



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, December 3, 2019, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Patricia Evans, Greater Ruth Chapel AME Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 27, 2019

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Edward G. McDermott for a waiver of the Noise Ordinance on December 28, 2019, from 7:00-10:00 p.m., at Cotton Hall, 911 Dauphin Street (District 2).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 664 Johnston Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 604 Peach Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1360 St. Madar Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1354 St. Madar Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 907 Kendrick Drive a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill

12. ORDINANCES HELD OVER

28-042 Ordinance to establish a Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission of the City of Mobile (sponsored by Councilmembers Manzie, Richardson and Small).

13. CONSENT RESOLUTIONS HELD OVER

37-1060 Recommend approved to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) for Spring Hill Food Mart, 1507 Springhill Avenue, Suite A (sponsored by Councilmember Manzie).

14. RESOLUTIONS HELD OVER

35-1037 Authorize an Assignment, Assumption and Amendment of Lease with Ballcorps LLC, (Hank Aaron Stadium) (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

01-1076 Authorize amendment to the enrollment agreement with Blue Cross Blue Shield of Alabama for the employee health & dental plan (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Department).

01-1077 Authorize amended agreement with Illinois Central Railroad Company for roadway improvement - highway grade crossing signal (Zeigler Boulevard) \$621,394.00 (sponsored by Mayor Stimpson & Councilperson Gregory) (submitted by Nick Amberger, Engineering Department)

01-1078 Authorize agreement with the USA Center for Forensics, Information Technology & Security for intern staff for MIT, NTE \$18,436.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Department).

08-1079 Approve purchase order for telescopic ladder fire truck, \$1,324,396.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Procurement Department).

09-1080 Transfer \$20,000.00 from Capital Project #CON03 to the National Fish and Wildlife Foundation Grant (Perch Creek Plan) (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-1081 Authorize agreement with Hoar Program Management Inc. for Project Development Consulting for the redevelopment of the Mobile Civic Center;

\$25,000.00; PL-220-16 (C0381, 20002000-42200); (sponsored by Councilmember Manzie & Mayor Stimpson); (submitted by Brad Christensen, Real Estate Asset Management Dept)

23-1082 Accept deeds for Dunlap Drive right of way to Pinto Pass Bridge (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

47-1083 Assent to the vacation of McGowin Avenue (sponsored by Councilmember Manzie).

47-1084 Establish fair market value of property to be vacated on McGowin Avenue as \$7,465.23 (sponsored by Councilmember Manzie).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-1086 Appoint Katrina Kennedy to the Mobile Museum of Art Board (sponsored by Councilmember Richardson) (submitted by City Clerk).

31-1087 Authorize grant application to the EPA for a Brownsfields Community Wide Assessment Grant, \$300,000.00 (no local match requirements) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department)

31-1088 Authorize a grant application to the Alabama Department of Public Health, Office of EMS and Alabama Medicaid Agency, \$46,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Sealy, MFRD).

40-1089 Declare the structure at 664 Johnston Avenue a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-1090 Declare the structure at 604 Peach Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-1091 Declare the structure at 1360 St. Madar Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-1092 Declare the structure at 1354 St. Madar Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

40-1093 Declare the structure at 907 Kendrick Drive a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-1094 Assess cost for removal of weeds, Weed Lien Group #1598

60-1095 Approve award of special bonus to the Firefighter of the Month as part of the Mayor's Incentive Program, Evan L. Seaman, \$500.00

16. CIP RESOLUTIONS BEING INTRODUCED

21-1096 Authorize contract with McElhenney Construction Company, LLC for

2018 CIP Trinity Gardens Area Street and Drainage Improvements (Warsaw Ave. and Harper Ave.), \$465,147.09 (sponsored by Councilmember Richardson) (submitted by Nick Amberger, Engineering Department)

17. RESOLUTIONS BEING INTRODUCED

09-1097 Transfer \$450,000 from the Storm Water Fund to Capital Project #C0446 for the purchase of a dump truck, mini excavator and other additional storm water management activities (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/26/2019 -
3:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

12/2/2019 - 3:41
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/26/2019 -
4:42 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 664 Johnston Avenue - ME-101-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	11/26/2019 - 8:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 604 Peach Street - ME-549-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	11/26/2019 - 8:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 1360 St. Madar Street - ME-551-17

Discretionary Funds N

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	11/26/2019 - 8:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 1354 St. Madar Street - ME-553-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	11/26/2019 - 8:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 907 Kendrick Drive - ME-056-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	11/26/2019 - 8:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/26/2019 -
4:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/26/2019 -
10:05 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

app

Cover Memo

11/12/2019

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/12/2019 -
1:34 PM



AGENDA DATE: 11/26/2019

**CITY OF MOBILE
MOBILE, ALABAMA**

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5324

☐ NEW APPLICATION ☒ TRANSFER-OWNERSHIP ☐ TRANSFER-LOCATION

RAJAO LLC

_____ has filed application with the City of
(Name of Applicant)

050 - RETAIL BEER (OFF PREMISES ONLY)

Mobile Revenue Department for a **070 - RETAIL TABLE WINE (OFF PREMISES ONLY)**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: RAJAO LLC

TRADE NAME: SPRING HILL FOOD MART

LOCATED AT: 1507 SPRING HILL AVE., STE A, MOBILE, AL 36604

☒ YES	☐ NO	☐ N/A - Has property owner list been supplied?
☒ YES	☐ NO	☐ N/A - Are there churches or schools in this vicinity?
☐ YES	☒ NO	☐ N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: Wanda Borchon
(Revenue Department Representative)

CONTACT: PUNEETH KARAWADRA

PHONE#: 901-610-9595



CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: TRANSFER-OWNERSHIP
Application Date: 11/4/2019
Application No: 5324

Type License: **050 - RETAIL BEER (Off Premises Only)**

Type License: **070 - RETAIL TABLE WINE (Off Premises Only)**

Name of Applicant(s) RAJAO LLC

Ownership: **LLC**

Name and address of individual, partners, and members, association, corporate officers, etc...

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
PUNEETH NARENDRA KARAWADRA 104447937 - TN	MEMBER	1/10/1988 TANZANIA	1465 AUBURN WOODS DRIVE COLLIERVILLE, TN 38017

Corporate information: 2019050295 Date: 8/27/2019 County: MOBILE
(Enter book & page or document info) (Incorporation or Authority)

Trade Name SPRING HILL FOOD MART

Location 1507 SPRING HILL AVE STE A, MOBILE, AL 36604

Mailing Address 1507 SPRING HILL AVE STE A, MOBILE, AL 36604

(Include Street or Post Office Box Address City State, and Zip Code)

☐

Previous Licensee Information



Transferee

Licensee Name RONGPUR FOOD INC

Type 050/070

Trade Name TEXACO FOOD MART

License No# 4311

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? CONVENIENCE STORE & GASOLINE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO (if yes explain) _____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO (if yes explain) _____

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

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

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

(If YES, explain in Law violation Section) **Signature of applicant** X PK

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision 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 regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should 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 of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA

SIGNED X PK

COUNTY OF MOBILE

TITLE Member

DATE 11-04-19

The undersigned RAJAO LLC - PUNEETH KARAWADRA

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

X PK
Signature of Affiant

Sworn to and subscribed before, me this 4th day of November Year 2019

Wanda Bonla
SIGNATURE OF NOTARY

6/13/2023
MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATIONContact Person PUNEETH KARAWADRAE-mail: PUNEETHKARAWADRA@GMAIL.COMPhone Number: Home: 901-610-9595Cell: 901-610-9595Bus: 901-610-9595Do the premises have a fully equipped and operational kitchen? *NO*Does the establishment have restroom facilities? *YES*Is place of business habitually used for providing food to the public? *SNACKS ONLY*Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*Will this business be operated PRIMARILY as a package store? *NO*Building seating capacity 0License premises includes patio area *NO*Square Footage 3000License covers: *ENTIRE STRUCTURE*License Structure: *ONE STORY*Is location within city limits? *YES***Explanation of Law Violations**

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: X PK**Lease /Property Ownership**Name of Property Owner/Lessor: SPRINGHILL CENTER LLC - 770-388-2620Address of Property Owner/Lessor: 1507 SPRING HILL AVE STE A, MOBILE, AL 36604Applicant attests to the truthfulness of the above responses. (Applicant's Initials) X PK

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): RAJAO LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☒ LLC

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (First, Middle, Last) Puneeth Narendra Karawadra

Social Security # 914-73-5990 Race: Asian Sex: (☒)M ()F

Driver License# 104447937 State TN

Title (i.e. Owner, President, Member) Member

Date of Birth 01 / 10 / 1988

Place of Birth Arusha Tanzania Africa
County State Nation

Present Address: 1465 AUBURN woods dr Collierville TN 38017
Street Address (Apt#) City State Zip Code

Length of Time at Address: 15 yrs Home# 901-861-2282 Cell# 901-610-7595

Full Name (*First, Middle, Last*) _____

Social Security # _____ Race: _____ Sex: ()M ()F

Driver License# _____ State _____

Title (i.e. Owner, President, Member) _____

Date of Birth / /

Place of Birth _____
County State Nation

Present Address: _____

<i>Street Address (Apt#)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
------------------------------	-------------	--------------	-----------------

Length of Time at Address: Home# _____ Cell# _____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE")

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Punceth Karawadra	10-1-19	NONE		

I certify that the above information is correct and true.


Member
Date: 10-1-19
 Signature & Title

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Springhill Center LLC
 (The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: PO Box 1565 Lawrenceville, GA 30046

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

DRIVER LICENSE



[Signature]

USA
TN

Tennessee

THE VOLUNTEER STATE

DL NO. 104447937 DOB 01/10/1988

EXP 01/11/2026 ISS 01/11/2018

CLASS DM END F

REST NONE

SEX M HGT 5'-09" EYES BRO

DD 9911801111710963

KARAWADRA
PUNEETH NARENDRA
1465 AUBURN WOODS DR

COLLIERVILLE, TN 38017



DL

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

Inst. # 2019050295 Pages: 1 of 3 Doc: LAOR
I certify this instrument filed on 8/27/2019 10:10 AM
Don Davis, Judge of Probate
Mobile County, AL. Rec: \$53.00

Clerk: JHANCOCK

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. ~~Contact the Judge of Probate's Office to determine the county filing fees.~~ Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 for standard filing (based on date of receipt and volume) or \$200.00 for expedited service (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature C. Mark Erwin
C. Mark Erwin, Chief Clerk

Date 8-27-19

(For County Probate Office Use Only)

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):

RAJAO LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

CHERYL NEW
TAXING SOLUTIONS LLC
P O BOX 1450
SOUTHAVEN, MS 38671

RECEIVED DATE
AUG 30 2019
SECRETARY OF STATE
OF ALABAMA

(For SOS Office Use Only)

Alabama
Sec. Of State
New Entity
585-710 DLL
Date 8/30/2019
Time 11:02
190830 3 Pg
File \$100.00
Ackn \$.00
Exp \$100.00
Total \$200.00
04/017

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

NARENDRA KARAWADRA

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

810 DAUPHIN ISLAND PKWY MOBILE, AL 36606

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

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check only if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 8 / 23 / 2019 as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 9:00 ☒ AM or ☐ PM. (cannot be noon or midnight -- 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

8 / 20 / 2019
Date (MM/DD/YYYY)


Signature as required by 10A-5A-2.04

NARENDRA KARAWADRA
Typed Name of Above Signature

ORGANIZER
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, 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:

RAJAO LLC

This name reservation is for the exclusive use of CHERYL NEW, P O BOX 1450, SOUTHAVEN, MS 38671 for a period of one year beginning August 12, 2019 and expiring August 12, 2020



RES850693

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.

August 12, 2019

Date

J. H. Merrill

John H. Merrill

Secretary of State

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

Beer & wine
(Type of alcoholic beverage license)

To be used in a/an CONVENIENT STORE WITH GAS
(Type of business)

RADAO LLC
(Name of applicant whether individual, corporation, etc.)

1507 Spring Hill STE A
(Location address for application)

Mobile AL
City 3000 State AL Zip 3000
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

URBAN DEVELOPMENT DEPARTMENT

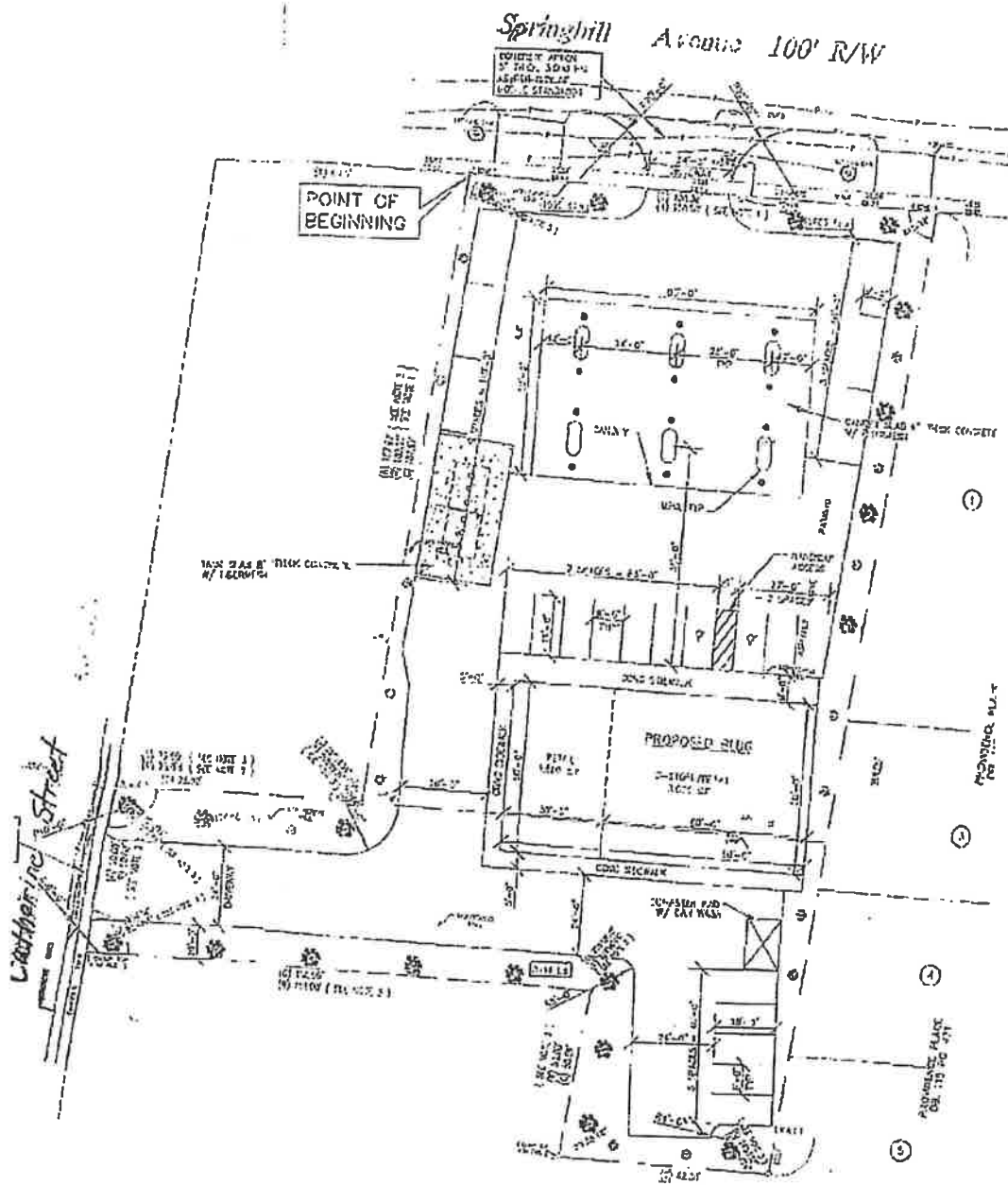
Zoning B-2 Parking Provided 10+

Parking Required 10 Compliance: ✓ Yes No

Chenell C. Whith 11-4-2019
(Signed by Urban Development Dept) Date

EXHIBIT "A"

Site Plan



LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

see attached

The above described property is () owned, (X) leased, () sub-leased, or otherwise surrendered to Rajao LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 2nd day of October, 20 19.

Springhill Center LLC, Scott A. Moon, LLC Manager

[Signature]
Notary Public

[Signature]
Property Owner

10.2.2019

Date



[Signature]
Licensee

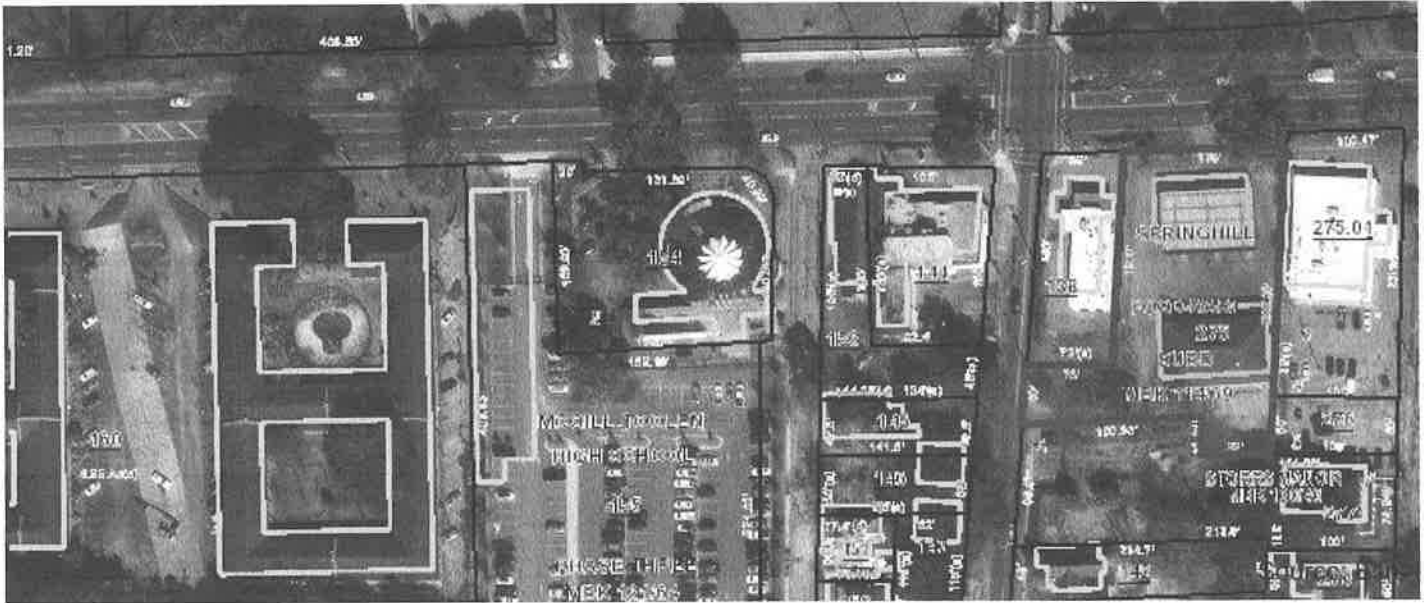
10.2.2019

Date

Mobile Property Search

Key Number: 810215 For Year 2019

Map



Property Details

Account

Key Number: 810215

Legal Description: LOT 1 SPRINGHILL FOOD MART S/D MBK 114/69 #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 2907250005275XXX

Type: Real

Property Class: 2

Location

Address: 1507 SPRINGHILL AVE MO

Owner

Name: SPRINGHILL CENTER LLC

Mailing Address: PO BOX 1565

LAWRENCEVILLE , GA 30046

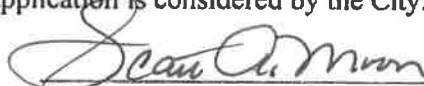
Exemptions: For privacy reasons not all exemptions are shown online.

**AGREEMENT ALLOWING THE CITY OF MOBILE TO
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

10.2.2019

Date



Owner of Property (Signature)

Springhill Center LLC, Scott A. Moon, LLC Manager

Print Name of Property Owner

PO Box 1565

Address

Lawrenceville GA 30046

City

State

Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

10-2-19

Date



Applicant's Signature

Preeti Kulkarni

Print Name of Applicant

1507 Springhill Ave Ste 1

Address

Mobile

City

AL

State

36604

Zip

List the names and addresses of owners of property lying within a distance of 500 feet of the subject property, as shown by the latest assessment records of the Map and Plat Room of the Mobile County Revenue Commissioner's office/Phone# 574-8534. (Marilyn E. Wood's office)

see attached

NAME1	NAME2	ADDR1	ADDR2	CITY	STATE
ROBERTS ERIC K		PO BOX 180482		MOBILE	AL
HUDSON CHARLES & REBECCA		2360 CARRINGTON DR		MOBILE	AL
DAVIS JOHN A JR & DOWARTHA		6116 WOODCREST DR		MOBILE	AL
ST MARY PARISH, MOBILE		106 PROVIDENCE ST		MOBILE	AL
B & K RENTALS L L C		171 W CONWAY DR		MOBILE	AL
THRASH MIKAEL & QUASHANA LEVI		108 KILMARNOOK ST		MOBILE	AL
UNIVERSITY OF SOUTH ALABAMA		FOUNDATI 211 NORTH CONCEPTION		MOBILE	AL
MOBILE CITY OF -LYONS PARK-		205 GOVEF OFFICE OF CITY CLERK		MOBILE	AL
JONES & JONES HOLDINGS LLC	% MARK E JONES	3429 ST STEPHENS RD		WHISTLER	AL
UPHAM STREET INVESTMENTS	C/O RED HILL CREEK LLC	74 S LAFAYETTE ST		MOBILE	AL
ATCF II ALABAMA LLC TAX SERV CUSTODIAN		P O BOX 54972		NEW ORLEANS	LA
BSM LLC		5582 SPRING HILL COURT		WESTLAKE VILLAGE	CA
DOWLING JOSEPH P		118 KILMARNOCK ST		MOBILE	AL
JOHNSON CYNTHIA KIRKSEY		3725 OUTLEY DR		MOBILE	AL
HUFHAM CHRISTOPHER K & KATHY J MCCORD		112 KILMARNOCK STR		MOBILE	AL
BYRNE CHARLES M		114 KILMARNOCK ST		MOBILE	AL
MOUNTAIN TAI LLC		7262 ASHBERRY CT		SPANISH FORT	AL
MCGILL-TOOLEN CATHOLIC HIGH SCHOOL		1501 OLD SHELL RD		MOBILE	AL
ROCO-MANCHESTER LLC	C/O MANCHESTER PARK OWNER LLC, A DELAWARE	512 SEVENTH AVE 16TH FLOOR		NEW YORK	NY
UNIVERSITY OF SOUTH ALABAMA	C/O USA PROPERTIES	775 N UNIVERSITY BLVD SUITE 150		MOBILE	AL
UNIVERSITY OF SOUTH ALABAMA	C/O USA PROPERTIES	775 N UNIVERSITY BLVD SUITE 150		MOBILE	AL
UNIVERSITY OF SOUTH ALABAMA	C/O USA PROPERTIES	775 N UNIVERSITY BLVD SUITE 150		MOBILE	AL
UNIVERSITY OF SOUTH ALABAMA	C/O USA PROPERTIES	775 N UNIVERSITY BLVD SUITE 150		MOBILE	AL
SICKLE CELL DISEASE ASSOCIATION	FOUNDATION GULF COAST ALABAMA INC	P O BOX 40696		MOBILE	AL
LESLIE BETTY M		1579 WEST AVENUE		MOBILE	AL
ARCHBISHOP OF MOBILE THOMAS J RODI		P O BOX 213		MOBILE	AL
NOLEN BRADFORD K & ALICE F		115 N LAFAYETTE ST		MOBILE	AL
DAVIDSON & COMPANY INC		P O BOX 277		MOBILE	AL
ST MARY PARISH MOBILE AN ALABAMA		1453 OLD SHELL		MOBILE	AL
LLM INVESTMENTS LLC		11 SOUTH ST		MOBILE	AL
RODI THOMAS J, THE MOST REVEREND,	ARCHBISHOP OF MOBILE	106 PROVIDENCE ST		MOBILE	AL
MCCLAIN, MCCLAIN, & MCCLAIN		INC P O BOX 2128		RIDGELAND	MS
ST MARY PARISH MOBILE		400 GOVERNMENT ST		MOBILE	AL
ST MARY PARISH MOBILE		400 GOVERNMENT ST		MOBILE	AL
SPRINGHILL CENTER LLC		PO BOX 1565		LAWRENCEVILLE	GA
MOUNTAIN CREEK PROPERTIES LLC		7153 LIGHTWOOD RD		DEATSVILLE	AL
MOUNTAIN CREEK PROPERTIES		LLC 7153 LIGHTWOOD ROAD		DEATSVILLE	AL
STORRS CHARLES G & HYUN SOON STORRS		115 PROVIDENCE ST		MOBILE	AL
HAMILTON JANE MONTGOMERY &	JOHN JACKSON HAMILTON III	8 OAKLAND TERRACE		MOBILE	AL
KOTOWSKIE JOEL E		111 PROVIDENCE ST		MOBILE	AL
ST MARY PARISH MOBILE AN ALABAMA		1453 OLD SHELL		MOBILE	AL
MILLER CAMERON PAIGE		109 PROVIDENCE ST		MOBILE	AL
BOGAR CRAIG T & CHRISTINE B BOGAR	C/O PFEIFFER DALE REYNOLDS & REBA SMITH PFEIFFER	4115 WILLMEADE DR		WINSTON SALEM	NC
L HAGAN PROPERTIES LLC		412 CODY RD S		MOBILE	AL
REDD LINDA & ERICA		103 PROVIDENCE ST		MOBILE	AL
GWW LLC		1453 OLD SHELL RD		MOBILE	AL
MCGILL-TOOLEN CATHOLIC HIGH SCHOOL, AN ALABAMA NON-PROFIT		400 GOVERNMENT ST		MOBILE	AL
T & T PROPERTIES LLC A		CORPORAT 309 LOURDES CIR W		MOBILE	AL
MCGILL-TOOLEN CATHOLIC HIGH SCHOOL		1501 OLD SHELL RD		MOBILE	AL
MEHRIARY LEILAH J		3605 HENNESY CUP WAY		SUFFOLK	VA
ARCHBISHOP OF MOBILE A		CORPORAT P O BOX 230		MOBILE	AL
MCGILL-TOOLEN CATHOLIC HIGH SCHOOL		1501 OLD SHELL RD		MOBILE	AL
RUSSELL DWAYNE A & CARRIE A RUSSELL		1562 OLD SHELL RD		MOBILE	AL



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson and Councilman John Williams

Purpose and Scope of Project:

The assignment, assumption and amendment of the lease of Baybears stadium to Mobile Sports and Entertainment Group, LLC

Renewal Date of Contract:

3/31/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/7/2019
AGENDA ITEM SUMMARY SHEET	Cover Memo	11/7/2019

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Hill, Ashton	Approved	11/7/2019 - 2:22 PM
Legal	Hill, Ashton	Approved	11/7/2019 - 2:24 PM
Capital	McMillan, Marilyn	Approved	11/7/2019 - 3:30 PM
Mayors			11/7/2019 - 3:39

Office

Wesch, Paul

Approved

PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson and Councilman John Williams

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, hereby authorizes the Mayor to execute and the City Clerk to attest an Assignment, Assumption and Amendment of Lease, substantially like the document attached hereto, by and among Ballcorps LLC, an Arizona limited liability company, Mobile Sports and Entertainment Group, LLC, an Alabama limited liability corporation and the City of Mobile, amending the License, Lease and Service Agreement between Mobile Professional Baseball Club, LLC and the City of Mobile, dated on or about April 16, 1996, the First Amendment thereof dated on or about September 9, 1996, the Second Amendment thereof dated on or about March 25, 1997, and the Third Amendment thereof dated on or about January 11, 2011; and, further, to take such actions necessary to administer said Assignment, Assumption and Amendment of Lease.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: November 12, 2019 Item No. _____
Date

Submitted by: Legal Department Ricardo Woods
Department Department Head

Sponsored by: Mayor Stimpson & Councilman Williams _____
Name Title

Reviewed by: Flo Kessler/ Ricardo Woods
Executive Director

Routing Authorized: _____ Date _____
Mayor's Office

A brief synopsis and explanation of the following:

PROJECT NAME: Assignment Assumption & Amendment Lease with Ballcorps, LLC

PURPOSE & SCOPE OF PROJECT:

To execute the Assignment Assumption & Amendment Lease with Ballcorps, LLC to assign and
amend the terms of the Lease.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☒

AMOUNT OF CONTRACT: _____

FUNDING SOURCE:

Budget Item: _____

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: _____

Renewal date of contract (if applicable): _____

If not bid, state reason: _____

How many bidders received bid packages (if applicable): _____

How many bidders submitted bids (if applicable): _____

If this is not the lowest bid, explain why not:



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Leslie Rey, Human Resources

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

BCBS Administrative Fees for City of Mobile Health & Dental Plan and for Teladoc telephone and video consultation program (2-yr rate guarantee)

Amount of Contract:

\$38.10 PEPM-Health, \$2.60 PEPM-Dental, \$1.00/mo/contract-Teladoc, \$3.95/mo/contract-Flex Plan

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Summary Sheet	Cover Memo	11/14/2019
agreement	Cover Memo	11/14/2019

REVIEWERS:

Department Reviewer	Action	Date
Human Resources Merchant, Mary Ann	Approved	11/20/2019 - 3:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/19/2019
Date

Item No. _____

Submitted by: Human Resources
Department

Leslie Rey
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Paul Wesch
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: BCBS Administrative Fees for the City of Mobile Health & Dental Plan

PURPOSE & SCOPE OF PROJECT:

2-year rate guarantee for administrative fees for the Health & Dental Plan and for Teladoc telephone and online video consultation program (expires 12/31/2021)

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$38.10 PEPM/Health, \$2.60 PEPM/Dental

FUNDING SOURCE:

Budget Item: 71007100

Discretionary Funds: n/a

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: n/a

Matching funds: n/a

Associated Costs:

Current year (itemize)

Type: n/a

Amount: n/a

Future years

Year: n/a

Amount: n/a

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

Effective date of contract: 01/01/2020

Renewal date of contract (if applicable): n/a

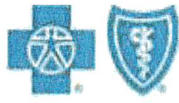
If not bid, state reason: n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:

n/a



**BlueCross BlueShield
of Alabama**

An Independent Licensee of the
Blue Cross and Blue Shield Association

**Amendment
to
Enrollment Agreement
Customized BCBSAL Plan**

Group Name: City Of Mobile
Group Number: 71447 71448 71449
Corporate Code: 377780001
Effective Date: 1/1/2020

Financial: Self Funded
Divisions: All
Document Type: Benefit Change

PHYSICAL ADDRESS

Address 1: 205 Government St
Address 2: 4Th Floor, South Tower
County: Mobile
County Code: 49

City: Mobile
State: AL
Zip: 36602-0001

BILLING ADDRESS

Address 1: PO BOX 1827
Address 2:
County: Mobile

City: Mobile
State: AL
Zip: 36633-1827

**GROUP
CONTACTS**

	Sal.	Name	Title	Telephone	Email
Billing:	MRS	Shelia Campbell	Deputy Director of Human Resources	(251) 208-7059	Shelia.Campbell@cityofmobile.com
Benefits:	MRS	Shelia Campbell	Deputy Director of Human Resources	(251) 208-7059	Shelia.Campbell@cityofmobile.com
Decision:	MRS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Robin Cooper Russ	251/460-4457	rruss@bcbsal.org
Account Manager:	Lori D Schneider	251/460-4449	lschneider@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

Pharmacy Changes

Group is remaining in pharmacy network PreferredONE Network (Walgreens Anchor).

Financial Updates

Administration Fees

\$38.10 per contract.

Funding Arrangement

Special Instructions

Effective January 1, 2020, the following will be implemented for all groups and divisions of City of Mobile, 71447-71449:

1. The administrative fee for health will change to **\$38.10** PEPM. This is a 2 year rate guarantee, **expiring 12/31/2021**.
2. The administrative fee for dental will change to **\$2.60** PEPM. This is a 2 year rate guarantee, **expiring 12/31/2021**.
3. **Add Teladoc telephone and online video consultation program** (rider TLM). Administrative fee is \$1.00 per contract per month.
4. There is no change to the custom pricing Rx arrangement. 2020 will be year 2 of a 3 year agreement. Exhibit from 1/1/19 which states this is attached for reference.
5. There is no change to the FSA administrative fee. It remains \$3.95 per participating contract per month.

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature
Authorized
Representative

Title

Date

Lori D. Schneider

Blue Cross and Blue Shield of Alabama
Representative

Account Manager

Title

8/14/19

Date



BlueCross BlueShield of Alabama

City of Mobile		Members:	5,669
Effective Date: 1/1/2019		Employees:	2,455
PASS-THROUGH PRICING			
RETAIL			
Brand		Generic	
AWP minus		AWP minus	
Y1:	18.50%	Y1:	86.00%
Y2:	18.60%	Y2:	86.10%
Y3:	18.70%	Y3:	86.20%
DISPENSING FEE			
Brand		Generic	
Y1:	\$0.80	Y1:	\$0.85
Y2:	\$0.80	Y2:	\$0.85
Y3:	\$0.80	Y3:	\$0.85
ESN			
Brand		Generic	
AWP minus		AWP minus	
Y1:	23.50%	Y1:	87.75%
Y2:	23.50%	Y2:	88.00%
Y3:	23.50%	Y3:	88.25%
DISPENSING FEE:		\$0.00	
Rebates to Client:			
Per Retail Brand Rx	Y1:	\$106.57	
	Y2:	\$118.22	
	Y3:	\$131.31	
Administration Fees (per Contract per month):	Y1:	\$1.15	
	Y2:	\$1.15	
	Y3:	\$1.15	

* see page 2 for notes

Notes:

- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- Discounts are based on the actual NDC-11 dispensed.
- Guarantees will be reconciled annually and applied in aggregate.
- Discounts provided do not include savings from DUR or other clinical programs.
- Guaranteed offer is based on adoption of the BCBSAL SourceRx formulary and may be amended in the event there is a change in the formulary, implementation of new clinical programs, changes to the pharmacy benefit plan design, lock-out of drug classes, or unexpected generic launches.
- Assumes client does not have 340B pricing.
- Pricing is based upon the BCBSAL PreferredOne Network of 54,000 pharmacies.
- Rebates will be paid on all eligible claims incurred during the life of the contract.
- Rebates are earned on all eligible claims, regardless of days supply and member contribution percentages.
- Compound claims are excluded from rebates.
- Rebates are contingent upon adherence to the Blue Cross SourceRx formulary, including associated utilization management and clinical programs.
- Rebates are defined as a retrospective reimbursement of monetary amounts by a manufacturer's discount program with the PBM for pharmaceutical products of that manufacturer dispensed to a member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer admin fees.
- Discount rates exclude compounds, foreign claims and specialty (as defined by the Prime Specialty Fee Schedule).
- Pricing assumes 13% ESN penetration, if that differs by 5%, Prime reserves the right to revise pricing terms and financials accordingly.
- Pricing assumes no material change in membership or changes to the pharmacy benefit design.
- In the event the number of covered members or pharmacy claims volume varies by greater than 10%, Prime reserves the right to revise the pricing terms and financials accordingly.
- Proposed pricing and guarantees are only for lives with combined medical and pharmacy coverage through Blue Cross and Prime.
- If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.
- Guarantees are subject to change in the event that any law, regulation, interpretation of a law or regulation, or any change within the PBM marketplace would lead to a deviation from the current economic environment upon which these guarantees are based.
- Unexpected generic launches, products launched at risk or under patent litigation are excluded from our generic guarantees.
- Any drug determined to be in short supply based on published sources (including the FDA and ASHP websites) will be excluded from our generic guarantees.
- A drug that has more than a 100% increase in cost will be excluded from the generic guarantees.
- For discount guarantee purposes, a generic drug is defined as a drug with more than 3 generic manufacturers, and not in an exclusivity period.
- A brand drug is defined as any drug not considered a generic drug.



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson
Councilperson Gregory

Purpose and Scope of Project:

To accept contract amendment with Illinois Central Railroad Company

Amount of Contract:

\$621,394.00

Funding Source

Project # C0053

Project String 20002000.48010

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Roadway Improvement - Highway Grade Crossing Signal	Cover Memo	11/7/2019

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	11/7/2019 - 4:18 PM
Accounting Daniels, Bettye	Approved	11/20/2019 - 10:26 AM
Legal Kern, Chris	Approved	11/21/2019 - 10:10 AM

Legal

Kern, Chris

Approved

11/21/2019 -
10:11 AM

Mayors
Office

Wesch, Paul

Approved

11/21/2019 -
10:39 AM

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, the First Amended Agreement for Local Agency Roadway Improvements between the City of Mobile and Illinois Central Railroad Company which amends and supersedes the Local Agency Roadway Improvement Agreement approved by Mobile City Council Resolution #01-800, adopted November 20, 2018, and, further, to perform all acts necessary in connection with said Agreement, which is attached hereto and made a part hereof as though set forth in full. A copy of said First Amended Agreement for Local Agency Roadway Improvements is on file in the office of the City Clerk.

Adopted:

City Clerk

FIRST AMENDED
AGREEMENT
FOR
LOCAL AGENCY ROADWAY IMPROVEMENTS

THIS AGREEMENT, made and entered into this ____ day of _____, 2019 by and between the CITY OF MOBILE, hereinafter referred to as the "Local Agency" and the ILLINOIS CENTRAL RAILROAD COMPANY, hereinafter referred to as "Railroad";

WITNESSETH

Whereas, CR-656, Zeigler Boulevard, parallels the Railroad right of way at the location listed on the attached Exhibit "C", by reference hereto made a part hereof; and

Whereas, in the interest of public convenience, the Local Agency hereto proposes to widen and maintain CR-656; and

Whereas, in the interest of public safety, the Local Agency hereto proposes to make changes to the Automatic warning devices at Forestdale Dr. DOT 304250E based on ALDOT diagnostic review; and

Whereas, the changes to the automatic warning devices require the addition of new terms to the Agreement for Local Agency Roadway Improvements to widen and maintain CR-656 previously entered by the Local Agency and the Railroad on July 19, 2018, and this Agreement replaces and supersedes said Agreement;

Whereas, the parties hereto agree to accomplish the proposed improvements, all or in part, through the use of Federal, State and/or Local Agency funds which are provided under applicable Federal, State and/or Local Agency Act, Law and/or appropriation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as hereinafter set forth, it is hereby agreed as follows:

ARTICLE I. For the purpose of identifying the plans, specifications, estimates and other documents, this project will be designed as "STPMB-7550(600) 100045453 CR-656 (Zeigler Blvd.) Add Lanes from Athey Rd. to Forrest Hill Drive Tract 14 County of Mobile."

ARTICLE II. The Project covered under this agreement shall be subject to the "SPECIAL PROVISIONS" attached hereto as Exhibit "B", by reference made a part hereof, and to all applicable Federal and State laws, rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and procedures in general.

ARTICLE III. Terms and conditions covering the permanent easement and temporary easement(s) and the expenses resulting therefrom shall be covered by a separate agreement between the Railroad and the City of Mobile and, except as may be specifically provided in said separate agreement, all work set forth therein shall be performed at no expense to the Railroad.

ARTICLE IV. The Railroad shall prepare the detailed drawings, plans (including surveys and other engineering services), estimates of cost and any required specifications for the improvements proposed listed under "WORK TO BE PERFORMED BY RAILROAD" on Exhibit "A". These detailed plans, estimates and specifications shall be submitted to Local Agency for its approval. No approved plan or specification shall be changed by the Railroad without written permission from the Local Agency, excepting for minor changes necessitated by actual field conditions encountered at the time of construction or substitutions of equivalent materials as may be agreed upon by Railroad's and Local Agency's respective representatives.

ARTICLE V. All items of work listed under "WORK TO BE PERFORMED BY RAILROAD" on Exhibit "A" shall be performed by the Railroad with its own forces or continuing contract or contracts herein on a force account basis.

ARTICLE VI. The Local Agency shall prepare the detailed drawings, plans and specifications as may be required for any proposed improvements listed under "WORK TO BE PERFORMED BY LOCAL AGENCY" on Exhibit "A" and shall perform or arrange for the performance of said items of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this agreement.

ARTICLE VII. In the event the work to be performed by Local Agency is to be let by contract, Local Agency shall require its contractor(s) before entering upon the tracks or premises of Railroad, or performing any work thereon, to obtain and execute from the Grantor's authorized representative the Grantor's current Right Of Entry form, and to confer with the Railroad relative to its requirements for clearances, operations and general safety regulations. In the event any work performed under this Agreement is located within fifty (50) feet from the centerline of the railroad track or otherwise has the ability to foul the tracks (i.e. a forty foot boom used thirty feet from the track), the Railroad reserves the right to require and furnish Local Agency's contractor(s), at the sole cost and expense of said contractor(s), protective services such as, but not limited to, flagman, watchman or other as the Railroad may deem desirable to

promote safety and continuity of rail traffic during the progress of the work, for which said contractor(s) shall be required to prepay for services if planned or routine maintenance or if an emergency situation reimburse the Railroad promptly upon receipt of the bills, and the Local Agency shall withhold final payment to the said contractor(s) until the Railroad has notified Local Agency that all such bills have been settled. For any such work which is performed by the Railroad for the Local Agency's own forces, Local Agency hereby agrees to so reimburse the Railroad upon the receipt of bills. Cost and expense for work performed by Railroad, as referred to in this Article, shall consist of the actual cost of labor, materials and related items, plus Railroad's standard additives in effect at the time the work is performed.

ARTICLE VIII. In the event the work to be performed by Local Agency on or in close proximity to the Railroad's property, track(s) or other facilities is let by contract, Local Agency shall require contractor(s) to furnish evidence of Workmen's Compensation coverage and to maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractor's Public Liability and Property Damage Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) Contractor's Protective Public Liability and Property Damage Liability Insurance with the same limits as (A) if subcontractors are involved; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) naming Illinois Central Railroad Company as the insured and a form of acceptable to the Railroad, and said insurance shall be primary as it relates to this contract. The Railroad shall be furnished with an original of the Railroad Protective Policy, and, in addition, certificate(s) of insurance evidencing the other insurance coverages specified herein. The Railroad Protective Policy and the certificate(s) of insurance must meet with the approval of the Railroad before any work shall be commenced on Railroad's property or in close proximity to Railroad's tracks or other facilities by the said contractor(s).

ARTICLE IX. Each party will provide the necessary construction engineering and inspection for carrying out its work as set forth in Exhibit "A" and the costs for such services shall be borne by the project. Any costs which may be incurred by the Railroad for inspecting the work performed by or on behalf of the Local Agency, as said work may affect the properties and facilities of the Railroad, or the safety or continuity of train operations, shall likewise be deemed a project expense.

ARTICLE X. Subsequent to the award of any contract or contracts by Local Agency, and before any work is started on this project, a conference shall be held between the representatives of the Local Agency, the Railroad and the interested contractor(s), at a time and place as designated by the Local Agency's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

Such schedule of operations will provide sufficient lead-time for the parties to order and assemble their respective materials.

ARTICLE XI. The Railroad will not assemble its materials nor begin its work without written authorization from the Local Agency to proceed. Upon receipt of authorization, the Railroad shall promptly commence to assemble the necessary materials and, as soon as possible thereafter, arrange to perform its work consistent with the schedule of operations adopted and in accordance with the approved plans and specifications, and shall notify, in writing, the agencies listed on Exhibit A before commencing work.

ARTICLE XII. The Local Agency agrees, to the extent it lawfully may, to indemnify the Railroad against and save it harmless from loss and damage to any property, and injury to or death of any persons, and from court cost and attorney's fees, and expenses incident thereto, arising out of any work to be performed hereunder by the Local Agency and caused by the negligence of Local Agency.

Local Agency shall require any contractor retained by Local Agency to perform work on Local Agency's behalf to obtain and execute a Right of Entry form, as set forth in Article VII, prior to entering upon Railroad's right-of-way indemnifying Railroad and saving it harmless from and against loss and damage to any property, and injury to or death of any persons, and from court costs and attorney's fees, and expenses incident thereto, arising out of the work the contractor will be performing on Local Agency's behalf.

ARTICLE XIII. The Railroad agrees to indemnify the Local agency against and save it harmless from loss and damage to any property, and injury to or death of any persons, and from court cost and attorney's fees, and expenses incident thereto, arising out of any work to be performed hereunder by Railroad and caused by the negligence of Railroad or its officers, agents or employees.

ARTICLE XIV. The Railroad shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The Railroad, for the performance of its work as herein contemplated, may bill the Local Agency monthly for the Local Agency's share of the costs and expenses incurred, including the cost of materials (including applicable sales, excise or value-added taxes) purchased, delivered and stored on the Railroad's property but not yet installed, provided said materials are designated for exclusive use on this project. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed, plus allowable additives. The Local Agency, after verifying that the bills are reasonable and proper, shall promptly reimburse the Railroad for 100% of the amount billed. Payment under this paragraph shall not be claimed for any bill totaling less than \$500. It is the intention of this Agreement that the Local Agency shall be solely responsible for all costs and

expenses incurred under this Agreement for all work performed by Railroad and its subcontractors and Local Agency and any subcontractors.

The Railroad, upon completion of its work, shall promptly render to the Local Agency a detailed final statement of its actual expense as incurred. After the Local Agency has checked the final statement and verified that it is reasonable and proper, insofar as they are able to ascertain, the Local Agency shall then reimburse the Railroad an amount, less previous payments, if any, equal to 100% of the amount of the Local Agency's share as billed. After The final inspection of the installation has been made, and the Local Agency, or at Local agency's request, the State, has audited the expenses as incurred by the Railroad, the Local Agency shall bill the Railroad for, and the Railroad shall promptly refund, any item or items of expense found as not being eligible for reimbursement.

For the purpose of this Article, the Local Agency's share of any costs and expenses shall be deemed to include all funds advanced to, or to be reimbursed to, Local Agency, regardless of source, for the purpose of defraying the cost and expense of this improvement project.

ARTICLE XV. The improvements contemplated herein shall be placed in service immediately after the same are complete, pending final inspection by representatives of the parties hereto and representatives of any participating State and/or Federal Agencies if State and/or Federal funds are utilized. The Local agency shall notify Railroad of the date on which the completed improvements will be ready for final inspection.

ARTICLE XVI. After completion of the work contemplated under this agreement, the Local Agency, at its sole cost and expenses, shall operate and own and perpetually maintain or cause to be maintained the roadway and appurtenances constructed pursuant to this agreement. For the purpose of this Article, it is agreed maintenance shall include, but not limited to, routine inspections and repairs and any future rehabilitation, renewal and/or replacement of the roadway and appurtenances, traffic signal preemption and communication equipment including the interconnection wire between control houses (except for those items located within the RAILROAD control house), in whole or part as may be needed.

ARTICLE XVII. In the event that delays or difficulties arise in securing necessary State or Federal approvals, or in acquiring rights of ways, or in settling damage claims, or for any other cause which in the opinion of the Local Agency renders it impracticable to proceed with the construction of the project, then at any time before the construction is started, Local Agency may serve formal notice of cancellation upon the Railroad and this agreement shall thereupon terminate. In the event of cancellation, Local Agency shall reimburse the Railroad for all eligible cost and expense incurred by the Railroad prior to receipt of notice of cancellation and payment by Local Agency.

ARTICLE XIX. This agreement shall be binding on the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in three counterparts, each of which shall be considered and original, by their fully authorized officials as of the day and date first written above.

WITNESS

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Title:

Chad A Anderson
Southern Regional Chief Engineer

ATTEST:

ACCEPTED:

CITY OF MOBILE

By: _____

Title:

Title:

EXHIBIT A

IDENTIFICATION:

RAILROAD: Illinois Central Railroad Company

RR MILEPOST: Beaumont Subdivision approximate MP 8.5

ROAD NAME: Ziegler Boulevard

LOCATION Mobile, Alabama

EXISTING CONDITIONS:

No existing roadway on Railroad Right of Way

DESCRIPTION OF WORK TO BE PERFORMED BY RAILROAD:

1. Install new interconnected automatic warning system (at project expense)(estimate is marked as exhibit C)
2. Furnish flagmen as required (at contractor's expense).
3. Facility relocation, as required, for the roadway and appurtenances (at project's expense).
4. Incidental work necessary for completion of above.

DESCRIPTION OF WORK TO BE PERFORMED BY LOCAL AGENCY:

1. Construction of roadway and appurtenances, in accordance with plans and specifications to be prepared by Local Agency and approved by Railroad.
2. Incidental work necessary for completion of above.

ESTIMATED COST: \$ 621,394

RAILROAD's SHARE OF COST: NONE \$ 0

LOCAL AGENCY'S SHARE OF COST: 100% \$621,394

NOTIFY BEFORE COMMENCING WORK:

Illinois Central Railroad Company
c/o Mr. J. L. Glause
Senior Manager of Engineering
P.O. Box 2600
Jackson, MS 39207
ph. (901)789-6360

SUBMIT PLANS TO:

Illinois Central Railroad Company
c/o Mr. J. W. Dinning
Manager Public Works
P.O. Box 2600
Jackson, MS 39207
ph. (601)914-2658

EXHIBIT B

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non Railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations. The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property. Any accidents / incidents occurring on Railroad Company property, that result in or had the potential of causing serious injury, lost work days, vehicle or property damage must be reported to the Railroad Company representative within 24 hours. All such incidents will be fully investigated by the Licensee and/or their contractor. The Licensee shall subsequently provide a written report to Engineering Manager of Railroad Company, or their authorized representative, within seven (7) days detailing the nature of the incident, the cause(s), regulatory authorities notified, and a specific action plan to prevent recurrence.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special

Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company

does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

IMPORTANT NOTICE TO OBTAIN ROE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called Licensee) to **Licensee NAME** attn. **NAME AND ADDRESS** telephone **NUMBER**, (hereinafter called Licensee), effective the date this License was signed by Railroad Company, license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of near Forest Dale Drive Railroad between 8.5 and 9.5 on Beaumont Subdivision for purposes related to **WORK TO BE DONE** in or near Mobile, AL on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$1,000.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. Comprehensive General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name "Illinois Central Railroad Company and its Parents." as additional insureds in the following form:

Illinois Central Railroad Company
Attn: CN Mgr Insurance, Insurance Department
935 de La Gauchetiere St W
Montreal, Quebec H3B 2M9, Canada
514-399-6411 (office); 514-399-4296 (FAX)

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance

of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, **this License shall terminate on DATE.**

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

John Dinning

Manager of Public Works

Date signed: _____

ACCEPTED:

NAME

By: _____

Print Name: _____

Title: _____

Date signed: _____

REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY

(Hereinafter called "Railroad")
(Revised: Effective December 4th, 2018)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required any time any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the Railroad property within twenty-five (25) feet horizontally of the centerline of any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, Railroad reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property and safety of any person.

Cable Location

A cable location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The cost for a cable location is \$350.00, and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted, including check for prepayment based on the number of days and hours flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Request for Flagging Services and Cable Location U.S.

Requests and inquiries must be directed to:

Flagging-US

17641 South Ashland Ave.

Homewood, IL 60430

Flagging_US@CN.CA

Is this a continuation of an existing project? Yes No

If YES, please provide your Service Order # _____

All blanks below must be completely filled in before any flagman request will be honored.
Work Authorization: _____

Right of Entry/License/Permit No.: _____ Dated: _____

Railroad: _____

Does your Right of Entry/License/Permit require a Railroad Cable Locate? Yes ☐ No ☐

You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Project Information:

Please submit a detailed map of the location where protection is being requested.

Street Location/Intersection _____ City/State _____

Railroad Milepost _____ Railroad Subdivision _____

Description of work being performed: _____

Location for flagman to report: _____

Name of Site Contact: _____ Site Contact Phone: () - Alt: () -

Requested Dates/Times:

Dates requested are subject to flagman availability. Minimum 5 business days advance notice required.

Requested Dates for Flagging Protection: _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

*Flagmen start and end time may vary based on type of protection required.

Billing Information:

All blanks spaces must be filled out

Company Name: _____ Requestor Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

CN required online training must be completed before Flagman Protection will be scheduled.

Prepayment must be received before Flagging Protection will be scheduled. There is an 8 hour minimum per day. The base rate per day for Flagman Protection is \$1,300.00 for 10 hours; this includes 2 overtime hours for flagman to set up/take down protection if needed. Additional overtime hours must be prepaid at the rate of \$150.00 per hour.

Weekends and Holidays must be prepaid at the overtime rate with a \$1,500.00 / 10 hour minimum. Any prepayment for additional days or overtime not used can be refunded.

Railroad Cable Location must be prepaid, the cost is \$350.00 per locate.

Separate Checks must be issued for Flagging Protection and Cable Location. Checks should be made payable to the railroad subsidiary listed on your Right of Entry/Permit/License or Formal Agreement

Company Phone: _____ Company Fax: _____ E-Mail: _____

THIS COMPLETED FORM MUST BE SENT WITH A MAP, PREPAYMENT CHECK(S), AND PROOF OF INSURANCE TO:

EXHIBIT A

PHOTO OF AREA

US-FLAGGING / 17641 SOUTH ASHLAND AVE. HOMEWOOD, IL 60430

I agree to pay for flagging services as requested:

(SIGN AND PRINT NAME)

EXHIBIT C

ILLINOIS CENTRAL RAILROAD COMPANY

A WHOLLY OWNED SUBSIDIARY OF

CANADIAN NATIONAL RAILWAY COMPANY

HIGHWAY-RAIL GRADE CROSSING SIGNAL ESTIMATE

Roadway Name:	Forest Dale Dr	Date:	May 17, 2019
Location:	Mobile, AL		
Railroad Region:	Southern		
Railroad Subdivision:	Beaumont	Est:	19-E011
Railroad Milepost:	009.01		
DOT Crossing No.:	304250E	Prepared By:	Todd Ferguson

Description of Work: Install new pre-wired bungalows with constant warning time equipment at Forest Dale Drive and Honor Street to accommodate for the roadway traffic project along Zeigler Blvd which requires an advance preemption traffic interconnect.

MATERIALMISCELLANEOUS MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Backfill	200	TON	\$ 85.00	\$ 17,000.00
Signal Material	2	LOT	\$ 1,000.00	\$ 2,000.00
17kw Generator Assembly	2	EACH	\$ 7,200.00	\$ 14,400.00
Conduit	1	LOT	\$ 10,000.00	\$ 10,000.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 43,400.00

CROSSING PACKAGE MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Pre-wired Aluminum Bungalow, 8'x10'	1	EACH	\$ 29,000.00	\$ 29,000.00
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	\$ 18,000.00	\$ 18,000.00
ElectrologiXS XP4, 1 Track (redundant)	1	EACH	\$ 17,000.00	\$ 17,000.00
ElectrologiXS XP4, 2 Track (redundant)	1	EACH	\$ 22,200.00	\$ 22,200.00
ElectrologiXS, Repeater	1	EACH	\$10,800.00	\$ 10,800.00
DC Code Isolation Unit	2	EACH	\$ 830.00	\$ 1,660.00
XIP-20B Interface Panel, wall mount & cable	4	EACH	\$ 500.00	\$ 2,000.00
Relay, ST	6	EACH	\$ 600.00	\$ 3,600.00
Relay Rack 1 position	2	EACH	\$ 150.00	\$ 300.00
Relay Rack 4 position	2	EACH	\$ 700.00	\$ 1,400.00
DAU crossing monitor	2	EACH	\$ 2,070.00	\$ 4,140.00
WSDMM module	2	EACH	\$ 4,500.00	\$ 9,000.00
Modem, Cellular	2	EACH	\$ 3,375.00	\$ 6,750.00
Convertor, 12VDC/12VDC	2	EACH	\$ 1,431.00	\$ 2,862.00
Antenna with 36" Pole Kit	2	EACH	\$ 1,500.00	\$ 3,000.00
Narrow-band shunt, multifrequency	5	EACH	\$ 500.00	\$ 2,500.00
Simulated Track Inductor	2	EACH	\$ 50.00	\$ 100.00
Shunt/Coupler Enclosure	5	EACH	\$ 550.00	\$ 2,750.00
Bidirectional Simulation Coupler	1	EACH	\$ 700.00	\$ 700.00
Rectifier, NRS HF-MAX 80A	5	EACH	\$ 1,480.00	\$ 7,400.00
Battery, Ni-Cad, SPL 250 AH	32	EACH	\$ 200.00	\$ 6,400.00
Battery, Ni-Cad, SPL 340 AH	20	EACH	\$ 275.00	\$ 5,500.00
Track Wire, 2c#6	900	FEET	\$ 1.63	\$ 1,467.00
Power Cable, 3c#6	100	FEET	\$ 3.21	\$ 321.00
Signal Cable, 5c#6	800	FEET	\$ 3.40	\$ 2,720.00
Cable, 12c14	11800	FEET	\$ 2.00	\$ 23,600.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 185,170.00
				=====
TOTAL MATERIAL				\$ 228,570.00

LABORSIGNAL LABOR

<u>Item</u>	<u>Gang Days</u>	<u>Cost/Day</u>	<u>Cost</u>
6-man Gang	30	\$ 2,500.00	\$ 75,000.00
=====			
SUBTOTAL SIGNAL LABOR			\$ 75,000.00

MISCELLANEOUS LABOR

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Preliminary Engineering	1	L.S.	\$ 4,000.00	\$ 4,000.00
Construction Engineering	1	L.S.	\$ 300.00	\$ 300.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 4,500.00

TOTAL LABOR =====
\$ 79,500.00

OTHER

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Contractor/Rented Equipment	1	L.S.	\$ 18,750.00	\$ 18,750.00
Directional Boring (By Others)	250	FT	\$ 41.00	\$ 10,250.00
Freight on Crossing Package	1	L.S.	\$ 10,000.00	\$ 10,000.00
Construction Engineering (Contracted)	1	L.S.	\$ 20,500.00	\$ 20,500.00
Per Diem/Business Expense	1	L.S.	\$ 45,000.00	\$ 45,000.00
Sales Tax on Material	1	L.S.	\$ 12,962.00	\$ 12,962.00
				=====
TOTAL OTHER				\$ 117,462.00

TOTAL DIRECT COSTS =====
\$ 425,532.00

Forest Dale Dr

Page 4

Mobile, AL

19-E011

FHWA ADDITIVES

Material		\$ 228,570.00	
Material Additive	5.00%		\$ 11,429.00
Signal Labor		\$ 75,000.00	
Signal Labor Additive	231.99%		\$ 173,993.00
Engineering Labor		\$ 4,300.00	
Engineering Labor Additive	231.99%		\$ 9,976.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	231.99%		\$ 464.00
Other		\$ 117,462.00	
		=====	=====
TOTAL DIRECT COSTS		\$ 425,532.00	
TOTAL FHWA ADDITIVES			\$ 195,862.00
			=====
GRAND TOTAL FHWA BASIS			\$ 621,394.00



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Scott Kearney, IT Director

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide intern services for the MIT department.

Amount of Contract:

NTE \$18,436.00

Funding Source

Project #

Project String 10045000.42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
MIT	Pearson, Mark	Approved	11/21/2019 - 12:04 PM
Budget	Sapp, Celia	Approved	11/21/2019 - 11:31 AM
Legal	Kern, Chris	Approved	11/21/2019 - 1:21 PM
Legal	Kern, Chris	Approved	11/21/2019 - 1:21 PM
Mayors Office	Wesch, Paul	Approved	11/21/2019 - 1:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approval of Issuance of Purchase Order to Emergency Equipment Professionals, Inc., for 2020 Pierce Fire Ladder Truck.

Amount of Contract:

\$1,314,396.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	11/21/2019 - 1:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Relya Mallory,
Capital Projects Administrator

Sponsored by:

Mayor Sandy Stimpson
Councilman C.J. Small

Purpose and Scope of Project:

To transfer needed funds from Capital Project #CON03 Contingency Fund-District 3 to Grant Fund G-NFWFII National Fish and Wildlife Fund.

Amount of Contract:

\$20,000

Funding Source

Project # CON03 Contingency Fund-District 3

Project String 20002000.94070

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	11/21/2019 - 1:15 PM
Capital	Mallory, Relya	Approved	11/21/2019 - 1:15 PM
Mayors Office	Wesch, Paul	Approved	11/21/2019 - 1:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Purpose and Scope of Project:

To provide consulting services for the redevelopment of the Mobile Civic Center

Amount of Contract:

\$25,000.00

Funding Source

Project # Mobile Civic Center - Project Development
Consulting PL-220-16 **Discretionary Funds**

Project String C0381 (20002000-42200) **Contract Number:**2499

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	11/21/2019 - 12:13 PM
Capital	McMillan, Marilyn	Approved	11/21/2019 - 12:46 PM
Legal	Kern, Chris	Approved	11/21/2019 - 1:18 PM
Mayors Office	Wesch, Paul	Approved	11/21/2019 - 1:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Accept Quitclaim Deeds from Alabama Shipyard, LLC, Alabama State Port Authority, and Austal USA, LLC for the right-of-way easement to Dunlap Drive at Pinto Pass Bridge.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Wesch, Paul	Approved	11/21/2019 - 1:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
file

Type
Cover Memo

Upload Date
10/23/2019

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/23/2019 -
11:49 AM

RESOLUTION

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:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION
OF MCGOWIN AVENUE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of a resolution assenting to the vacation of McGowin Avenue.

The adoption of such resolution will be considered by the Mobile City Council on the 26th day of November, 2019, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street. Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert, City Clerk

October 8, 2019

VIA HAND DELIVERY

Mary Ann Merchant
Office of the City Clerk
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36602

Re: MFBS Corporation / Scotch & Gulf Lumber, LLC - Vacation of McGowin Avenue

Dear Ms. Merchant:

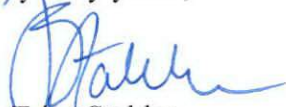
Enclosed please find the following pertaining to MFBS Corporation's and Scotch & Gulf Lumber, LLC's Petition to vacate McGowin Avenue:

1. Original executed Declaration of Vacation of Right-of-Way;
2. Resolution of the City Council assenting to the vacation of McGowin Avenue;
3. MAWSS consent letter;
4. AT&T consent letter;
5. Spire consent letter;
6. Comcast Cable consent letter; and
7. Alabama Power consent letter.

Please let me know the advertising costs to publish notice in the local paper. Once I have the advertising costs, I will deliver to you a check for that amount, along with a check for the vacation fee.

Please let me know if you need anything further.

Very truly yours,



D. Trice Stabler

DTS/kl

Enclosure

{05054925.1}

RESOLUTION

WHEREAS, SCOTCH & GULF LUMBER, LLC, an Alabama limited liability company (“SGL”), and MFBS CORPORATION, an Alabama corporation (“MFBS,” and together with SGL, the “Petitioners”), are the owners of all that real property abutting on each side of the 50’ public right-of-way known as McGowin Avenue in the City of Mobile, State of Alabama, more particularly described on Exhibit A attached hereto and depicted on the survey attached hereto as Exhibit B; and

WHEREAS, a portion of the public right-of-way known as McGowin Avenue was vacated prior to the date hereof pursuant to that certain Resolution of the City Council of Mobile adopted March 28, 2000 and recorded in the Office of the Judge of Probate of Mobile County, Alabama at book 4822, page 1612; and

WHEREAS, the Petitioners have jointly submitted that certain “Petition For Vacation of Right-of-Way Pursuant to Code of Alabama Section 23-4-1 et seq.” (the “Petition”) requesting the City Council of Mobile, Alabama to assent to the vacation of the remaining portion of the 50’ public right-of-way known as McGowin Avenue, more particularly described on Exhibit A attached hereto and depicted on the survey attached hereto as Exhibit B; and

WHEREAS, said vacation will not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if said vacation had not occurred

WHEREAS, notice of the hearing of said vacation was provided in accordance with applicable law, including publication in the Mobile Press-Register or other newspaper of general circulation in the City of Mobile, Alabama; and

WHEREAS, the City Council finds that McGowin Avenue is not needed as a public right-of-way in the City of Mobile, Alabama; and

WHEREAS, the City Council finds that it is in the interest of the public that McGowin Avenue be vacated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE ALABAMA, that the City of Mobile does hereby express and evidence its assent to the vacation of the public right-of-way known as McGowin Avenue described on Exhibit A attached hereto and depicted on the survey attached hereto as Exhibit B, subject to the following reservations:

- (a) Spire Alabama, Inc. shall have the right to continue to maintain, extend, and enlarge its lines, equipment, and facilities located within or adjacent to McGowin Avenue to the same extent as if the vacation had not occurred;
- (b) Mobile Area Water & Sewer System of the City of Mobile shall have the right to continue to maintain, extend, and enlarge its lines, equipment, and facilities located within or adjacent to McGowin Avenue to the same extent as if the vacation had not occurred; and
- (c) Alabama Power Company shall have all rights and privileges necessary to allow it to continue to maintain, extend, and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title, and interests held by Alabama Power Company with respect to McGowin Avenue

under any statute or other law or under any conveyance or agreement, whether recorded or unrecorded, including, without limitation, all rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment, and facilities now or hereafter located within or adjacent to McGowin Avenue; and the right of ingress and egress to and from said lines, equipment, and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of Alabama Power Company, would interfere with said lines, equipment or facilities; and the right to prohibit use of McGowin Avenue in a manner which violates the National Electric Safety Code.

Notice of this Resolution shall be published in the Mobile Press-Register or other newspaper of general circulation in the City of Mobile, Alabama within fourteen (14) days of the date of adoption and a copy of this Resolution shall be filed with the Mobile County Probate Court.

The City Clerk of the City of Mobile is hereby authorized, empowered and directed to certify true copies of this resolution and attach such certified copies to the written declaration of vacation of the aforesaid public right-of-way and to deliver said document to the owners of the real property abutting said right0of-way hereby vacated.

ADOPTED: _____

CITY

CLERK

EXHIBIT A

Description of McGowin Avenue

Beginning at the Southernmost corner of Lot 1, MATHENY-STEM SUBDIVISION, as recorded in Map Book 74, Page 125 of the Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Conception Street Road, (50-foot public R\W), with the West right of way line of McGowin Avenue, (50-foot public R\W); Thence N-22°-24'-32"-E, along the West right of way line of said McGowin Avenue, for 218.91 feet; Thence Northeasterly, along the West right of way line of said McGowin Avenue and around a curve to the right having a radius of 2117.58 feet and a delta angle of 07°-47'-21", the chord of which bears N-26°-18'-13"-E for 287.66 feet, for an arc distance of 287.88 feet; Thence Northeasterly, along the Northern right of way line of said McGowin Avenue and around a curve to the right having a radius of 58.50 feet and a delta angle of 83°-00'-34", the chord of which bears N-70°-42'-42"-E for 77.53 feet for an arc distance of 84.75 feet; Thence S-30°-36'-31"-W, along the East right of way line of said McGowin Avenue, for 44.14 feet; Thence Southwesterly, along the East right of way line of said McGowin Avenue and around a curve to the left having a radius of 2067.58 feet and a delta angle of 08°-13'-59", the chord of which bears S-26°-29'-31"-W for 296.85 feet, for an arc distance of 297.10 feet; Thence S-22°-24'-32"-W, along the East right of way line of said McGowin Avenue, for 226.74 feet to a point at the intersection of the East right of way line of said McGowin Avenue with the North right of way line of aforesaid Conception Street Road; Thence N-57°-18'-08"-W, along the North right of way line of said Conception Street Road, for 50.82 feet to the Point of Beginning and containing 27649 square feet or 0.635 acres, more or less.

EXHIBIT B

Survey of McGowin Avenue

(attached)

**DECLARATION OF VACATION OF RIGHT-OF-WAY
IN THE CITY OF MOBILE, ALABAMA**

This Declaration of Vacation of Right-of-Way in the City of Mobile, Alabama is made effective as of the 4th day of October, 2019 by SCOTCH & GULF LUMBER, LLC, an Alabama limited liability company ("SGL"), and MFBS CORPORATION, an Alabama corporation ("MFBS," and together with SGL, the "Petitioners").

WITNESSETH:

WHEREAS, the Petitioners are the owners of all that real property abutting on each side of the 50' public right-of-way known as McGowin Avenue in the City of Mobile, State of Alabama, more particularly described on Exhibit A attached hereto and depicted on the survey attached hereto as Exhibit B; and

WHEREAS, a portion of the public right-of-way known as McGowin Avenue was previously vacated pursuant to that certain Resolution of the City Council of Mobile adopted March 28, 2000 and recorded in the Office of the Judge of Probate of Mobile County, Alabama at book 4822, page 1612; and

WHEREAS, the Petitioners have jointly submitted that certain "Petition For Vacation of Right-of-Way Pursuant to Code of Alabama Section 23-4-1 et seq." (the "Petition") requesting the City Council of Mobile, Alabama to assent to the vacation of the remaining portion of the 50' public right-of-way known as McGowin Avenue, more particularly described on Exhibit A attached hereto and depicted on the survey attached hereto as Exhibit B; and

WHEREAS, said vacation will not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Parties have provided notice of said vacation to all utility providers with utility lines, equipment or facilities in McGowin Avenue and all such utility providers have given their written consent to said vacation; and

WHEREAS, notice of said vacation was provided in accordance with applicable law, including publication in the Mobile Press-Register or other newspaper of general circulation in the City of Mobile, Alabama; and

WHEREAS, the City Council of Mobile, Alabama, has given its assent to the closing and vacating of McGowin Avenue by duly adopted resolution, a copy of which is attached hereto as Exhibit C (the “Resolution”) and filed for record herewith.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the foregoing premises, the Parties do each hereby declare the 50’ public right-of-way known as McGowin Avenue in the City of Mobile, State of Alabama, more particularly described on Exhibit A attached hereto and depicted on the survey attached hereto as Exhibit B, to be, and the same hereby is, vacated, and all public rights in said public right-of-way are hereby divested, subject to the assent of the Mobile City Council, which, by the Resolution attached hereto, has effected such vacation.

Notwithstanding the foregoing, the undersigned do hereby expressly reserve the following:

- (a) Spire Alabama, Inc. shall have the right to continue to maintain, extend, and enlarge its lines, equipment, and facilities located within or adjacent to McGowin Avenue to the same extent as if the vacation had not occurred;
- (b) Mobile Area Water & Sewer System of the City of Mobile shall have the right to continue to maintain, extend, and enlarge its lines, equipment, and facilities

located within or adjacent to McGowin Avenue to the same extent as if the vacation had not occurred; and

- (c) Alabama Power Company shall have all rights and privileges necessary to allow it to continue to maintain, extend, and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title, and interests held by Alabama Power Company with respect to McGowin Avenue under any statute or other law or under any conveyance or agreement, whether recorded or unrecorded, including, without limitation, all rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment, and facilities now or hereafter located within or adjacent to McGowin Avenue; and the right of ingress and egress to and from said lines, equipment, and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of Alabama Power Company, would interfere with said lines, equipment or facilities; and the right to prohibit use of McGowin Avenue in a manner which violates the National Electric Safety Code.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Declaration to be executed effective as of the date first set forth above.

SCOTCH & GULF LUMBER, LLC, an Alabama liability company

By: Frederick T. Stimpson, III
Name: Frederick T. Stimpson, III
Title: President

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Frederick T. Stimpson, III, whose name as President of SCOTCH & GULF LUMBER, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this the 4th day of October, 2019.

James W. Stewart
Notary Public

My commission expires: 3/25/20

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MFBS CORPORATION, an Alabama corporation

By: Robert M. Shackleford
Name: Robert M. Shackleford, III
Title: Authorized Representative

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Robert M. Shackleford, III, whose name as Authorized Representative of MFBS CORPORATION, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 3rd day of October, 2019.

Thomas W. Stewart
Notary Public

My commission expires: 3/25/20

This instrument prepared by:

D. Trice Stabler
Maynard, Cooper, & Gale, P.C.
RSA Battle House Tower
11 North Water Street, Suite 24290
Mobile, Alabama 36602
(251) 432-0001

EXHIBIT A

Description of McGowin Avenue

Beginning at the Southernmost corner of Lot 1, MATHENY-STEM SUBDIVISION, as recorded in Map Book 74, Page 125 of the Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Conception Street Road, (50-foot public R\W), with the West right of way line of McGowin Avenue, (50-foot public R\W); Thence N-22°-24'-32"-E, along the West right of way line of said McGowin Avenue, for 218.91 feet; Thence Northeasterly, along the West right of way line of said McGowin Avenue and around a curve to the right having a radius of 2117.58 feet and a delta angle of 07°-47'-21", the chord of which bears N-26°-18'-13"-E for 287.66 feet, for an arc distance of 287.88 feet; Thence Northeasterly, along the Northern right of way line of said McGowin Avenue and around a curve to the right having a radius of 58.50 feet and a delta angle of 83°-00'-34", the chord of which bears N-70°-42'-42"-E for 77.53 feet for an arc distance of 84.75 feet; Thence S-30°-36'-31"-W, along the East right of way line of said McGowin Avenue, for 44.14 feet; Thence Southwesterly, along the East right of way line of said McGowin Avenue and around a curve to the left having a radius of 2067.58 feet and a delta angle of 08°-13'-59", the chord of which bears S-26°-29'-31"-W for 296.85 feet, for an arc distance of 297.10 feet; Thence S-22°-24'-32"-W, along the East right of way line of said McGowin Avenue, for 226.74 feet to a point at the intersection of the East right of way line of said McGowin Avenue with the North right of way line of aforesaid Conception Street Road; Thence N-57°-18'-08"-W, along the North right of way line of said Conception Street Road, for 50.82 feet to the Point of Beginning and containing 27649 square feet or 0.635 acres, more or less.

EXHIBIT B

Survey of McGowin Avenue

(attached)

EXHIBIT C

Resolution

(attached)



July 31, 2019

Mr. D. Trice Stabler
Maynard, Cooper & Gale, P.C.
11 North Water Street, Suite 24290
Mobile, AL 36602

RE: Request to Vacate McGowin Avenue from Conception Street Road North to
Previous Vacated Portion of McGowin Avenue (RPB 4822 PG 1612)
Section 04, T4S-R1W

Dear Mr. Stabler:

We have reviewed the referenced vacation request and determined that a 10" diameter water main falls within the limits of the area to be vacated (McGowin Avenue). Consequently, our agreement to vacate this right-of-way is contingent upon the City of Mobile retaining said right-of-way as an easement for MAWSS.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Sincerely,

MOBILE AREA WATER & SEWER SYSTEM

A handwritten signature in blue ink that reads "Daryl B. Russell".

Daryl B. Russell, P.E.
Water & Sewer Engineering Manager

cc: A. Tyree



August 30, 2019

Maynard Cooper Gale
RSA Battle House Tower
11 North Water Street, Suite 24290
Mobile, AL 36602-5024

RE: MFBS Corporation/Vacation of McGowin Avenue

ATTN: Mr. D. Trice Stabler

Dear Mr. Stabler:

I have reviewed the documents that you emailed to me on 8/29/19. As we discussed during our telephone call, on the same date, we presently have a 20" steel gas main and a 1-1/4" plastic gas main located in the right-of-way that is proposed for vacation. When necessary, we will require future access to these lines to perform maintenance operations, etc. Additionally, because we have the 20" steel gas main located in this right-of-way, we have specific requirements regarding interaction with that gas main. These requirements are included as an attachment to this letter. With this understanding, we approve the vacation of the remaining portion of the McGowin Avenue right-of-way

Please feel free to contact me at (251) 450-4789, if you require further assistance.

Sincerely,
Spire Energy Corporation

A handwritten signature in black ink, appearing to read "Richard Jay".

Richard Jay
Area Manager | Construction Engineering
Gulf Coast, MS & AL State Operations

June 17, 2019

Donnie Little
Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607

Re: MFBS Corporation / Vacation of McGowin Avenue

Dear Mr. Little:

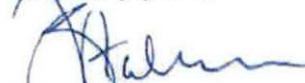
Our firm represents MFBS Corporation ("MFBS") and Scotch & Gulf Lumber, LLC ("SGL") in connection with their application to the City of Mobile (the "City") to vacate the 50' right-of-way known as McGowin Avenue (located near the intersection of Bay Bridge Road and Conception Street Road). A copy of the Petition for Vacation, including a survey of the subject roadway and surrounding area, is attached for your reference.

The City has provided preliminary approval of the proposed vacation, subject to the written consent of the utilities servicing the area. Pursuant to the directive from the City, MFBS and SGL are respectfully requesting the written consent of Comcast Cable to the vacation of McGowin Avenue. Please acknowledge your consent by executing below. Please return an executed copy of this letter to me at tstabler@maynardcooper.com.

If you have any questions, or if you need anything further, please let me know.

I thank you in advance for your assistance with this request.

Very truly yours,


Trice Stabler

DTS/kls

Enclosure

Consent Acknowledged:

COMCAST CABLE

By: Donnie Little
Name: DONNIE LITTLE
Title: CONSTRUCTION SPECIALIST II
Date: AUGUST 13, 2019



6/18/2019

RE: Maynard Cooper Gale

ATTN: Trice Stabler

Subject: McGowin Avenue, Vacation of rights

Dear Mr. Stabler,

Reference is made to your letter of June 17, 2019 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion McGowin Avenue. Details as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Yours truly,

A handwritten signature in blue ink, appearing to read "Eric Boykin", written over a light blue horizontal line.

Eric Boykin
Distribution Support Manager
ELBOYKIN@SOUTHERNCO.COM
251-694-2441

Merchant, Mary Ann

From: Merchant, Mary Ann
Sent: Friday, May 10, 2019 9:03 AM
To: tstabler@maynardcooper.com
Cc: Melton, Michelle; Hoffman, Bert; Kern, Chris
Subject: Vacation of McGowin Avenue Avenue
Attachments: Contact Persons - Utility Companies.doc

Mr. Stabler:

Your request on behalf of MFBS Corporation for the vacation of the remaining segment of McGowin Avenue has been tentatively approved by the City of Mobile subject to the following conditions:

- The parcel across Conception Street is considered an abutting owner and they must sign also sign the declaration of vacation.
- The ROW vacation fee is \$7,465.23. This must be paid before the public hearing. Check can be made payable to the City of Mobile.

You should now proceed to obtain the written consent of every utility company (I have attached a list of contact persons). Upon receiving these consents, please prepare a resolution to be adopted by the Mobile City Council assenting to the vacation of this property and a declaration of vacation signed by all abutting and affected property owners.

After the documents you submit are reviewed and approved by our Legal and Engineering Departments, the City Council will schedule a public hearing to consider approval of the vacation. The applicant is responsible for the advertising costs. I will advise you of the exact costs after you submit the required documents.

Please call me if you have any questions.

Mary Ann Merchant, CMC
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
251-208-7414

Merchant, Mary Ann

From: McMillan, SR, Darryl
Sent: Thursday, May 09, 2019 11:12 AM
To: Merchant, Mary Ann
Cc: McMillan, SR, Darryl
Subject: FW: Vacation of McGowin Avenue

We approved the request..

From: Johnson, Dennis
Sent: Thursday, May 09, 2019 9:43 AM
To: McMillan, SR, Darryl
Subject: RE: Vacation of McGowin Avenue

On May 8, 2019 I took a second look at the map and area of the McGowin Avenue Property Vacation. As of May 8th 2019 at 1500 hours the Property Vacation is approved.

Cpl. Dennis E. Johnson

*Mobile Police Department
Special Operations Division
Traffic Safety Unit
Office (251)208-1220
Dennis.johnson@cityofmobile.org*

From: McMillan, SR, Darryl
Sent: Wednesday, May 08, 2019 1:22 PM
To: Johnson, Dennis
Cc: McMillan, SR, Darryl
Subject: FW: Vacation of McGowin Avenue

?????????

From: Merchant, Mary Ann
Sent: Wednesday, May 08, 2019 11:24 AM
To: Hoffman, Bert; Sealy, P M; McMillan, SR, Darryl
Subject: FW: Vacation of McGowin Avenue

Haven't heard from you on this one!

Mary Ann Merchant, CMC
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
251-208-7414

From: Merchant, Mary Ann
Sent: Wednesday, March 20, 2019 3:01 PM
To: Amberger, Nicholas; Davis, George; Hardin, Tommy; Hoffman, Bert; McMillan, SR, Darryl; Sealy, P M; Toler, Peter;

Merchant, Mary Ann

From: Penn, D M
Sent: Wednesday, May 08, 2019 2:04 PM
To: Merchant, Mary Ann
Cc: Sealy, P M; Lami, Jeremy P; Morris, J; Allen, Samuel; May, James
Subject: Fw: Vacation of McGowin Avenue

Our office should have no objection to the vacation of McGowin Ave. as a public right of way; with the condition that the paved surface, which is the sole fire access road for structures on the property, be maintained as a private fire access road as defined by code.

Respectfully,

Dwayne M. Penn, Sr.

Dwayne M. Penn Sr.
District Chief
Community Risk Reduction Specialist
Mobile Fire-Rescue Department
2851 Old Shell Road. Mobile, AL 36607
Office: 251-208-7484/251-208-7497
pennd@cityofmobile.org
"An Ounce of Prevention Is Worth A Pound of Cure"- Benjamin Franklin

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From: May, James
Sent: Wednesday, May 8, 2019 1:28 PM
To: Penn, D M
Cc: Allen, Samuel
Subject: Re: Vacation of McGowin Avenue

Chief,

Our office should have no objection to the vacation of McGowin Ave. as a public right of way; with the condition that the paved surface, which is the sole fire access road for structures on the property, be maintained as a private fire access road as defined by code.

Captain James I. May
Fire Inspector III
Mobile Fire Rescue Dept.
Bureau of Fire Prevention
2851 Old Shell Rd.
Mobile, AL 36607

Merchant, Mary Ann

From: Hardin, Tommy
Sent: Wednesday, March 27, 2019 2:31 PM
To: Merchant, Mary Ann; Amberger, Nicholas; Davis, George; Hoffman, Bert; McMillan, SR, Darryl; Sealy, P M; Toler, Peter; White, Jennifer; Melton, Michelle
Subject: RE: Vacation of McGowin Avenue

Mary Ann,

City Engineering has no objection(s) to the vacation of the remaining portion of McGowin Avenue at Conception Street Road.

Tommy Hardin
Professional Land Surveyor
Engineering Department
Capital Improvements
tommy.hardin@cityofmobile.org
(251) 208-6216 direct



From: Merchant, Mary Ann
Sent: Wednesday, March 20, 2019 3:01 PM
To: Amberger, Nicholas; Davis, George; Hardin, Tommy; Hoffman, Bert; McMillan, SR, Darryl; Sealy, P M; Toler, Peter; White, Jennifer; Melton, Michelle
Subject: Vacation of McGowin Avenue

Attached is a petition from attorney Trice Stabler for the vacation of McGowin Avenue, off of Conception Street Road. This was a condition of the Planning Commission. If you need to see the large plat, I have it in my office.

Please advise if you have any objections to this vacation.

Thanks.

Mary Ann Merchant, CMC
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
251-208-7414

Merchant, Mary Ann

From: White, Jennifer
Sent: Wednesday, March 27, 2019 3:03 PM
To: Merchant, Mary Ann
Subject: RE: Vacation of McGowin Avenue

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960

From: Merchant, Mary Ann
Sent: Wednesday, March 20, 2019 3:01 PM
To: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Davis, George <gdavis@cityofmobile.org>; Hardin, Tommy <tommy.hardin@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; McMillan, SR, Darryl <darryl.mcmillan@cityofmobile.org>; Sealy, P M <sealyp@cityofmobile.org>; Toler, Peter <peter.toler@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Melton, Michelle <michelle.melton@cityofmobile.org>
Subject: Vacation of McGowin Avenue

Attached is a petition from attorney Trice Stabler for the vacation of McGowin Avenue, off of Conception Street Road. This was a condition of the Planning Commission. If you need to see the large plat, I have it in my office.

Please advise if you have any objections to this vacation.

Thanks.

Mary Ann Merchant, CMC
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
251-208-7414



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

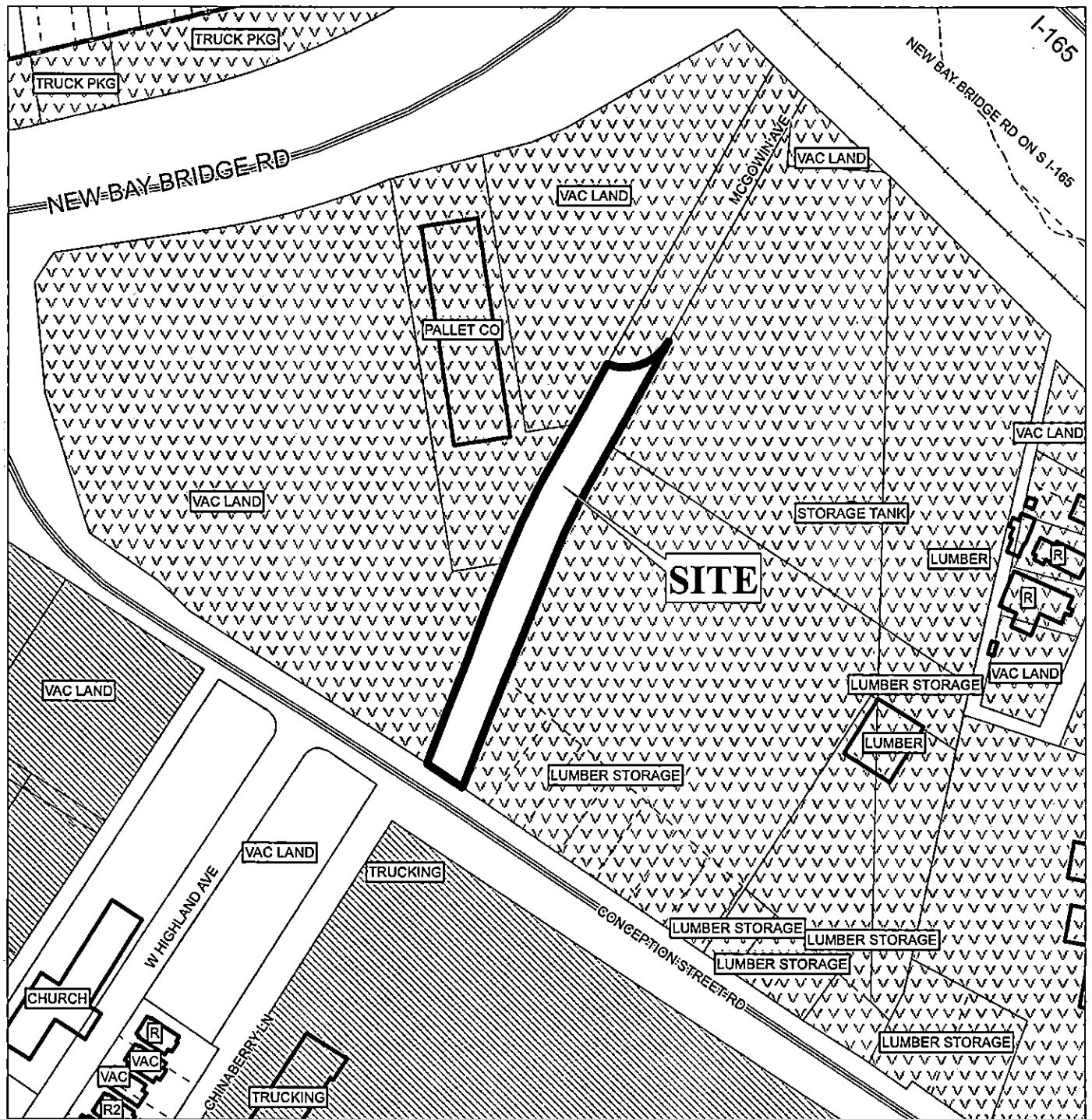
March 27, 2019

To: Mary Ann Merchant
C: File
Planning & Zoning
From: Bert Hoffman, Principal Planner
Re: Vacation of McGowin Avenue

The proposed vacation request is for a remaining segment of McGowin Avenue, which is an improved right-of-way, approximately 50 feet by 505 feet, extending from Conception Street Road to the Northeast. A further portion of McGowin Avenue was vacated in March 2000.

Due to the Tentative Approval of a two-lot Subdivision by the Planning Commission at its February 7, 2019 meeting, which required the vacation of the remainder of McGowin Avenue as a condition of approval, the Planning and Zoning Department has no objection to the vacation request as submitted. The Subdivision process cannot be completed until the right-of-way vacation is approved.

ROW VACATION REQUEST



DATE March 28, 2019

	R-A		R-3		T-B		B-2		B-5		MUN		SD-WH		T5.1
	R-1		R-B		B-1		B-3		I-1		OPEN		T3		T5.2
	R-2		H-B		LB-2		B-4		I-2		SD		T4		T6





AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

fee

Cover Memo

10/23/2019

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/23/2019 -
11:52 AM

RESOLUTION

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:

City Clerk

**NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY
FEE AS A CONDITION OF THE VACATION OF MCGOWIN AVENUE**

The City of Mobile has been requested to vacate McGowin Avenue. The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, November 26, 2019, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

PETITION TO VACATE MCGOWIN AVENUE ROW

SUMMARY OF PER SQUARE FOOT VALUE OF ABUTTING PARCELS USING MOBILE COUNTY REVENUE COMMISSIONER ASSESSED VALUES AND MAP OF SQUARE FOOTAGE

PARCEL KEY#	SQ FT	VALUE	PER SQ FT
1949654	215,997	\$49,600	.23
2761032	50,888	\$17,500	.34
2761041	73,384	\$25,300	.34
3015980	18,237	\$4,200	.23
2443163	106,762	\$36,800	.23
2983454	160,158	\$36,800	<u>.23</u>
			1.6

1.6 divided by 6 = .27 (average square foot value of abutting parcels)

ROW to be vacated sq. ft. per Petitioner survey 27,649

27,649 x .27(average sq. ft. value) = \$7,465.23

Prepared by CK, City Legal Department 5/6/19

Merchant, Mary Ann

From: Melton, Michelle
Sent: Monday, May 06, 2019 4:08 PM
To: Merchant, Mary Ann
Subject: FW: Petition for Vacation of McGowin Ave. ROW
Attachments: McGowin ROW chart.pdf

Good Afternoon, Mary Ann:

See below. The Petition regarding the McGowin ROW Vacation is complete after all. The ROW vacation fee is \$7,465.23. The next step is for P&Z to have the hearing, right? Thank you! Have a good evening!

Michelle

From: Kern, Chris
Sent: Monday, May 06, 2019 3:45 PM
To: Melton, Michelle
Subject: RE: Petition for Vacation of McGowin Ave. ROW

I have reviewed the Petition for Vacation of Right of Way and have had some communications with the attorney for petitioner. The attached chart shows square footage and values from the Revenue Commissioner website. I ended up with the same net figure you did - \$7,465.23. Based on our discussion, I understand you are going to look into the next step in processing this petition. I am guessing the city clerk knows what to do. Let me know if you need further assistance from the legal department.



*Christopher Kern
Assistant City Attorney
Civil Division
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7718 - direct line
251-208-7322 - fax
chris.kern@cityofmobile.org*

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From: Melton, Michelle
Sent: Thursday, April 04, 2019 3:56 PM
To: Kern, Chris
Cc: Kessler, Florence
Subject: RE: Petition for Vacation of McGowin Ave. ROW

Great. Thanks.



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

City Clerk

Sponsored by:

Councilmember Richardson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

11/25/2019 -
11:14 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize Mayor to apply, accept, and receive funding from the United States Environmental Protection Agency (EPA) for a grant application for a Brownsfield Community Wide Assessment Grant, in the amount of \$300,000.00 to be used for developing specific cleanup plans, and developing reuse plans related to Brownfields sites.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$300,000.00

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	11/26/2019 - 3:22 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Chief Paul M. Sealy, Mobile Fire-Rescue Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive funding from the Alabama Department of Public Health, Office of EMS and the Alabama Medicaid Agency in the amount of \$46,000.00. There is a match requirement of 10% (\$4,600.00).

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$46,000.00

Matching Funds \$4,600.00

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	11/26/2019 - 3:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 664 Johnston Avenue - ME-101-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	11/26/2019 - 8:47 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 604 Peach Street - ME-549-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	11/26/2019 - 8:49 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 1360 St. Madar Street - ME-551-17

Discretionary Funds N

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	11/26/2019 - 8:50 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 1354 St. Madar Street - ME-553-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	11/26/2019 - 8:50 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/3/2019

Funding Source

Project # 907 Kendrick Drive - ME-056-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	11/26/2019 - 8:49 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - District 1 - Fred Richardson (cases 5)

Councilmember - District 2 - Levon Manzie (cases 7)

Councilmember - District 3 - C.J. Small (case 1)

Purpose and Scope of Project:

Assess cost for removal of weeds, Weed Lien Group #1598

Effective Date of Contract:

12/3/2019

Funding Source

Project # Weed Lien Group #1598

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	11/26/2019 - 8:55 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Paul M. Sealy, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

\$500.00

Funding Source

Project #

Project String 1100-1100-49320

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Sealy, Paul	Approved	11/25/2019 - 7:48 AM
Mayors Office	Wesch, Paul	Approved	11/26/2019 - 5:12 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson
Councilmember Frederick Richardson, Jr.

Purpose and Scope of Project:

To accept contract with McElhenney Construction Company, LLC

Amount of Contract:

\$465,147.09

Funding Source

Project # C0134

Project String 20002000.48010

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/25/2019 - 5:28 PM
Capital	McMillan, Marilyn	Approved	11/26/2019 - 11:40 AM
Legal	Hill, Ashton	Approved	11/26/2019 - 12:01 PM
Mayors Office	Wesch, Paul	Approved	11/26/2019 - 5:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:12/3/2019

Submitted by:

RELYA MALLORY
CAPITAL PROJECTS ADMINISTRATOR

Sponsored by:

MAYOR WILLIAM S. STIMPSON

Purpose and Scope of Project:

TO ALLOCATE \$450,000.00 OF FUNDS RECEIPTED INTO THE STORM WATER FEE ACCOUNT TO CAPITAL PROJECT C0446 MUNICIPAL STORM WATER FEES PROJECT. THESE FUNDS WILL BE USED TO PURCHASE DUMP TRUCKS, EXCAVATORS, AND ADDITIONAL STORM WATER MANAGEMENT ACTIVITIES.

Funding Source

Project # C0446 MUNICIPAL STORM WATER
FEES PROJECT

Discretionary Funds

Project String 40504050.32310

Contract Number:

Budget Amendment **REDUCE** \$450,000.00 **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Capital	McMillan, Marilyn	Approved	11/26/2019 - 11:02 AM
Capital	McMillan, Marilyn	Approved	11/26/2019 - 11:02 AM
Mayors Office	Wesch, Paul	Approved	11/26/2019 - 5:12 PM