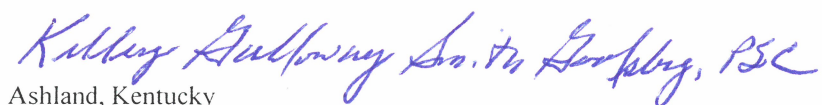
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith, Dukes & Buckalew, LLP received a peer review rating of *pass*.


Ashland, Kentucky
December 31, 2020

APPENDIX B

Governmental Continuing Education Hours

CPE Year Ended 9-30-22	Mark Chapman	April Boudreaux	Kerry Weatherford	Evan Cox	Taylor Loaiza
Ethics for CPA's	X				
Surgent's Latest Developments in Government and NP Accounting	X				
The Head Start Program: COVID-19 Implications and Other Program Updates		X		X	
Engagements Under Government Auditing Standards	X	X			
Common Audit Deficiencies: Governmental Audits	X	X			
2022 YellowBook Update		X		X	
YellowBook 2018 Revision		X			
YellowBook Independence & Quality Control		X			
Major Audit Risks + PRF Awards Update			X	X	
Governmental Auditing Update: YellowBook & Uniform Guidance: What You Need to Know				X	X
Annual GASB Update				X	
Housing & Urban Development: An Auditing Introduction					X
Single Audit Quality: Focus on Designing and Performing Tests of Control & Compliance					X
Uniform Guidance Update					X
Peer Review Update Course			X		
Peer Review Conference 2022			X		
Technical Reviewer Training for Single Audits			X		
CPE Year Ended 9-30-21					
OMB Supplement Addendum and the Latest COVID-19 Single Audit Implications	X	X			X
Governmental Accounting and Auditing Update	X			X	X
GAQC Annual Update 2021	X	X	X	X	
2021 Compliance Supplement and Single Audit Update	X	X	X	X	
Uniform Guidance Revisions: What you Need to Know	X	X	X	X	
Single Audit Lightning Round-Insights on 2021 Compliance Supplement	X	X	X		
Government Auditing Standards Fundamentals	X	X	X		
State & Local Accounting - Navigating Component Units	X	X			
Part 1 - What is a Single Audit?	X	X	X		X
Part 2 - Major Program Determination	X		X		
Part 3 - Compliance Requirements and Internal Control Over Compliance	X	X		X	
Part 4 - Overview of Sampling and Single Audit Reporting Requirements	X	X			
An Audit Primer for Auditors of For-Profit Entities Receiving HHS Provider Relief Funds		X		X	X
Peer Review Conference 2021			X		
CPE Year Ended 9-30-20					
GAQC Required Annual Webcast	X				X
NonAudit Services Under GAS	X				
YellowBook - What You Need to Know	X	X		X	X
Independence Update	X				
GAQC - SLG Update	X				
OMB Compliance Supplement & Single Audit Update	X			X	X
Applying the Uniform Guidance in Your Single Audits	X	X			X
A&A Update & Covid Issues	X				
HUD Multifamily Update - Session 2		X			
Considering & Documenting Nonaudit Services Under YellowBook		X	X	X	X
GAQC Annual Update Webcast 2020		X		X	
State & Local Government Audit Planning Considerations		X	X	X	X
Peer Review Update - Engagements Under GAS		X			
YellowBook - Focus on Independence		X			
YellowBook & Single Audit Update		X		X	
Peer Review Conference 2020			X		
3rd Quarter A&A, COVID-19, NFP Issues & Compliance Supplement			X		

APPENDIX C

Smith Dukes References

Name	Contact Info	Hours	Engagement Management	Uniform Guidance Audit	GFOA Certificate	Most Recent Audit
Mobile Area Water & Sewer	Van Sheppard, Comptroller 251.694.3158	400	Mark Chapman April Boudreaux Miya Barnes	Yes	Yes	12/31/2022
Town of Pine Hill	Roberta Jordan, Mayor 334.963.4900	220	April Boudreaux Taylor Loaiza	No	Did Not Apply	9/30/2022
Mobile County EMA	Ronnie Adair, Executive Director 251.343.0439	175	Mark Chapman Miya Barnes	Yes	Did Not Apply	9/30/2022
Volunteers of America	Scott Huval, Finance Director 251.300.3500	1500	Tim Smith Joy Mothershed	Yes	N/A	6/30/2022
Mobile Public Library	Robert W. Hyde, Comptroller 251.208.7109	250	April Boudreaux Brooke Wooden	No	Did Not Apply	9/30/2022
Goodwill Easter Seals	Cindy Larry, CFO 251.471.1581	250	April Boudreaux Brooke Wooden	Yes	N/A	9/30/2022
Mobile County Water, Sewer, and Fire Protection Authority	Cindy McClendon, CFO 251.653.7346	200	Mark Chapman Brooke Wooden	No	Did Not Apply	2/28/2023
Boys & Girls Clubs	Robert Kennedy, Jr., CEO 251.432.1235	250	April Boudreaux Taylor Loaiza	Yes	N/A	9/30/2022

Note: All clients listed above are current clients of the firm and have been audited by us within the past year.

APPENDIX D

Summary Schedule of Professional Fees and Expenses

Audit	2023	2024	2025	2026	2027
Financial Audit	\$175,500	\$184,500	\$193,500	\$203,500	\$214,500
Single Audit	19,500	20,500	22,500	23,500	23,500
TOTAL	\$195,000	\$205,000	\$216,000	\$227,000	\$238,000

APPENDIX E

**Detail Schedule of Professional Fees and Expenses
For Fiscal Year 2022-23 Only**

Financial Audit	Hourly Rate	Total Hours	Total \$
Partners	\$ 315.00	135	\$ 42,525.00
Managers	\$ 200.00	405	\$ 81,000.00
Supervisory Staff	\$ 140.00	405	\$ 56,700.00
Professional Staff	\$ 110.00	405	\$ 44,550.00
Other (Specify) - Discount	\$ -		\$ -
SUBTOTAL		1350	\$ 224,775.00
Meals & Lodging	\$ -		\$ -
Transportation	\$ -		\$ -
Report preparation, word processing, and printing	\$ -		\$ -
Other - Absorption of year 1 set-up costs	\$ -		\$ (49,275.00)
			\$ (49,275.00)
TOTAL		1350	\$ 175,500.00

Single Audit	Hourly Rate	Total Hours	Total \$
Partners	\$ 315.00	15	\$ 4,725.00
Managers	\$ 200.00	45	\$ 9,000.00
Supervisory Staff	\$ 140.00	45	\$ 6,300.00
Professional Staff	\$ 110.00	45	\$ 4,950.00
Other (Specify) - Discount	\$ -		\$ -
SUBTOTAL		150	\$ 24,975.00
Meals & Lodging	\$ -		\$ -
Transportation	\$ -		\$ -
Report preparation, word processing, and printing	\$ -		\$ -
Other - Absorption of year 1 set-up costs	\$ -		\$ (5,475.00)
			\$ (5,475.00)
TOTAL		150	\$ 19,500.00

Smith, Dukes & Buckalew LLP

Mobile: 3800 Airport Blvd, Ste. 101 / Mobile, AL 36608 / 251.343.1200 / *Fax* 251.344.0966 / smithdukes.com

Daphne: 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608

Exhibit B

Contractor Insurance



SMITDUK-01

AIVY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2023

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660		CONTACT Jessica Lahti, CISR NAME: PHONE (A/C, No, Ext): (251) 643-7026 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: Jessica@thamesbatre.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Smith Dukes & Buckalew, LLP
P. O Box 160427
Mobile, AL 36616

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			ECP 0377224	2/3/2022	2/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0377224	2/3/2023	2/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ECP 0377224	2/3/2022	2/3/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

The City of Mobile, Attn: City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 22, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc, for one 2024 Pierce Enforcer ladder truck for MFRD.

Amount of Contract:

\$2,065,571.00 + trade in of 3 trucks.

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20241016 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 October 2024 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Emergency Equipment Professional, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional, Inc, for one 2024
Pierce Enforcer ladder truck for MFRD.
Motor pool capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$2,065,571.00 + trade in 3 trucks

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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>771</u>	2025	(1510) FIRE ADMINISTRATION	2024 PIERCE ENFORCER LADDER TRUCK FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT	\$2,065,571.00 PLUS TRADE-IN OF 2 BRUSH TRUCKS AND 1 TACTICAL RESCUE TRUCK	(<u>294963</u>) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000771-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
--	--

Page 1

Vendor
 EMERGENCY EQUIPMENT PROFESSIONAL, INC
 6441 HWY 51 NORTH

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

HORN LAKE, MS 38637
 USA
 Tel#205-685-8200

MOBILE, AL 36604
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK FIRE, AERIAL LADDER	1.00 EACH	2065571.00000	2065571.00

Additional Description Notes

PIERCE PROPOSAL #1130-43212, 23A-109
 HGAC CONTRACT FS12-23;
 2024 PIERCE ENFORCER 100 FT ASCENDANT AERIAL TOWER
 ** QUINT 5-YEAR
 MAINTENANCE/SERVICE PLAN 5
 YEAR BUMPER TO BUMPER
 CHASSIS WARRANTY 100%
 PREPAY**

DISCOUNT TRADE-IN ALLOWANCE FOR TWO BRUSH TRUCKS AND ONE TACT RESCUE

Vendor Item
 Inventory Item/Loc 695

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.	2065571.00
--	------------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000771-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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[Requisition Link](#)

Requisition Total 2065571.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	2065571.00	.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2065571.00	22364935.92
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Queued	10/16/24	CHARLES SUMRALL	
Pending		ASHLEY PHILLIPS	
Pending		SHONNDA SMITH	
Pending		CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		LONELL HARRIS	
Pending		ANNE FOLEY	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00000771-00 FY 2025
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: Released
	Page 3
=====	=====

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
10/11/24	294963
	FIRE ADMINISTRATION
-----	-----

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



Looking for something specific?

Search

Product Information

Product Description

Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035

Manufacturer

Pierce

Product Code

23A-109

Contract

Contract Category

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
-----------------------	-------------	---------------	---------------------	-----------

\$2,144,145.00

5%

Keyword(s)

Enforcer Chassis

[View Catalog](#)

Vendors Offering This Product

Siddons-Martin Emergency Group

Hannah Avila

Hannah.Avila@siddons-martin.com

Phone: 800-784-6806

Fax: 281-442-0850

[View Authorized Dealers](#)

Siddons-Martin Emergency Group

Jeff Doran

jdoran@siddons-martin.com

Phone: 281-543-7031

Fax:

[View Authorized Dealers](#)

Siddons-Martin Emergency Group

Brittney Metzger

BMetzger@siddons-martin.com

Phone: 800-784-6806

Fax: 281-442-0850

[View Authorized Dealers](#)

Contact HGACBuy

Joshua Cadoree

Joshua.Cadoree@h-gac.com

Phone: 832-681-2557

Fax: 713-993-4548

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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Looking for something specific?

Search

About the Cooperative

Bid Notices

HGACBuy How2s

Products & Services

Resources

Authorized Dealers

Contract Number

FS12-23 - Fire Apparatus and Related Vehicles

Vendor

Siddons-Martin Emergency Group

Name	Address	Phone Number	Contacts
Allegiance Fire & Rescue	2181 Providence Hwy Walpole, MA 02081	508-668-3112	Bill O'Conner
Atlantic Emergency Solutions, Inc.	12351 Randolph Ridge Lane Manassas, VA 20109	703-393-9911	Joseph R Pack
Churchville Fire Equipment Corp	340 Sanford Road, South Churchville, NY 14428	585-293-1688	John Alfieri
Conrad Fire Equipment	19922 W 162nd Street Olathe, KS 66062	913-780-5521	Karl Schultz
Emergency Equipment Professionals, Inc.	PO Box 1739 Southaven, MS 38671	662-280-4729	Jeff Kuntz
Fire & Safety Services, Ltd	200 Ryan Street South Plainfield, NJ 07080	800-400-8017	Dave Russell
Fire Apparatus & Equipment, Inc.	5793 W Grande Market Drive, Suite C Appleton, WI 54913	920-574-3410	Leslie Niles
Firematic Supply Company Inc.	PO Box 187 Yaphank, NY 11980	631-924-3181	Peter Hanratty
Front Range Fire Apparatus, Ltd	7600 Miller Court Longmont, CO 80504	303-449-9911	Duane Doucette
Glick Fire Equipment Company, Inc	350 Mill Creek Road Bird in Hand, PA 17505	717-299-4120	Amy Sweitzer
Golden State Fire Apparatus, Inc.	7400 Reese Road Sacramento, CA 95828	916-330-1638	Ryan Wright
Halt Fire, Inc.	50168 West Pontiac Trail, Unit 5 Wixom, MI 48393	248-669-0800	Todd Lincoln
Hughes Fire Equipment Inc.	910 Shelley Street Springfield, OR 97477	541-747-0072	Mike Duyck
MacQueen Emergency Group	1125 East 7th Street St Paul, MN 55106	651-645-5726	Daniel Gage
Pierce Manufacturing Inc.	2600 American Drive Appleton, WI 54914	920-832-3218	Carol Frank
Reliant Fire Apparatus, Inc.	880 Enterprise Drive Slinger, WI 53086	262-297-5020	Scott Krueger
Siddons-Martin Emergency Group	1362 East Richey Road Houston, TX 77073	800-784-6806	Pat Siddons
South Coast Fire Equipment Inc.	2020 South Baker Avenue Ontario, CA 91761	909-673-9900	Kevin Newell
Spartan Fire and Emergency Apparatus	319 Southport Road Roebuck, SC 29376	864-582-2376	Robert Fore
Ten-8 Fire & Safety, LLC	2904 59th Avenue East Bradenton, FL 34203	941-756-7779	Keith Chapman

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

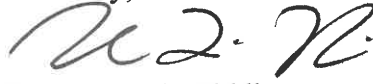
Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 22, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Nomic Networks Inc for implementation and one-year subscription to Nomic Insight network communications tracking services for MIT.

Amount of Contract:

\$18,178.95

Funding Source

General fund.

ATTACHMENTS:

1. 20241011 Nomic Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 22 October 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Nomic Networks Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nomic Networks Inc for implementation and one-year
subscription to Nomic Insight network communications tracking services for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,178.95

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, professional service.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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>472</u>	2025	(5000) INFORMATION TECHNOLOGY	IMPLEMENTATION AND ONE YEAR SUBSCRIPTION TO NOMIC INSIGHT NETWORK COMMUNICATIONS TRACKING SERVICES FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	\$18,178.95	<u>(298835) NOMIC NETWORKS, INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000472-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor NOMIC NETWORKS, INC 224 W. CAMPBELL RD. STE. 281 RICHARDSON, TX 75080 Tel#972-991-5005 X 101	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/24	298835	10/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. Internal Intelligence Unit (IIU) Base sensor for detection and correlation of Events.	12.00 EACH	227.50000	2730.00
-----	---	---------------	-----------	---------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			2730.00
---	--	--	--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	Insight Upgrade IIU software upgrade for capture and analysis of Flows and Signals.	12.00 EACH	910.00000	10920.00
-----	---	---------------	-----------	----------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			10920.00
---	--	--	--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000472-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fofa Status: Approved	Page 2
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Vendor NOMIC NETWORKS, INC 224 W. CAMPBELL RD. STE. 281 RICHARDSON, TX 75080 Tel#972-991-5005 X 101	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/24	298835	10/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Nomic Insight - Onboarding Includes hardware, monitoring, troubleshooting, customization, network tuning, remote configuration, and software updates. (Hardware remains property of Nomic Networks, Inc.)	1.00 EACH	4399.00000	4399.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4399.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000472-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor NOMIC NETWORKS, INC 224 W. CAMPBELL RD. STE. 281 RICHARDSON, TX 75080 Tel#972-991-5005 X 101	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/24	298835	10/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	Shipping, Handling & Insurance per Unit.	1.00 EACH	129.95000	129.95
1	1000.10.23.5000.5000.5000.0000.0000.42115.			129.95
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total	18178.95
***** General Ledger Summary Section *****	
Account	Amount Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	18178.95 3925658.41



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 22, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor and the City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract Amendment, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of \$186,914.00 will be added to the original contract. A copy of said contract is on file in the office of the City Clerk.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Amendment 3 Agreement
2. Amendment 3 Memo
3. PROPOSAL_M&N_ProfessionalServices-Riverfront _Construction Admin Extension
4. PROPOSAL_M&N_ProfessionalServices-Riverfront _Park Restoration Packages
5. PROPOSAL_M&N_ProfessionalServices-Riverfront _South Coffey Cell Redesign

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Chris Kern
James Barber



CONTRACT AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND MOFFATT & NICHOL, INC. AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2024, between the City of Mobile as Owner and Moffatt & Nichol, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and Moffatt & Nichol, Inc. ("Consultant") entered into an Agreement for professional design services at Mobile Riverfront Redevelopment Project, PR-029-22, dated April 29, 2022 (hereinafter referred to as "Agreement"); and whereas, the original contract amount totals \$766,895.00;

WHEREAS, the Owner entered into an Amendment to Agreement dated February 14, 2024, (hereinafter referred to as "Amendment I") with the Consultant for an additional scope added to the project and the contract amount thereby increasing the engineering services cost by \$282,282.00;

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposals dated October 2, 2024, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Attachment A: Park Restoration Work - \$58,580.00
2. Attachment B: Complete Design of previously agreed upon Tied-Back Bulkhead repair for South Coffey Cell - \$53,334.00
3. Attachment C: Construction Administration Extension - \$75,000.00
4. The Agreement sum shall be increased by the sum of One Hundred Eighty-Six Thousand Nine Hundred Fourteen and 00/100 Dollars (\$186,914.00).
5. Additional Design Services shall further extend the Agreement contract completion time to June 14, 2026.

6. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.
7. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.
8. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: **City of Mobile**

CONSULTANT: **Moffatt & Nichol, Inc.**

By: _____
William S. Stimpson
Its: Mayor

By: _____
Eldon C. Blancher II, Ph.D. B.C.E.S.
Its: Supervisory Coastal Scientist

ATTEST: _____
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Eldon C. Blancher II, Ph.D., whose name as Supervisory Coastal Scientist of Moffatt & Nichol, Inc. is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/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 _____ day of _____, 2024.

Commission Expires:

Attachment A
Park Restoration Work

Attachment B
Complete Design of previously agreed upon Tied-Back
Bulkhead repair for South Coffe Cell

Attachment C
Construction Administration Extension



CITY OF MOBILE
Contract Amendment
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: MOBILE RIVERFRONT REDEVELOPMENT

AMENDMENT NO: THREE (3)

ADDRESS: N/A

DATE: October 15, 2024

TO CONTRACTOR: MOFFATT & NICHOL, INC.

PROJECT NO: PR-029-22

ADDRESS:

CONTRACT DATE: June 14, 2022

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to \$1,236,091.00
2. Complete the change in scope as referenced in attached letter dated October 2, 2024, from Moffat & Nichol, Inc.

Additional Design Services shall further extend the Agreement contract completion time to June 14, 2026.

THE CONTRACT IS AMENDED AS FOLLOWS:

Original Contract Sum -----	\$766,895.00
Net change by previously authorized Amendments -----	\$282,282.00
Contract Sum prior to this Amendment -----	\$1,049,177.00
Contract Sum will be INCREASED by this Amendment in the amount of -----	\$186,914.00
New Contract Sum including this Amendment will be -----	\$1,236,091.00
Contract completion time will EXTEND to -----	June 14, 2026

October 2, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Attn: Nick Amberger, PE
Interim Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment
Project No. 10961-04/05

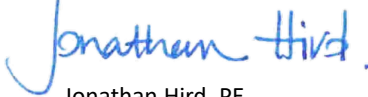
Dear Nick,

Enclosed please find our detailed proposals and scope of work for the following services related to the Mobile Riverfront Redevelopment Project:

Construction Administration (As-Needed)

- Removal of south coffer cell work from Bulkhead Replacement Package.
- M&N will provide technical support on an as-needed basis to City of Mobile and R.J. Baggett throughout the remainder of the construction process for the Bulkhead replacement Project. This includes responding to Contractor RFIs, managing field change orders, and addressing design impacts and as outlined in the attached scope of work. This will cover duration of bulkhead construction.
- The total cost for this task is **\$75,000**, as detailed in our proposal.

Sincerely,



Jonathan Hird, PE

MOFFATT & NICHOL



October 2, 2024

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Construction Administration Extension
Project No. 10961-04/05

Dear Nick:

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we thank you for the opportunity to provide this fee proposal to continue to provide essential Construction Technical Administration Services in support of the City of Mobile for the implementation of this exciting chapter of the City of Mobile Waterfront. As industry leaders in waterfront infrastructure for over 75 years we know that as EoR for such a critically important and complex project of this magnitude, will require Technical and Design Construction Administration support during construction.

The Mobile Riverfront Development Project site consists of multiple existing structures, some of unknown age and in various stages of deterioration. These consist of northern bulkhead (unknown age), timber pile-supported wharf (piling age unknown, wharf 1995), the buried ALDOT Wallace Tunnel (1973), Steel Coffey Cells from the tunnel construction (1973), and the Gulf Quest Museum Bulkhead. Due to the difficulty of installing the proposed bulkhead amongst the existing structures and the possibility of field changes to alignment due to the Engineer for review to confirm conformance of the bulkhead and closure construction with the construction drawings and any approved field changes.

The City continues to provide Resident Inspection with in-house resources as the most cost-effective use of resources, given current grant funding budgetary constraints. However, the success of the construction of this highly complex project will depend on effective communication between the contractor and M&N Engineer for the management of field changes and anticipated design challenges during the interfacing of the existing structures, proposed construction change orders and resolution of any possible conflicts.

This Scope of Work is for a budget extension to ongoing Technical and Design Support services during construction only. M&N has partnered with the City on this project since inception and has flexed to meet project evolution and design challenges. We are committed to the successful completion and ribbon cutting of this project. We have included our understanding of the project, proposed scope of services, and an estimate of fees.

The City previously authorized an as-needed construction support services task in January of 2023 for a total of \$30,000, which was expended by June 2024, primarily by repeated review of resubmittals & RFI's. Material and shop drawing submittals for the work have been submitted and reviewed, though not all are approved. The anticipated remaining work will primarily consist of reviewing submittals of field surveys and documentation as construction progresses and responding RFIs regarding unanticipated field conditions and conflict resolution. For example, M&N is aware that an existing tieback system behind the wharf, not present on any known drawings, has been recently encountered during construction. Finally, at the end of the project, a Substantial Completion inspection and punch list shall be created. Other potential construction services are listed in the scope below.



Proposed Scope of Services

Construction Administration (As-Needed)

M&N will continue to provide technical support on an As-Needed basis to the Client and Contractor during the construction process in response to Contractor RFIs, field change orders and design response impacts to project design as outlined in the following scope of work. It is our intent to provide additional expert design support to the City, Construction Manager, Contractor and other project partners on an As-Needed basis when the City's in-house resource technical or bandwidth capacity is exceeded. Support will include (but not limited to) coordination with the construction contractor and client.

- Preconstruction conferences for key project elements (As Needed)
- Monthly Construction Progress Meetings with Client, Contractor, and Engineer (Scheduled)
- Receive, review, and determine acceptability of contractor submittals, shop drawings and RFI's. (As Needed)
- Submit to City of Mobile contractor's defective work (NCR's), as necessary. (As Needed)
- Receive, review and initiate change orders and work directives as necessary to complete the work. (As Needed)
- Responses to building department review questions. **(As Needed)**
- Responses to ALDOT review questions and vibration monitoring updates.
- Conduct site visits as required to ensure design and ALDOT compliance (As scheduled)
- Conduct "Substantial Completion" inspection and provide punch list to City of Mobile for review. (As Scheduled)
- Conduct final inspection and provide City of Mobile with notice of acceptability of the work.(As scheduled)

Removal of South Cofferd Cell Work

The scope consists of issuing Change Order No 1 to the construction drawings for the park bulkhead replacement package. Amendment No 1 will remove the south coffer cell work.

- Any drawings showing demolition or new construction linework and details associated with the south cell will be altered, removing linework and details. The sequence of construction for the south cell will also be removed.
- Any specifications pertaining solely to the south cell will be removed. Any other specifications which still apply to the park bulkhead, but also refer to the south cell, will be edited to remove such references.

Dependencies/Special Requirements and Assumptions:

Utilizing the rate of expenditure of the construction administration task previously authorized by the city, we are basing this estimate on an assumed on a burn rate of ~ 25 hours/Month.

- Task assumes a budget extension of \$5,000 / per month (estimated) and the above historical utilization rate and present obstructions contractor has encountered while driving sheet piles for the North Bulkhead., for a Ten (10) month extension duration of continued construction support, beyond current efforts expended .
- Preparation of as built or record drawings is not included in this scope of work. Contractor is responsible for tracking design/drawing changes throughout the duration of construction and providing an as-built survey/record drawings, signed and sealed by a licensed surveyor.
- Responses to RFI will be completed within five (5) working days of official receipt.
- Responses to submittals will be completed within ten (10) working days of official receipt.

This level of effort estimate is based on the above assumptions. If there are any significant changes in project implementation, project features, field design changes, the project team will coordinate with the City immediately regarding changes to resource allocation.

Total cost for this task is \$75,000.



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services an As-Needed basis over the time period described above. The estimated duration is based remaining project schedule, and subject to revision in the event of major schedule shifts.

Our fees will accrue on a time and material basis not to exceed the total allocated. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office.

Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE

MOFFATT & NICHOL

October 2, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment
Project No. 10961-04/05

Dear Nick,

Enclosed please find our detailed proposals and scope of work for the following services related to the Mobile Riverfront Redevelopment Project:

Park Restoration Work

- This scope includes making revisions to the park plans, technical specifications as directed by the City during the meeting on 9/18/24 & 9/26/24 and the schedule of quantities and estimated construction cost will be adjusted accordingly.
- Support City through construction bid process.
- The total cost for this task is **\$58,580** as detailed in our proposal.

Sincerely,



Jonathan Hird, PE

MOFFATT & NICHOL

October 2, 2024

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Park Package Updates
Project No. 10961-04/05

Dear Nick:

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we thank you for the opportunity to provide this fee proposal to continue to provide design services in support of the City of Mobile for the implementation of this exciting chapter of the City of Mobile Waterfront.

The Issued for Construction package for the Cooper Riverside Park bulkhead replacement addressed the gradual deterioration of the wharf bulkhead, pair of north coffer cells, and south coffer cell. The package provided a new tied-back bulkhead for the length of the original wharf bulkhead, extending through the north coffer cells, to tie into the park deadman and fascia structure between the cells which was constructed in the 1990's. The package also encapsulated the south coffer cell with concrete and then braced it against failure with a waterside armor stone revetment.

After USACE rejected the south coffer cell encapsulation and revetment during a 6/14/24 group teleconference between M&N, the City, and USACE, the City explained to M&N that the south cell scope would be removed from the ongoing park bulkhead contract through a change order issued to the contractor.

Proposed Scope of Services

- This scope includes making revisions to the park plans and technical specifications as directed by the City during the meetings on 9/18/24 and 9/26/24.
- The schedule of quantities and estimated construction costs will be adjusted accordingly.
- Two (2) decision workshops (draft and final) will be held with the City's parks department, M&N engineers, and landscape architects to confirm the proposed changes, not yet finalized as part of the 09/26/2024 features discussion and/or a result of the latest bulkhead alignment.
- Support the City through the construction bid process.
 - Invitation to Bidders.
 - Attend the pre-bid meeting.
 - Respond to contractor request for additional information and issue bid addendum as needed.
 - Evaluate construction bids and recommend award (if appropriate)

Dependencies/Special Requirements and Assumptions:

This level of effort estimate is based on the above assumptions. If there are any significant changes in project implementation, project features, field design changes, the project team will coordinate with the City immediately regarding potential for contract amendment if needed

Total cost for this task is \$58,580.00.



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services as described above.

Our fees will accrue on a lump sum contract basis not to exceed the total allocated. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office. Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE

MOFFATT & NICHOL

October 2, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Attn: Dear Nick
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment
Project No. 10961-04/05

Dear Nick,

Enclosed please find our detailed proposals and scope of work for the following services related to the Mobile Riverfront Redevelopment Project:

Complete Design of previously agreed upon Tied-Back Bulkhead repair for South Coffe Cell

- Our proposal includes the complete design of the tied-back bulkhead concept for the south coffer cell. Detailed specifications, design considerations and special requirements are provided in the attached documentation.
- The total cost for this task is **\$53,334**, as detailed in our proposal. This fee does not cover bid support for this project.

Sincerely,



Jonathan Hird, PE

MOFFATT & NICHOL



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

October 2, 2024

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Interim Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Southern Coffe Cell Redesign
Project No. 10961-04/05

Dear Nick:

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we thank you for the opportunity to provide this fee proposal to continue to provide design services in support of the City of Mobile for the implementation of this exciting chapter of the City of Mobile Waterfront.

The Issued for Construction package for the Cooper Riverside Park bulkhead replacement addressed the gradual deterioration of the wharf bulkhead, a pair of north coffer cells, and the south coffer cell. The package provided a new tied-back bulkhead for the length of the original wharf bulkhead, extending through the north coffer cells, to tie into the park deadman and fascia structure between the cells which was constructed in the 1990's. The package also encapsulated the south coffer cell with concrete and then braced it against failure with a waterside armor stone revetment.

In April 2024, M&N learned that USACE personnel were raising objections to the south coffer cell revetment due to its proximity to the shipping channel. Following discussions with USACE, culminating in a group teleconference between M&N, the City, and USACE on 6/14/24, it was established that the USACE personnel concerned with the shipping company would not accept the revetment design.

Upon initially being informed on the USACE objections, M&N began developing a concept to provide a new tied-back bulkhead, similar to the primary park bulkhead, inside of the south coffer cell. This concept had been considered during the original design process but had more construction risk than the encapsulation and revetment due to potential obstruction within the cell from rock that M&N's divers observed within the holes in the cell during the underwater inspection, as well as existing sinkholes hidden below the existing concrete slab. Additionally, it required demolition of the existing fountain due north of the museum, which the City wanted to avoid. However, it is now the only remaining feasible solution to provide a new stable structure at the south cell.

This Scope of Work is for the complete design of a new tied-back bulkhead concept for the south coffer cell, culminating in a set of drawings and specifications approved for construction, specifically for the south coffer cell, separate from the park and bulkhead packages. The design concept is illustrated in the attached PDF markups on the Issued for Construction drawings of the park drawings.

Proposed Scope of Services

The scope includes the complete design of the new tied-back bulkhead concept for the south coffer cell, including production of calculations, drawings, and specifications. The specifications will be primarily the same as the original bulkhead replacement contract as the same system and materials will be used at the south cell. The design will utilize the original encapsulation piles from the revetment design as deadmen for the proposed bulkhead, since piles have already been acquired under the current Cooper Riverfront Bulkhead Replacement contract and would be best utilized for the proposed bulkhead.

The proposed concept will require the temporary removal of the statue above the south cell, demolition and replacement of the fountain behind the southern coffer cell, demolition & replacement of decorative masonry walls and the concrete stairs leading from the cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement.

The drawings and specifications will include civil, structural, and electrical to restore site features affected by demolition.

M&N will engage Ephriam and Associates, LLC as a sub-consultant to assist with ADEM and USACE Permitting Applications, their fees for their respective effort included in this amendment.

Dependencies/Special Requirements and Assumptions:

- There will be no additional concept development period to propose other alternatives to the City. Concept development has already occurred, approved and finalized..
- The City agrees to the temporary relocation of the existing statue, and demolition of fountain, and architectural features at the south cell area.
- The City understands that due to potential obstructions inside the cell, resulting in minor deviations from the centreline, but will be obscured by the concrete cap.
- M&N will design the south cell bulkhead for a 50 year design life, (the same as for the park bulkhead), which is an ASCE Standard 7-16 design-life for non-critical marine structures.
- This scope does not include ALDOT's review and ALDOT's permit process. Based on our experience during the original design phase, ALDOT may engage HDR to review this design on their behalf.. It is understood that the City will coordinate with ALDOT for the review of the new design.

This level of effort estimate is based on the above assumptions. If there are any significant changes in project implementation, project features, field design changes, the project team will coordinate with the City immediately regarding changes to resource allocation.

M&N Design Fee	\$ 49,334.00
Permitting	\$ 4,000.00
Total cost for this task is	\$ 53,334.00.

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services as described above. M&N consulted with the sub-disciplines required for each project element.



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

Our fees will accrue on a lump-sum basis not to exceed the total allocated. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office.

Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE

MOFFATT & NICHOL



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: October 22, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Britnee Williams

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - B Williams

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Britnee Williams, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 22, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One- year contract, renewable for two additional one-year periods with Chris Francis Tree Care LLC, City-wide tree maintenance and removal services. NTE amount \$1,000,000.00 per year.

Amount of Contract:

NTE \$1,000,000.00 per year for up to three years.

Funding Source

General fund 10042018 42070

ATTACHMENTS:

1. 2024 Agenda Package Francis CityWide Tree

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Chris Francis Tree Care, LLC, to provide city-wide tree maintenance and removal services, for one year, renewable annually without further approval required by Council, for up to a total of three years, in an amount not to exceed \$1,000,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 22 October 2024
Date

Item No. _____

Submitted by: Public Services - Urban Forestry
Department

Peter Toler
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: City-Wide Tree Maintenance and Removal Service

PURPOSE & SCOPE OF PROJECT:

One- year contract, renewable for two additional one-year periods with Chris Francis Tree Care LLC,
City-wide tree maintenance and removal services. NTE amount \$1,000,000.00 per year.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$1,000,000.00 per contract year

FUNDING SOURCE:

Budget Item: 10042018 42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5902

How many bidders received bid packages (if applicable): 9+web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, (“effective date”) by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and CHRIS FRANCIS TREE CARE LLC, (hereinafter “Provider”), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows: CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE.

ARTICLE 1. Scope of the Work. To provide city-wide tree maintenance and removal service on City rights-of-way and City properties within the City of Mobile City limits at the lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. Term of this agreement shall be for one year from the effective date, renewable annually with the consent of both parties for two additional one-year periods.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay ionly for work successfully performed. In the further event that City shall engage

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider 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 providers 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.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Chris Francis Tree Care, LLC
8727 Glover Ln
Daphne, AL 36526

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, Chris Francis Tree Care LLC

[Signature], Its owner (title)

On behalf of Provider

10/09/24 Date

State of Alabama

Mobile County

I, FRANCESCA V. LAPOSTA, a Notary public in and for said County and State, hereby certify that CHRIS FRANCIS, whose name is known to me, acknowledged before me on this the 9 day of OCTOBER, 2024, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

[Signature]
Notary Public

My Commission expires on: JULY 28, 2026

CITY,

Its Mayor

Date

ATTEST:

City Clerk

Date



EXHIBIT A

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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:
09/11/2024	5902	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than:

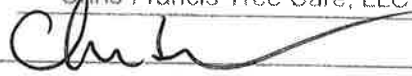
12:01 PM, FRIDAY, OCTOBER 4, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE This bid is for City-wide tree maintenance and removal services to be provided within the City of Mobile city limits. There will be a mandatory pre-bid meeting held on Wednesday, September 25, 2024, at 1:00 p.m., at The Seals Community Center on Texas Street. Bidders must attend the full pre-bid meeting. City will not accept bids from any company who does not attend the complete pre-bid meeting. The successful vendor will be required to sign a contract; a sample is attached. See the following and attached for detailed specifications. The City is interested in starting the city-wide tree maintenance contract as soon as possible; therefore, vendors must be properly qualified to do business with the City of Mobile. Bidder must use these forms for your response. Failure to respond on these forms will cause a rejection of your bid response.	1	15985	00	15985	00
			TOTAL		15985	00

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number 251-510-0186
Email Address chris@chrisfrancistreeecare.com
We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order

State delivery time within 5 days of receipt of P.O.

Firm Name Chris Francis Tree Care, LLC
Signature 
Type or Print Name Chris Francis

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/
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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page 2 of 4

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification. The following is required and must be filled in: Registration Number with Secretary of State Office <u>0000425155</u> City of Mobile Business License Number <u>79755</u> E-Verify Enrollment Number <u>542257</u> Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES <u>X</u> NO <u> </u> Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under Bid #5902.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Chris Francis Tree Care, LLC

By Chris Francis

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page 3 of 4

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications. This is a sealed bid; your response must be in a sealed envelope that has your company name on the outside along with either the date and time of the bid opening, 12:01 P.M., Friday, October 4, 2024, or the <u>Bid #5902.</u> All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 P.M., Friday, October 4, 2024.</u> Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. Any bids delivered after <u>12:01 P.M., Friday, October 4, 2024</u> will be returned unopened. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <u>http://immigration.alabama.gov/</u> 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: <u>www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.</u> Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

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and correct invoice of completed order.

BID CONTINUATION SHEET

Page 4 of 4

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions about this bid, submit your questions by E-mail to purchasing@cityofmobile.org <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during a uthorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Chris Francis Tree Care, LLC

By

Chris Francis

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order.

Bid Amounts

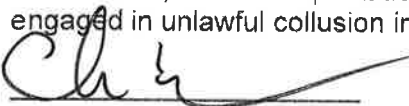
<u>PERSONNEL:</u>	Hourly Rate	Est. Hrs. Per Week	Total (Rate X Est. Hrs.)
<u>Field Supervisor:</u>	<u>\$ 16</u>	80	<u>\$ 1280</u>
<u>Climber/Aerial Lift Operator:</u>	<u>\$ 15</u>	35	<u>\$ 525</u>
<u>Crewman/Flagman/Driver:</u>	<u>\$ 11</u>	240	<u>\$ 2640</u>

Total amount for all **Personnel** (sum of weighted rates) \$ 4445

<u>EQUIPMENT:</u>	Hourly Rate	Est. Hrs. Per Week	Total (Rate x Est. Hrs.)
Bucket Truck	<u>\$ 52</u>	50	<u>\$ 2600</u>
Knuckleboom Truck	<u>\$ 90</u>	20	<u>\$ 1800</u>
Dump Truck	<u>\$ 5</u>	20	<u>\$ 100</u>
Grapple on Skid Steer/ Wheel Loader	<u>\$ 12</u>	20	<u>\$ 240</u>
Chipper	<u>\$ 160</u>	40	<u>\$ 6400</u>
Stump Grinder	<u>\$ 50</u>	4	<u>\$ 200</u>
Spider lift	<u>\$ 50</u>	4	<u>\$ 200</u>
Total for all billed Equipment (Sum of last Column)			<u>\$ 11540.00</u>

TOTAL (Total for Personnel and Equipment) \$ 15985.00

By signature below, bidder understands and accepts the terms of the Request of Bids, including all Addenda, and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.


Signature

Chris Francis, Master Arborist on behalf of Chris Francis Tree Care, LLC
Printed Name Title Company

Contact Person: Chris Francis, Master Arborist, chris@chrisfrancistreecare.com, 251-510-0186
Name, Title, Email, and Phone Number:

****FULL BID PACKAGE MUST BE RETURNED**

Information required for bid submittal

1.) Chris Francis Tree Care, LLC

251-367-8733 (Office)

8727 Glover Lane, Daphne, AL 36526

State of organization – Alabama

Chris Francis – sole member (owner), lead arborist

Chris Johnson – General Manager

Troy Weber – Tree Service Supervisor

Donavan Ballard – Plant Health Care Director

Cheyenne Voigt – Safety Director

Mary Francis – Accounts Payable & Receivable

2.) Official start of business was January 1, 2001. Company has been providing arboriculture and urban forestry. Chris Francis achieved Arborist Certification in 2008, Board Certified Master Arborist Certification in 2015.

Among the long list of clients, we have been providing specialty urban forestry work for the City of Fairhope for at least 3 years as needed, which has included pruning, removal, supplemental support, consulting, and pest control. We have also been providing regular urban forestry work for the City of Mobile for at least 3 years, which has included pruning, removal, supplemental support, consulting, pest control, air excavation, planting, brushcutting, and more. Services and dates can be verified upon request.

3.) Troy B. Weber, ISA Certified Arborist #RM-7314A, expires 06/30/2026

Donavan Ballard, ISA Certified Arborist #SO-10095A, expires 06/30/2027

Chris Francis, ISA Board Certified Master Arborist, #SO-6157B, expires 12/31/2024. Certifications will be renewed prior to expiration.

4.) Owned equipment that may be used on this contract (not exhaustive):

2014 Kubota SVL-75 track loader (skid steer), 2020 Kubota SVL-75 track loader (skid steer), 2000 Ford F800 dump truck, 2010 Hino chip/dump truck, 2016 Vermeer SC362 Stump grinder, 2018 Bandit ZT1844 stump grinder, 2018 Bandit 2550 stump grinder, 2019 Bandit 2550 stump grinder, 2020 Rayco RG37 stump grinder, 2018 Freightliner w/ Versalift 60' (bucket

truck), 2018 International w/ 60' Terex (bucket truck), 2020 International w/ 60' Terex (bucket truck), 2021 Ford F600 w/ 45' Dura Lift (bucket truck), 2004 International grapple truck, 2019 Peterbilt grapple truck, 2019 Freightliner grapple truck, 2021 Peterbilt grapple truck, 2018 Bandit 18" chipper, 2020 Morbark 12" chipper, 2021 Bandit 15" chipper, 2021 Dingo 427 mini skid, 2018 Giant 254T (articulated loader), 2019 Giant 254T (articulated loader), 2021 Giant 254T (articulated loader), 2022 Intrepid Tele (articulated loader), 2021 Omme 2750 (spider lift), 2021 Omme 2750 (spider lift), 2022 Platform Basket 72' (spider lift)

5.) Tree Service Field Supervisors (foremen) current list: Troy Weber, Josh Douglas, and Mike Clinard

6.) We currently have 2 tree service crews and 1 plant health care crew consisting of 13 full-time crew members and 2 part time (in school) crew members.

7.) Chris Francis holds a BS in Business Administration, MS in Arboriculture & Urban Forestry, ISA Tree Risk Assessment Qualification, and is state licensed in Landscape Design, Setting of Landscape Plants, Ornamental & Turf Pest Control Supervisor, and Tree Surgery. Donovan Ballard holds a BS in Human Health, ISA Tree Risk Assessment Qualification, and is state licensed in Setting of Landscape Plants and Ornamental & Turf Pest Control Supervisor. A large percentage of our staff has achieved Urban Forestry Certification.



ADDENDUM

September 30, 2024

RE: City of Mobile Bid #5902 for CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE

Please consider the following to be Addendum to City of Mobile Bid #5902 for City-wide Tree Maintenance and Removal Service.

THIS ADDENDUM:

Clarifies and answers questions from the pre-bid meeting held on September 25, 2024.

Adds/provides the DBE forms not included with the bid package.

Bid opening date and time remain as issued.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en

Addendum acknowledged

Chm Francis



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB 5902
City-Wide Tree Maintenance and
Removal Service

A. The City of Mobile is seeking bids for City-wide tree maintenance and removal services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm October 4, 2024.

C. Paragraph C.6, Contractor Qualifications, is amended to read:

"6. Contractor must own, hold long-term lease on, or have ready access through subcontract or other methods demonstrable to the City during bid evaluation, all pieces of equipment required to efficiently and effectively perform professional tree trimming and removal, stump removal, and landscape restoration, in Mobile's densely canopied urban environment. The City expects responsible Contractors, at a minimum to employ aerial lift trucks, chippers, stump grinders, knuckle boom loaders, skid steer loaders, spider lifts, and dump/load trucks."

D. Paragraph D.10, Performance and Scope of Work, is amended to read:

"10. Contractor will have at least one locally-based supervisor, with authority over all technical aspects of Contractor performance, who must have and maintain current ISA Arborist Certification. This person will actively ensure all Contractor work complies with ANSI A300 standards and City tree protection ordinances through on-site evaluation, planning, direction, and supervision of Contractor work and crews."

E. Paragraph G.3.a.4 is amended to read:

"4. A list, including description, of supporting equipment owned, on long-term lease, or bidder has ready access through subcontract or other methods demonstrable to the City, sufficient to effectively and efficiently perform the work described in these bid specifications."

F. Exhibit A, Major Supplier and Subcontractor form is added and included in this Addendum.

G. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. The bid requires the bidder to own or hold a long-term lease on certain equipment, but that list does not include all equipment that is being used for the bid tabulations. If a bidder does not own or long-term lease equipment that is in the bid list and places a value of \$0 in that category, he/she will gain an unfair advantage by having a lower total. Should all bidders be required to place a value in each category, even if he/she would have to rent the truck or equipment?

Answer: See paragraph G.3.b., especially the following, "Bidders must include realistic pricing for every item. The City will expect the selected Contractor to use each of the listed equipment pieces to successfully and efficiently perform the services required under the contract. Failure to include realistic pricing for each item may result, at the City's sole discretion, in disqualification of the Bid as non-responsive."

2. The bid requires an ISA Certified Arborist to be "on staff and immediately available and engaged". Is this ISA Certified Arborist simply a box to check to make sure there is someone in the organization on staff, or will the Certified Arborist be required to act in a supervisory role for the crews performing the work and be available on site for arboricultural decisions??

Answer: See paragraph D.10, as amended.

EXHIBIT A. Major Supplier and Subcontractor Form (following pages)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archm.que.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Chris Francis Tree Care, LLC
Address	8727 Glover Lane, Daphne, Alabama 36526
Telephone	251-510-0186
E-Mail	chris@chrisfrancistreecare.com

RFP/RFQ Solicitation Number	5902
Project Description	City-Wide Tree Maintenance and Removal Service
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 21 Female 3 Minority 5 Non-minority 19 SDVO
Total # of Employees	24

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Francis

Signature: [Signature] Date: 10/02/24

Title: Owner/ Lead Arborist

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Mary Francis

Title: Accounts Payable/ Receivable

Email: office@chrisfrancistreecare.com

Phone: 251-67-8733

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Chris Francis Tree Care,

Please Print Company LLC

Please Print Company LLC Your Bid/Proposal Amount \$ 1,000,000.00

Date:

Description		City-Wide Tree Maintenance and Removal
10 / 01 / 2024		

Name of Bidder/Proposer: Chris Francis

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

N/A

Name of Bidder: Chris Francis Tree Care, LLC

Contact Person: Chris Francis

Phone 251-510-0186

Email chris@christreecare.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDOT/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISING: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

N/A

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs.

CITYWIDE TREE MAINTENANCE SERVICES

A. GENERAL DESCRIPTION

1. The City of Mobile is seeking bids to select a Contractor to prune and remove trees located on public land, rights-of-way and easements within the corporate limits of the City of Mobile. This service shall be provided as tasked maintenance service for selected work orders, with occasional on-call, as-needed Emergency service in response to specific circumstances or discovered conditions. The City expects the total annual value of the services rendered to be approximately \$1,000,000.00

B. AWARD & CONTRACT TERM

1. Contract award shall be made to the responsive and responsible bidder submitting the lowest overall pricing based on a weighted tabulation of the unit pricing elements at the end of this bid. The City will pay Contractor at weekly intervals as invoiced for verified labor and equipment at the bid hourly rates. The initial term of the contract shall be for a period of one (1) year from date of award and prices quoted shall remain effective for that period, with the option at the consent of both parties to renew the contract for two additional one-year periods.

2. The City will not guarantee a specific level or amount of work, or exclusivity in the City's award of similar work to other Contractors. The City will reserve the option to terminate the contract upon thirty-day notice for any reason.

3. Bidders must comply with all of the submission requirements to be eligible for bid award, to include timeliness and completeness (submission of all required documentation and signatures).

4. Bidders will be required to comply with the City's requirement for large contracts that Bidders exercise a good-faith effort to employ disadvantaged business enterprises as subcontractors. It is understood that Bidders may have sufficient internal resources to perform the requirements of the Bid, but the City by public policy requires Contractors to identify and commit to the use of disadvantaged business enterprises in the performance of at least 15% of the value of the work completed, or to document the inability to identify qualified subcontractors. Such subcontractors may include staffing services, traffic control, hauling, clean-up teams, equipment providers, or work crews. More information regarding this requirement is found in Exhibit A to this Request for Bids, and will be discussed at the Pre-Bid conference.

5. **The City will hold a mandatory pre-bid conference on WEDNESDAY, SEPTEMBER 25, 2024, at 1:00 PM.** Bidders must attend this conference to be eligible for award of this bid. Attendance may be by any designated representative of the bidder and must be present for the entire conference.

6. Questions regarding this Bid must be sent by email to Purchasing@CityofMobile.org.

7. The contents of this bid and any Addendum will be posted at www.CityofMobile.org/Bids.

C. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have an International Society of Arboriculture (ISA) Certified Arborist on staff and immediately available and engaged for quality control for live tree impacts. This requirement shall not apply to subcontractors, but Contractor's Arborist must assure subcontractor performance compliant with all professional standards.
3. Contractor shall have at least three-years of experience as a contractor in the field of arboriculture and urban forest maintenance work. Subcontractors not directly performing arboriculture work (ex. traffic control, hauling, equipment providers, etc.) are not subject to this requirement.
4. Contractor, including Field Supervisors, must be experienced and proficient in the American National Standards Institute (ANSI) A300 pruning standards and Z133 safety standards.
5. Contractor shall have the capacity at Bid award to sustain at least two simultaneous field crews of at least four persons each with supporting equipment. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors. Subcontractors are not subject to this requirement.
6. Contractor must own or hold long-term lease of the following: two minimum aerial lift trucks, one chipper, stump grinder, and one knuckle boom loader/or skid steer loader.

D. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the pruning and removal of City-owned trees, usually responsive to non-emergent citizen and City reported work orders, and associated supporting tasks such as traffic control, hauling and disposal.
 - a. "Pruning" shall be conducted as defined by the Tree Care Industry Association (TCIA) as the selective removal of plant parts to achieve defined objectives.
 - b. "Removal" shall be conducted to include both the tree and the stump.
2. Contractor shall complete all work during daylight hours only, Mondays through Saturdays, unless otherwise specifically authorized by the City, in accordance with the

arboricultural practices as per the following publications. Contractor is not to exceed 10-hour workdays for crews without the specific permission of the City.

a. "Tree, Shrub, and Other Woody Plant Management Standard Practices" (ANSI A300 2017 PART 1), Pruning Best Management Practices.

b. Safety Requirements for Arboricultural Operations (ANSI Z133-2017).

3. Pruning will be conducted to enhance tree health, ensure clearance from hazards and obstructions, or mitigate potential risks. This process involves the selective removal of specific plant parts to achieve a clearly defined objective.

a. The City will note a stipulated pruning height for each City tree to be pruned on each work order. Unless otherwise directed, low branches over the street and sidewalk shall be removed to the following clearance from the ground unless otherwise stipulated: 14 feet on minor streets, 16 feet on major streets, and 7 feet on sidewalks.

b. Contractor shall prune all branches touching buildings back to 3-5 feet (as needed) away from the building. All trimming shall use the three-cut method. No stubbed limbs shall be left behind in the tree.

c. Dead Branches: All dead branches down to one inch (1") diameter should be removed using a pruning cut from ANSI A300, Part 1, Section 7. If it is not possible to cut it off without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be precut to prevent splitting.

d. During all phases of work, tree parts will be dropped or lowered onto public property right-of-way, or easement, avoiding private property as much as possible.

e. Contractor shall not use gaffs (climbing spurs) in any tree to be left standing, without specific authorization of the City, except in the event of a life-threatening emergency, which shall be reported to the City.

4. Grinding and Removal of Stumps: Contractor shall grind out and remove all stumps that result from tree removal operations within five (5) working days from the date that the tree was removed. Stumps and visible surface roots must be ground to six inches (6") below ground line. Contractor shall backfill resulting holes, indentations so that the work site conforms in elevation to the surrounding area. Contractor may mulch cover up to two inches any ground stump surfaces.

5. Cleanup and Transport. Contractor immediately upon conclusion of all work shall remove wood chips, leaves, branches, sawdust from the work site. Contractor shall broom-sweep clean all paved surfaces.

a. All tree maintenance debris, including chips, limbs, leaves, logs, oil containers, personal trash, etc. will be disposed of in accordance with Chapter 65 of the City of Mobile Municipal Code, as revised and supplemented.

b. Cleanup required from each day's work will be completed on that day. Each work site will be left as clean as it was before work started, or cleaner.

c. The Contractor will make no agreement with any party to leave, deliver, or otherwise dispose of such tree-maintenance residues, except by explicit instructions of the City.

d. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets according to the applicable state and city laws – including Chapter 25 of the City of Mobile Municipal Code - and paragraph 5.6.4 of the ANSI standard.

e. Contractor is responsible for all costs associated with disposal of site debris.

6. Traffic Control. Contractor shall provide traffic control in accordance with requirements of Manual on Uniform Traffic Control Devices (MUTCD), Part 6, regarding Temporary Traffic Control, and shall provide daily traffic management plans. Contractor shall presume to not have the assistance of City traffic enforcement or Police, but may request, and the City in its discretion may provide, in especially busy or hazardous work areas.

7. Contractor will comply with all applicable provisions of state and City laws concerning tree work, as well as policy decisions of the City of Mobile.

8. Contractor will maintain all necessary permits, rights of access, certifications, licenses, bonding, and insurance required by this contract and law. The Contractor shall notify all public service utilities to resolve conflicts concerning their property

9. All work will be performed only by Contractor or City-approved subcontractors. All Contractor and subcontractor crews must have uniformed staff and identifiable equipment.

10. Contractor will have at least one locally-based supervisor, with authority over all technical aspects of Contractor performance, who must have and maintain current ISA Arborist Certification.

11. Teams. Contractor will create field teams to perform the work, and will be compensated according to the team composition and equipment actively and efficiently engaged in assigned work. All Contractor overhead costs shall be captured in bid and contracted rates for teams and equipment. Rates shall be constant for all work, except for emergency work orders, which may be billed at the basic contract rates plus 15% markup. Every team shall be under the immediate supervision of a designated Field Supervisor that shall be in communication with Contractor and identified and accessible to City.

a. Field Supervisor. The Field Supervisor is the working leader and driver of a climbing crew, able to organize and supervise crew work and to integrate a power lift truck into this crew's operation by arrangement with the City Urban Forester (or their designation representative) when desirable to promote efficiency and/or safety. The

Field Supervisor's duties shall include, but not be limited to: (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to the standards (ANSI A300, ANSI Z133); (3) removing tree residues without damage to nearby property, and in accordance with the requirements in ANSI A300 tree care standards; (4) keeping daily work reports in support of the Contractor's invoices; (5) contacting the City to coordinate work schedules; (6) contacting the owners of property adjacent to work sites, and tactfully handling or referring complaints or disputes. The Field Supervisor must have an adequate Commercial Driver's License and a minimum of three years of experience as Field Supervisor. The Field Supervisor shall have a working knowledge of Mobile streets.

b. Field Crew. A Field Crew shall consist of two, three, or four-persons (at the Contractor's discretion – larger teams may be employed with approval of the City) qualified to operate required equipment listed below, under the direction of a Field Supervisor, and with qualifications and experience as described below, including:

1. Climber/Aerial Lift Operator: The climber's duties shall include, but not be limited to (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to standards (ANSI A300, ANSI Z133); (3) removing tree residues without damage to nearby property, and in accordance with the requirements in ANSI A300 tree care standards; (4) operating aerial technical equipment. The climber may occasionally perform functions of the Field Supervisor, when necessary for smooth work continuity.

2. Crew/Flaggers/Drivers: Employees used to perform functions requiring non-supervisory skills and experience, such as climbing and bucking, brush carrying and chipping, traffic control, and assisting with other duties as required by the crew Foreman.

12. Equipment. Contractor may use and bill City for the following equipment at hourly rates indicated on the bid and contract. The City recognizes that some contractors will favor some equipment over others, and that equipment used will vary based on the work required. For bid award and invoicing, the City has elected to require pricing for a range of the most commonly employed equipment for the work anticipated under this award, with a standard rate for each piece, regardless of specific size and quality. No other equipment may be billed unless specifically agreed to in advance by the City. Contractor is solely responsible for the mechanical condition and safe operation of all equipment. The Contractor shall use first-class materials, tools, and equipment that are recognized by the industry as appropriate for forestry work. The Contractor shall use reliable equipment that meets or exceeds ANSI standards to ensure a safe, efficient, and continuous operation with minimal equipment delays for the duration of the contract. The City has the discretion to require the elimination, cancellation, or replacement of excessive or substandard equipment for City programmed work.

a. Bucket Truck: Sized as necessary to accomplish the work required for assigned project. Contractor shall price at an average rate that will apply to any bucket truck used.

- b. Knuckleboom Truck.
- c. Dump Truck.
- d. Brush Chipper: Adequate to safely and efficiently handle generated wood debris
- d. Stump Grinder. Adequate to remove stumps as per specifications.
- e. Grapple on Skid Steer/Wheeled Loader.
- f. Spider Lift.

g. Special Equipment. Contractor may suggest on occasion the use of specialized equipment not otherwise indicated above. Billing rates for such equipment will be according to the FEMA Schedule of Equipment Rates found online here: [Schedule of Equipment Rates | FEMA.gov](#), subject to additional negotiation and agreement between City and Contractor.

13. Communications. Contractor shall maintain and provide to City a 24-hour-a-day contact number for after-hours emergencies. All teams will have adequate industry-standard communications equipment for teams to communicate with each other and with traffic control crews.

14. Imagery. Contractor must document work performance by imagery adequate to discern conditions and performance and upload files to the appropriate work orders via the City's cloud-based asset management software system. City may also at its discretion document Contractor crews and equipment for any purpose, to include claims, promotion, work performance, or public viewing. City will retain rights to all such imagery.

15. Mishaps. Contractor shall comply with safety requirements of ANSI, Section 5, 6, 7, & 8 (exclusive of paragraphs of sections expressly deleted). Contractor shall immediately report any mishaps or near-miss mishaps to the City that cause significant damage to persons, property, equipment, or infrastructure.

16. Claims. Contractor will indemnify and defend City of Mobile against all claims resulting from Contract's performance under the contract. Contractor will timely notify City of any private claims regarding Contractor's performance under this contract and will resolve all such claims to the reasonable satisfaction of the claimant.

17. Insurance. Contractor shall have in force for the duration of the contract to following minimum insurance coverage:

a. Workers' Compensation/Employer's Liability: Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

b. Commercial General Liability: Contractor shall also obtain Commercial General Liability coverage with the following minimums:

(1) \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

(2) \$2,000,000 Products/Completed Operations aggregate

(3) \$1,000,000 Personal and Advertising Injury per person/organization

(3) \$2,000,000 general aggregate per project

c. Automobile Liability: Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

d. Commercial Umbrella Liability: Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$1,000,000 per line of coverage.

e. Certificates of Insurance: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

f. Additional Insureds: These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include

the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

g. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827 Mobile, AL 36633

h. Insurance Requirements for Sub-subcontractors: Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

i. Cancellation. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

j. Waiver of Subrogation. Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

k. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

E. TASKING

1. Programmed Tasking. City shall provide a weekly work assignment to Contractor, designating specific work orders to be completed. In addition to programmed work, the Forester may assign additional "spot" taskings to respond to immediate Work areas assigned will include both pruning and removals.

a. Contractor shall provide, and maintain current on file with the City at all times, subject to approval by the City, a current plan of work being conducted, to include locations, impacted rights of way, team make-up, equipment being used, subcontractor

employment, and contact information for each team.

b. City will provide Contractor access to City's work order management system. Contractor will make appropriate entries into the system – including comments, status updates, before and after imagery – as agreed upon, and will make other such reports as mutually agreed upon between City and Contractor. Contractor reports will be timely and accurate, with sufficient detail to support the City's efficient management of its forestry

c. All tasked work will be within City limits on public property and rights of way. Where Contractor determines that entry onto private property will be required to safely and efficiently conduct any task, Contractor will communicate that recommendation to the City before entry for City approval. If approved, Contractor will be required to obtain all permissions for entry to private property from the private property owner, and any such agreement will be solely between Contractor and private property owner.

2. Emergency Task Orders. City may additionally task Contractor with Emergency Task Orders for specific work outside of the programmed work.

a. In such instances, Contractor will respond within 30 minutes of City notification of Contractor's capacity and plan to complete such work.

b. Contractor will be expected to commence such work within 2 hours of City approval of Contractor's plan.

c. Such work may be billed at contract rates plus 15%.

d. With the approval of the City, Contractor may pull teams from programmed work to complete Emergency Task Orders.

3. Completion and Inspection. The Contractor shall contact the City daily during active work periods, to coordinate the work schedule, arrange for needed support. Contractor will provide weekly reports of work orders completed, and an invoice for that work. The Contractor shall notify the City within twenty-four (24) work hours of the completion of each Emergency Task Order. All work to be provided under the Contract shall be subject to inspection and acceptance by an authorized City representative while in process or after completion. If any such work is found to be unsatisfactory and not in accordance with the requirements of the Contract, the City shall notify the Contractor for immediate corrective action.

F. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City weekly for completed work. Invoices will indicate the crew hours, equipment hours, associated costs, and total cost for each work order completed. The Contractor will separately invoice for each Emergency Task Order, also broken down by crew hours, equipment hours, associated unit costs, and

total cost for each work order completed. Contractor must include a Subcontractor Utilization Report with each invoice to be to document in each invoice the specific work performed by subcontractors and being invoiced, including the amount Contractor will remit to the subcontractor. The Subcontractor Utilization Report is found in Exhibit A.

2. Payment. City will promptly review invoices for accuracy and compliance with work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

G. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the discretion of the City. Failure to adequately identify disadvantaged business enterprise subcontractors or document and demonstrate a good faith exercise to obtain disadvantaged business enterprise subcontractors using the Subcontractor and Major Supplier Form will result in disqualification.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, or request additional information to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons.

2. Information demonstrating at least three years of experience in urban forestry services, to include dates, customers, and nature of services performed.

3. Identity of its Certified Arborist on staff, including qualifications and experience.

4. A list, including description, of supporting equipment owned or on long-term lease.

5. Names of its intended Field Supervisors.

6. Numbers of full and part-time crew.

7. How Contractor will employ subcontractors. CONTRACTOR MUST COMPLETE EXHIBIT A, MAJOR SUPPLIER AND SUBCONTRACTOR FORM AND INCLUDE WITH BID. Failure to fully complete the form, adequately document good faith efforts that were taken by the Bidder, will render a Bid as non-responsive. The determination as to whether the form adequately documents good-faith efforts entirely resides within the City's discretion. Bidders who cannot meet the minimum participation requirements are strongly encouraged to consult with the City's Supplier Diversity Manager as indicated on the form.

8. Other contractor qualifications and certifications you have that will demonstrate your qualifications and capacity to perform the work required.

b. Bid Sheet. Bidders must complete the bid amounts to include unit pricing, and weighted totals. Unit pricing will prevail where errors or inconsistencies are discovered. The weighted totals will be used to determine the overall low bid amount. The City has weighted the various unit items based on its expectation of the frequency and volume a Contractor would use the listed labor or equipment unit. Bidders must include realistic pricing for every item. The City will expect the selected Contractor to use each of the listed equipment pieces to successfully and efficiently perform the services required under the contract. Failure to include realistic pricing for each item may result, at the City's sole discretion, in disqualification of the Bid as non-responsive. No additional pricing may be included on the bid sheet.

c. Signature and Certification of Acceptance of Bid Terms. All Bidders must sign and date bid where indicated.

H. BID SELECTION PROCESS

1. Selection. City will select the responsive Bid from the responsible Bidder with the lowest total weighted pricing for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.

2. Contract. City will expect Bidder to enter into a one-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.

3. Performance. City expects to commence performance immediately upon contract award.

4. Cone of Silence. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on

communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

I. BIDDER PRICING FORM

1. Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Unit pricing will become the contract pricing. Only the below units of pricing may be invoiced against the City.

a. Emergency, Evenings, and Weekends. Emergency work orders – or work that is specifically directed to be performed on evenings and/or weekends - may be billed at the basic contract rates plus 15%.

b. Special Equipment. Contractor may suggest, after contract award, and not in this Bid submission, the use of specialized equipment not otherwise specific in this Bid and priced herein. Billing rates for such equipment will be according to the FEMA Schedule of Equipment Rates found online here: [Schedule of Equipment Rates | FEMA.gov](#), subject to additional negotiation and agreement between City and Contractor. City will have complete discretion whether to approve the use and billing of such recommended additional specialized equipment.

c. Excluded Charges. The City will not accept charges for transportation, fuel, permits, shipping, packaging, or other Contractor expense other than as specified in the Bid.

2. Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, to provide opportunity for City selection and contract award.

3. Should there be a discrepancy between unit prices quoted and weighted totals, the unit price will prevail.



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 ensure 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)

Addendum acknowledged
Chris
Chris Francis

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2024

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

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

PRODUCER SUN COAST INSURANCE GROUP P.O. BOX 2571 ROBERTSDALE AL 36567		CONTACT NAME: Sarah Olsen PHONE (A/C, No, Ext): 251-424-1140 E-MAIL ADDRESS: solsen@suncoastinsgroup.com FAX (A/C, No): 251-424-1141	
INSURED Chris Francis Tree Care 8727 Glover Ln Daphne AL 36526		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BAS-18226-2	02/18/2024	02/18/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is covered as an Additional Insured per contractual agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

CHRIS FRANCIS TREE CARE T01
8266 CR-64
DAPHNE AL 36526

YEAR	LICENSE NO.
2024	79755
ISSUED	EXPIRES
2/9/2024	12/31/2024

561733 LANDSCAPE - STATE LICENSE REQ

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



CHRIS FRANCIS LANDSCAPES
8266 COUNTY ROAD 64
DAPHNE, AL 36526-6072

11 T1 P3539



STATE OF ALABAMA

CONTROL NO.
3357740

BALDWIN COUNTY

LICENSE
250001

ACCOUNT NO.
28544

ISSUED TO:

CHRIS FRANCIS TREE CARE
FRANCIS, CHRIS
8727 GLOVER LN
DAPHNE, AL 36526

LICENSE YEAR
2025

DATE ISSUED		
10	01	2024
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSF	
OCCUPATIONAL LICENSE	

BUSINESS LOCATION:

8727 GLOVER LN
DAPHNE, AL 36526

EXPIRES
9/30/2025

RENEW IN OCTOBER

U67 - #3357748 - T2 - P1531623 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS (\$200k+)	375.00	1.00	0.00	0.00	0.00	376.00

TRANSFER OF LICENSE

Evidence having been produced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

Name of Purchaser

Issuing Authority

HARRY D'OLIVE JR
Issuing Authority

TOTAL 376.00

MAIL FEE 0.00

TOTAL WITH MAIL FEE 376.00

2025 - 2500063
10/1/2024 9:26:12 AM
U67 - #3357748
T2 - P1531623 - M1

CHRIS FRANCIS TREE CARE
FRANCIS, CHRIS
8727 GLOVER LN
DAPHNE, AL 36526



Alabama Secretary of State



Entity Information	
Entity ID Number	000-623-487
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	02/19/2020
Registered Agent Name	FRANCIS, CHRIS
Registered Office Street Address	8727 GLOVER LANE DAPHNE, AL 36526
Registered Office Mailing Address	8727 GLOVER LANE DAPHNE, AL 36526
Nature of Business	
Organizers	
Organizer Name	WEEKS, LESLIE G.
Organizer Street Address	150 GOVERNMENT STREET SUITE 2000 MOBILE, AL 36602
Organizer Mailing Address	150 GOVERNMENT STREET SUITE 2000 MOBILE, AL 36602
Transactions	
Transaction Date	02/25/2020
Miscellaneous Filing Entry	New Entity Effective 02-19-2020 13:59
Purchase Document Copies	
Document Date / Type / Pages	02/25/2020 Certificate of Formation 4 pgs.

[Browse Results](#)
[New Search](#)

EXHIBIT D

[My Company Account](#)

My Company Profile

Company Information

Company Name

Chris Francis Tree Care, LLC

Doing Business As (DBA) Name

Company ID

542257

Enrollment Date

Apr 10, 2012

Employer Identification Number (EIN)

200838186

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

8727 Glover Lane
Daphne, AL 36526

Hiring Sites

Number of Sites

1

Mailing Address

Same as Physical Address

[Edit Hiring Sites](#)

[Edit Company Addresses](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

Paine, John

From: Chris Francis <chris@chrisfrancistreecare.com>
Sent: Tuesday, October 8, 2024 11:16 AM
To: Paine, John
Subject: Re: Confirmation of pricing.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Paine,

Thank you for reaching out. We are excited to resume work for the city under the new contract and pricing schedule. To answer your questions, yes, all of the stated hourly prices are correct, including the personnel prices per hour. Also, I can confirm that the employees (team members) we will be sending to the City of Mobile meet or exceed the necessary qualification, experience, and performance requirements of those outlined in the bid document. We are ready to go to work! Just let me know what I need to do on my end. Thank you.

CHRIS FRANCIS

- ISA Board Certified Master Arborist (#so-6157B)
- ISA Tree Risk Assessment Qualification
- Alabama State Licensed:
 - Tree Surgery
 - Landscape Design
 - Setting of Landscape Plants
 - Ornamental & Turf Pest Control Supervisor
- ALNLA Certified Landscape Professional
- AUFA Urban Forestry Certification
- University of South Alabama, BS Business Administration
- University of Central Lancashire, MS Arboriculture & Urban Forestry

CHRIS FRANCIS TREE CARE

<http://www.ChrisFrancisTreeCare.com>

On 10/7/2024 3:23 PM, Paine, John wrote:

Chris

We want to confirm that the personnel prices per hour to be charged to the City are correct .

We also want to confirm that the employees that are provided to the City of Mobile have the necessary qualification, experience and performance requirements to meet the requirements that were specified in our bid document.

I have attached a copy of those minimum requirements to this email.

You might want to provide that as additional confirmation.

Thank you

John Paine
Purchasing Agent
City of Mobile

BID TABULATION FOR BID #5902 CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE

ALL PRICES ARE PER HOURLY RATE TO BE CHARGED TO THE CITY.

est. hours*

		CHRIS FRANCIS	SPOTSWOOD	CAIN'S	GREENVIEW SOLUTIONS
		unit/extended	unit/extended	unit/extended	unit/extended
80	FIELD SUPER	\$16.00 / \$1,280.00	\$50.00 / \$4,000.00	\$104.50 / \$8,360.00	\$147.00 / \$11,760.00
35	LIFT OPERATOR	\$15.00 / \$525.00	\$60.00 / \$2,100.00	\$104.50 / \$3,657.50	\$127.00 / \$4,445.00
240	CREWMEN	\$11.00 / \$2640.00	\$35.00 / \$8,400.00	\$44.00 / \$10,560.00	\$97.00 / \$23,280.00
	Personnel Total	\$4,445.00	\$14,500.00	\$22,577.50	\$39,485.00
50	BUCKET TRUCK	\$52.00 / \$2,600.00	\$60.00 / \$3000.00	\$109.00 / \$5,450.00	\$25.00 / \$1,250.00
20	KNUCKLEBOOM	\$90.00 / \$1,800.00	\$40.00 / \$800.00	\$109.00 / \$2,180.00	\$95.00 / \$1,900.00
20	DUMP TRUCK	\$5.00 / \$100.00	\$30.00 / \$600.00	\$0.00 / \$0.00	\$95.00 / 1,900.00
20	GRAPPLE	\$12.00 / \$240.00	\$20.00 / \$400.00	\$0.00 / \$0.00	\$79.00 / \$1,580.00
40	CHIPPER	\$160.00 / \$6,400.00	\$15.00 / \$600.00	\$12.00 / \$480.00	\$42.50 / \$1,700.00
4	STUMP GRINDER	\$50.00 / \$200.00	\$21.00 / \$84.00	\$0.00 / \$0.00	\$60.50 / \$242.00
4	SPIDER LIFT	\$50.00 / \$200.00	\$26.00 / \$104.00	\$125.00 / \$500.00	\$116.50 / \$466.00
	Equipment Total	\$11,540.00	\$5,588.00	\$8,610.00	\$9,038.00
	TOTAL	\$15,985.00	\$20,088.00	\$31,187.50	\$48,523.00

*Hours used for weighting and award purposes.