



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, November 26, 2019, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Father Bura Koroba, SSJ, Most Pure Heart of Mary Catholic Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 19, 2019

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Margaret Hardeman, 1279 Glen Acre Drive East, for a waiver of the Noise Ordinance on December 15, 2019, from 1:00-5:00 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to consider the vacation of McGowin Avenue (District 2).

Public hearing to consider a vacation fee for the vacation of McGowin Avenue (District 2).

Public hearing to fix the costs for the demolition of the structure at 1716 Boykin Boulevard, \$2,200.00 (District 3).

Public hearing to fix the costs for the demolition of the structure at 1561 Greenlawn Drive, \$2,200.00 (District 4).

Public hearing to fix the costs for the demolition of the structure at 6955 Pope Lane (aka 6947 Pope Lane), \$1,600.00 (District 4).

Public hearing to fix the costs for the demolition of the structure at 6905 Chatman Road (aka Chapman Road), \$2,200.00 (District 4).

Public hearing to fix the costs for the demolition of the structure at 5727 Deerwood Drive North (aka 1540 Deerwood Drive West), \$2,200.00 (District 7).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Janice Bettis

Leavie King

Eddie Irby

Danny Corte

Reggie Hill

Jeffery Ray Jones

Joseph Seymour Jones

Don Comeaux

13. ORDINANCES HELD OVER

64-041 Rezone property located at 5569 Plantation Road (south side of Plantation Road, 210' east of U. S. Hwy. 90 West) from R-1 to B-3 (District 4).

14. RESOLUTIONS HELD OVER

40-979 Declare the structure at 1160 Persimmon Street a public nuisance and order it demolished (sponsored by Councilmember Manzie).

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).

21-1054 Authorize contract with Hernandez Demolition & Remediation, LLC for Mobile Civic Center - Limited Asbestos Abatement, \$39,357.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

60-1055 Approve Settlement Agreement and Release of Claims-Meggs (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-1056 Approve Settlement Agreement and Release of Claims-Wiggins (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

15. ORDINANCES BEING INTRODUCED

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

16. CONSENT RESOLUTIONS BEING INTRODUCED

08-1057 Approve bid for fuel for WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Procurement Department).

31-1058 Authorize grant application to the Office for Victims of Crime for the 2020 National Crime Victims' Rights Week Community Awareness Project, \$5,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Battiste, MPD).

40-1063 Fix the costs for the demolition of the structure at 1716 Boykin Boulevard, \$2,200.00 (sponsored by Councilmember Small).

40-1064 Fix the costs for the demolition of the structure at 1561 Greenlawn Drive, \$2,200.00 (sponsored by Councilmember Williams).

40-1065 Fix the costs for the demolition of the structure at 6955 Pope Lane (aka 6947 Pope Lane), \$1,600.00 (sponsored by Councilmember Williams).

40-1066 Fix the costs for the demolition of the structure at 6905 Chatman Road (aka Chapman Road), \$2,200.00 (sponsored by Councilmember Williams).

40-1067 Fix the costs for the demolition of the structure at 5727 Deerwood Drive North (aka 1540 Deerwood Drive West), \$2,200.00 (sponsored by Councilmember Gregory).

50-1068 Resolution determining the continuation of the Downtown Mobile Business Improvement District (sponsored by Councilmember Manzie).

58-1069 Authorize removal of weeds, Group #1601

60-1070 Determine contribution to the Deep South Region of the Antique Automobile Club of America serves a public purpose and approve payment, \$250.00 (sponsored by Councilmember Gregory).

60-1071 Determine contribution to the Southwest Mobile County Chamber of Commerce serves a public purpose and approve payment, \$5,000.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-1072 Determine expenditure to the Providence Hospital Foundation Festival

of Flowers serves a public purpose and approve payment, \$6,000.00 (sponsored by Councilmembers Daves, Rich & Gregory) (submitted by Rebecca Christian, Accounting Department).

60-1073 Determine contribution to Ozanam Charitable Pharmacy serves a public purpose and approve payment, \$1,000.00 (sponsored by Councilmember Manzie) (submitted by Rebecca Christian, Accounting Department).

60-1074 Determine contribution to the Village of Spring Hill serves a public purpose and approve payment, \$17,000.00 (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Department).

17. CIP RESOLUTIONS BEING INTRODUCED

18. RESOLUTIONS BEING INTRODUCED

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).

19. CALL FOR PUBLIC HEARINGS

41-1085 Call for public hearing to rezone property located at 1624 Springhill Avenue (north side of Springhill Avenue, 100' + east of USA Children's & Women's Parkway) from R-1 to B-2 (District 2) (scheduled for December 31, 2019).

20. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
3:22 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
3:23 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/20/2019 -
4:03 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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:

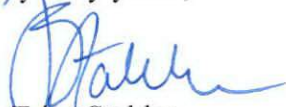
Enclosed please find the following pertaining to MFBS Corporation's and Scotch & Gulf Lumber, LLC's Petition to vacate McGowin Avenue:

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", written over a horizontal line.

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:

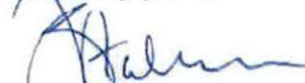
Our firm represents MFBS Corporation ("MFBS") and Scotch & Gulf Lumber, LLC ("SGL") in connection with their application to the City of Mobile (the "City") to vacate the 50' right-of-way known as McGowin Avenue (located near the intersection of Bay Bridge Road and Conception Street Road). A copy of the 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".

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

This e-mail transmission and/or attachment(s) contain information which may be confidential and/or privileged. The information is intended exclusively for the use of the individual(s) or entity named on this transmission. If you are not the intended recipient, any disclosure, copying, distribution or other use of the contents of this e-mail is strictly prohibited. If you are not the intended recipient and have received this in error, please notify sender immediately by return e-mail and delete this communication and destroy all copies. Thank you.

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

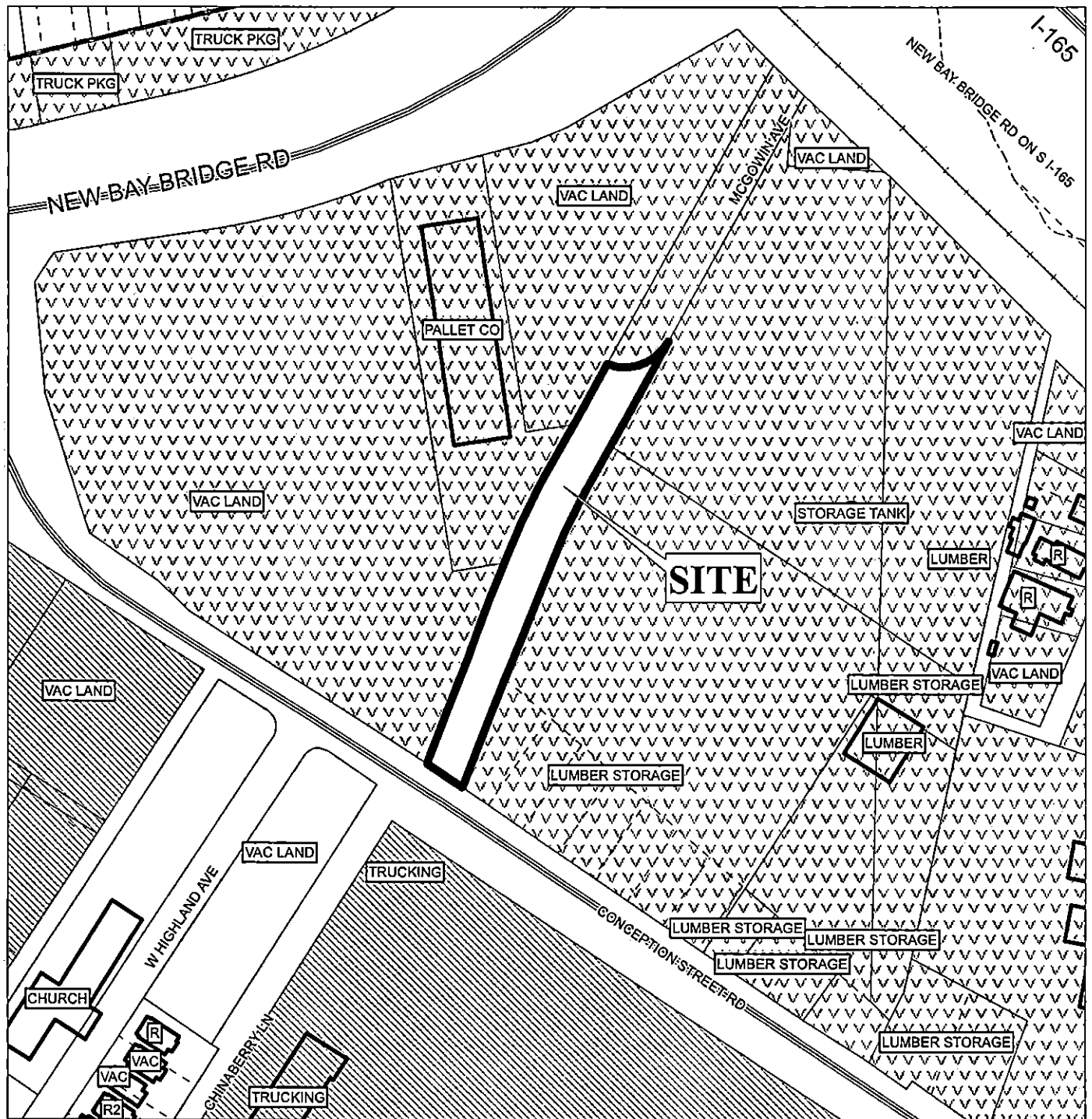
March 27, 2019

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:11/26/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
fee

Type
Cover Memo

Upload Date
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*

The information in this e-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this e-mail message. If you have received this e-mail in error, please notify the sender as soon as possible by return e-mail message or by telephone at (251) 208-7416. In addition, please delete the erroneously received message from any device/media where the message is stored.

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:11/26/2019

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

11/21/2019 -
3:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
2:14 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
2:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
2:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/20/2019 -
4:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
1:30 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
1:26 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
1:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
1:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
1:32 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
1:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/25/2019 -
12:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/14/2019 -
3:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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:

10/30/2019

Funding Source

Project # 1160 Persimmon Street - ME-041-19

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
Demolition - 1160 Persimmon Street	Cover Memo	10/22/2019

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/23/2019 - 2:21 PM

RESOLUTION

Sponsored by: Councilmember Levon C. Manzie – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **1160 Persimmon Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 6, 7, 8, 14, and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1160 Persimmon STREET** as:

**LOT 4 BLK 32 FISHER TRT DBK 22/332 #SEC 13 T4S R1W #MP29 06
13 0 002**

Parcel Number: 29 06 13 0 002 043

Last Assessed to: JONES TOMMY LEE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 21, 2019



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

A handwritten signature in black ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2019.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1160 PERSIMMON STREET.** OWNED BY OR MAY HAVE AN INTEREST: **JONES TOMMY LEE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 043

COUNCIL DISTRICT 2 – LEVON C. MANZIE

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile Blight Survey 2019

Report Date - 5/22/2019 6:47:29 PM

Property Address

1160 PERSIMMON ST

Property Details

Parcel Keyx	00717148	Local Historic Registry	
Status	Scored	National Historic Registry	
Blight Zone	THE BOTTOM / MLK HERITAGE	Council District	2
Structure Type	RESIDENTIAL	Flood Zone 2018/2019	X / X Shaded

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	N	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	2/1/2019 12:00:00 AM	Comments	Nuisance ab

Property Score

Score	77	Score Description	Demo
-------	----	-------------------	------

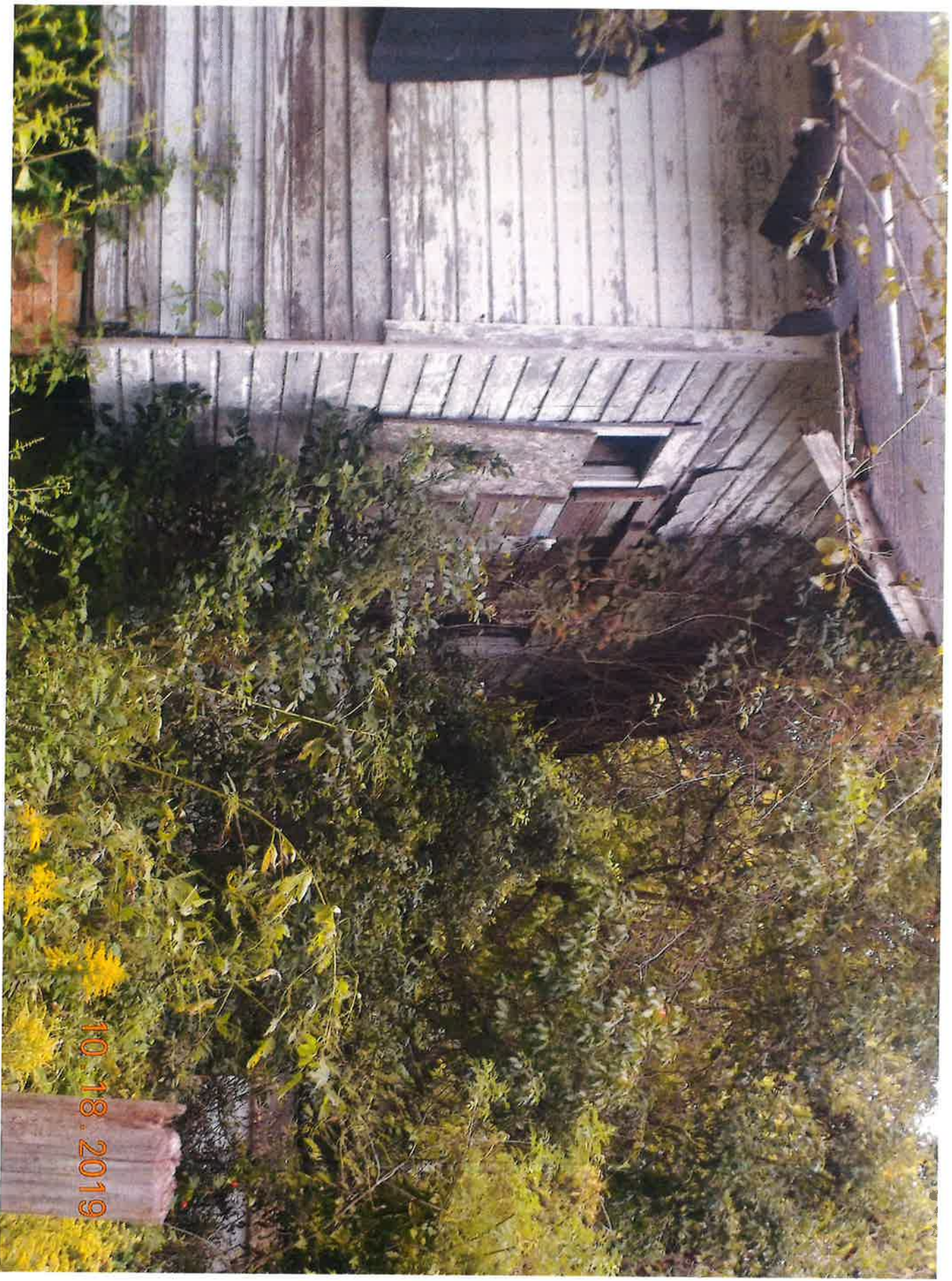
MEO: M. Davis

Date: 08/20/2019

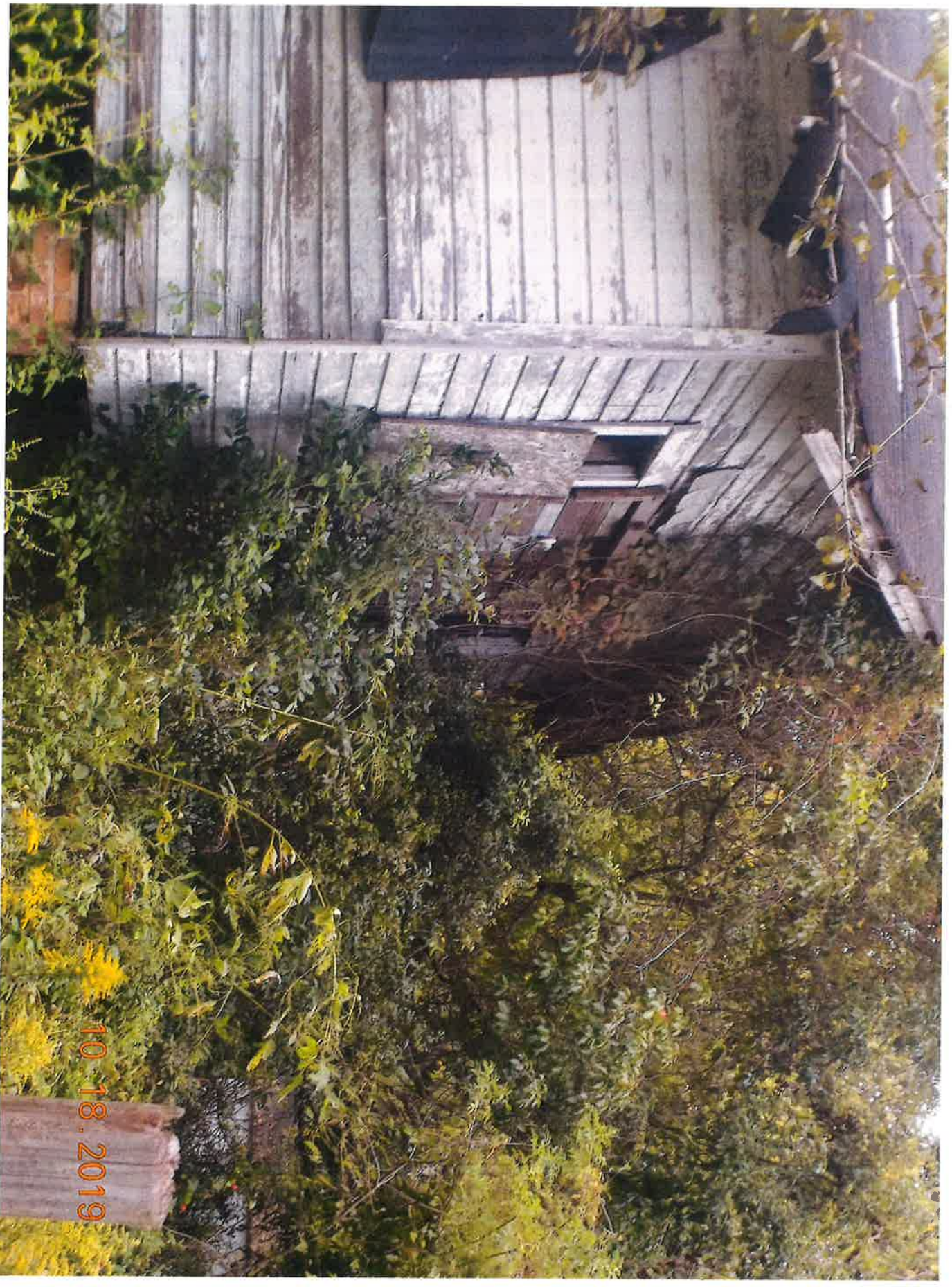
Property Address: 1160 Persimmon Street **District No:** 2

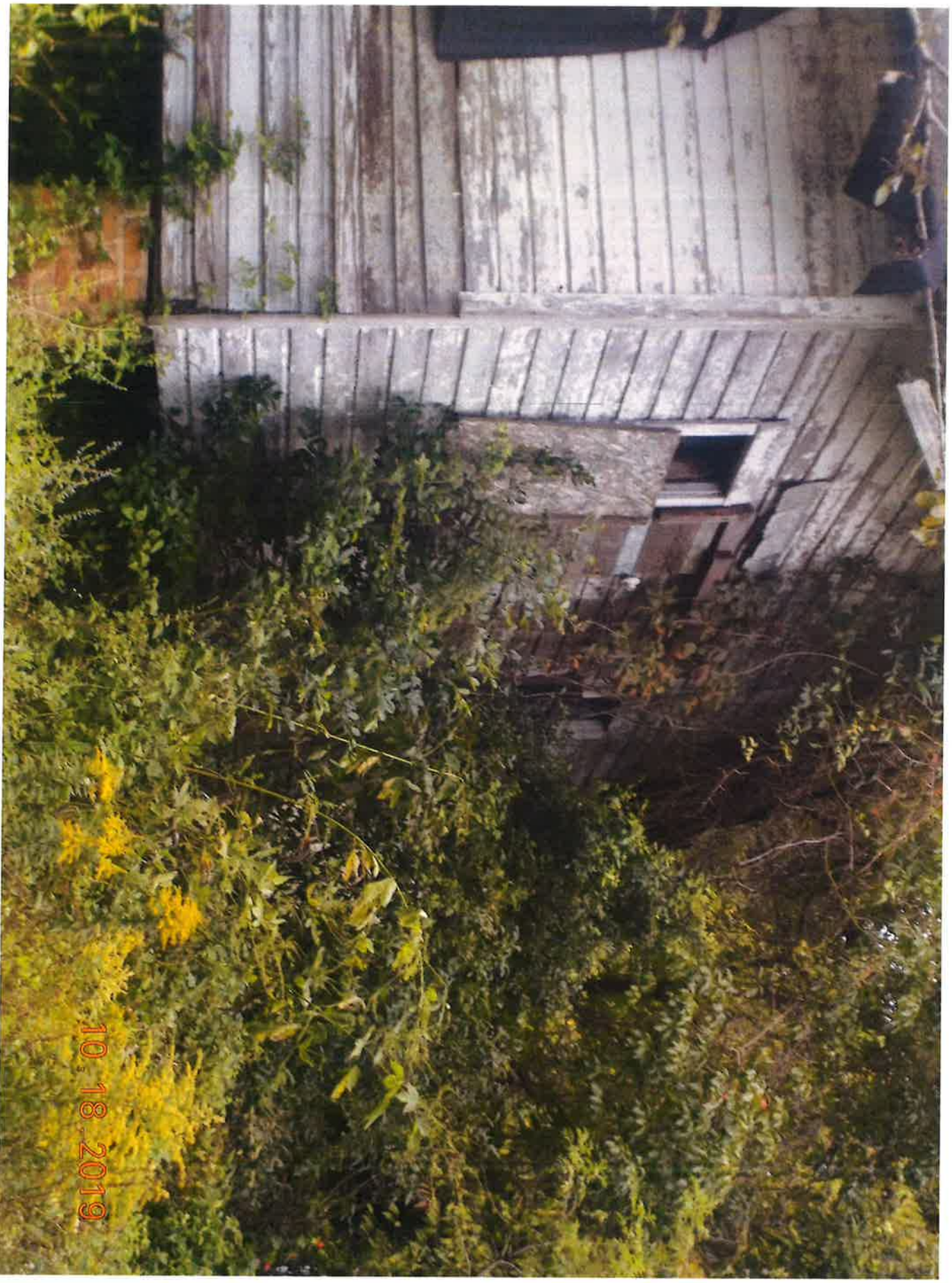
- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.





10.18.2019





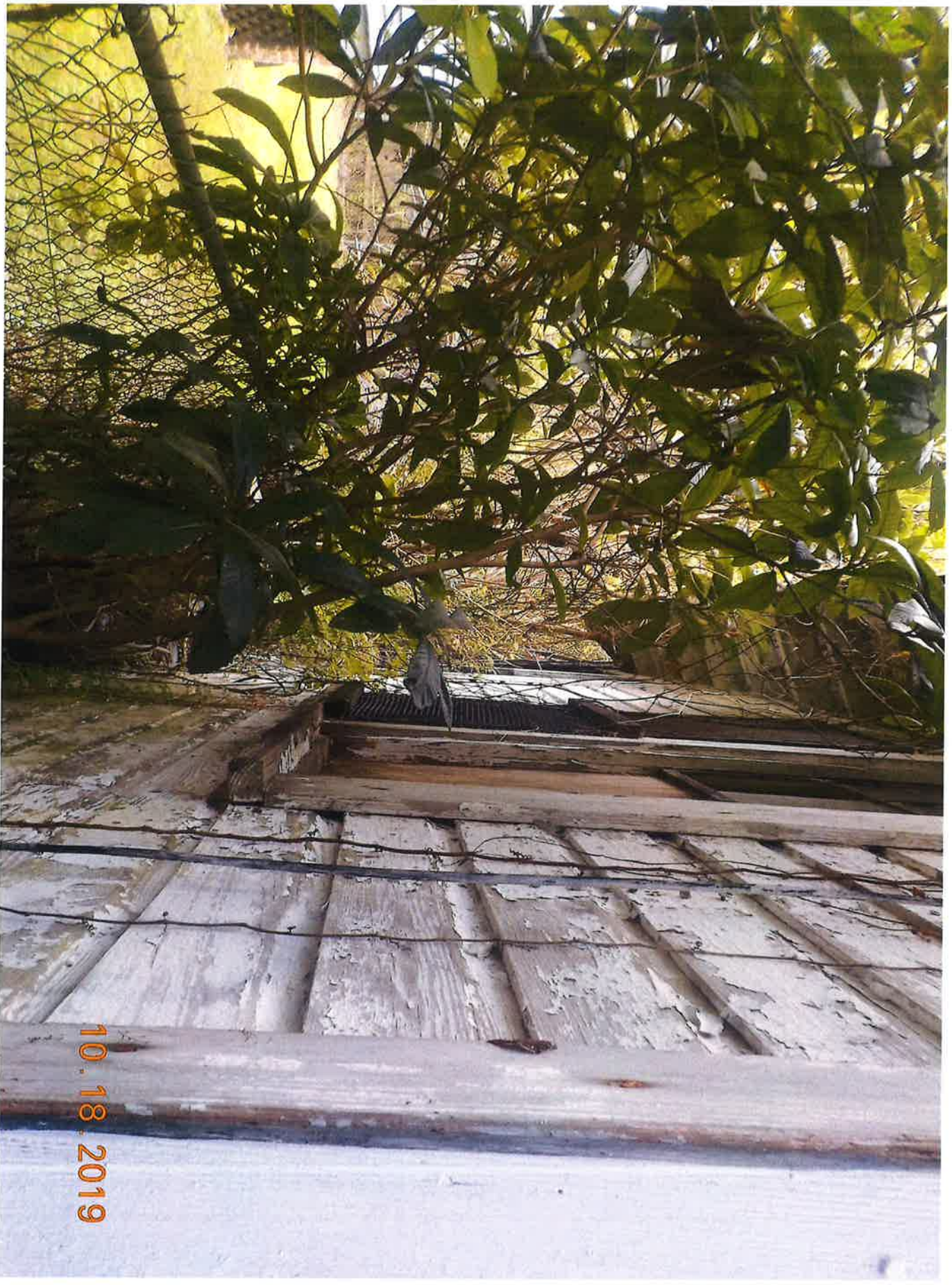
10.18.2019

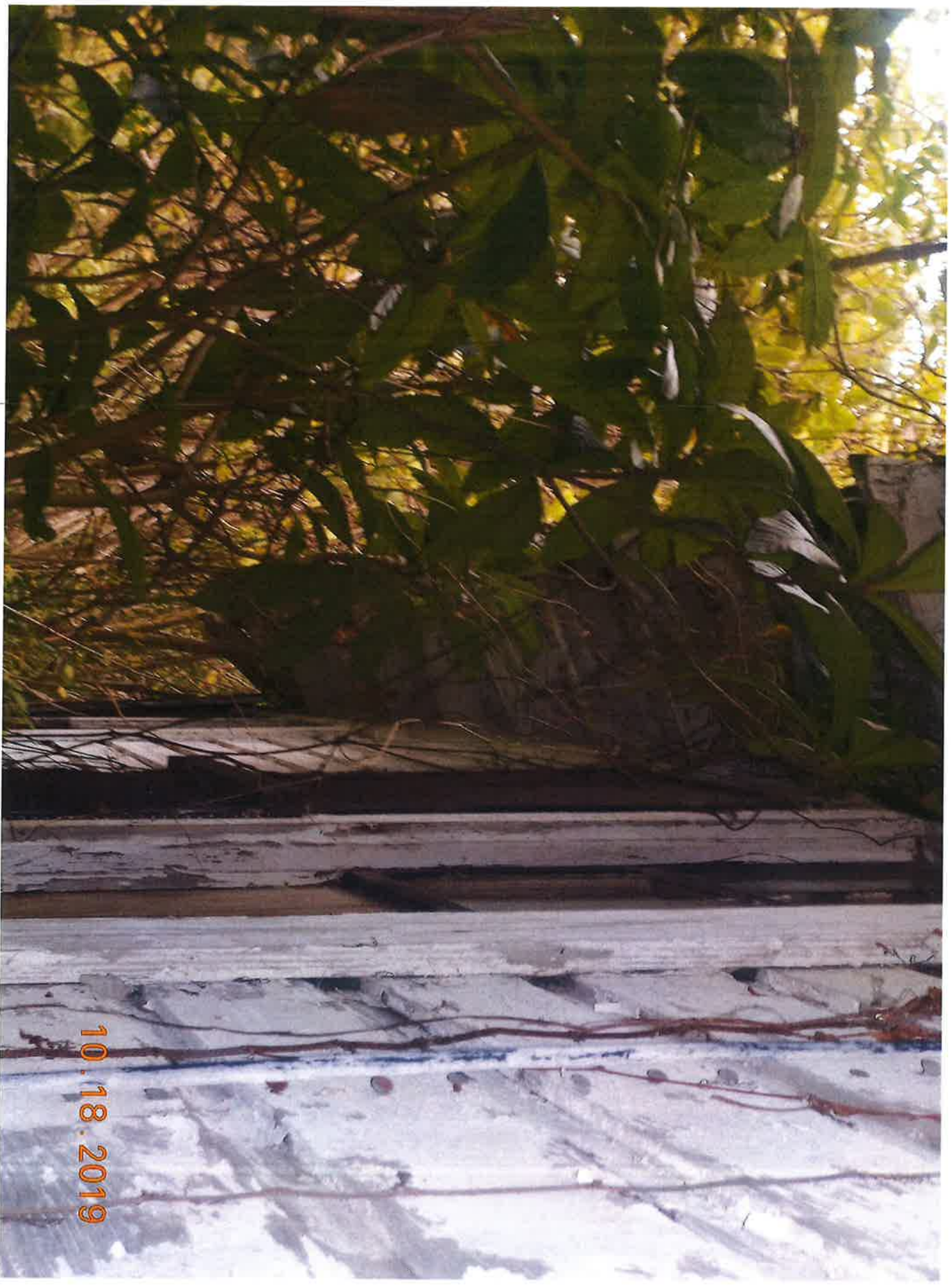


10.18.2019



10.18.2019





10.18.2019



10 18 2019



10.18.2019

NUISANCE ABATEMENT

1160 PERSIMMON STREET

AGENDA PHOTO/MD



10 18 2019



10.18.2019

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Tommy Lee Jones
1612 Crestwood Drive
Mobile, AL 36618-2456

September 6, 2019

**RE: 1160 Persimmon Street
Project Number: ME-041-19**

Dear Tommy Lee Jones:

On August 20, 2019 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1160 Persimmon Street.

I. **PROPERTY** The legal description of the Property is as follows:

**LOT 4 BLK 32 FISHER TRT DBK 22/332 #SEC 13 T4S R1W #MP29 06
13 0 002**

Parcel Number: 29 06 13 0 002 043

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

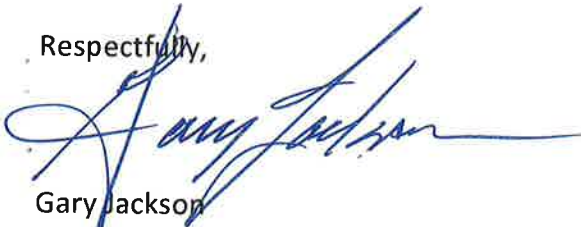
Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

- III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:
- a) Repair the structures / and or building by **October 21, 2019**, which is 45 days from the date of this NOTICE; OR,
 - b) If the specified repairs or improvements cannot be accomplished by **October 21, 2019**, provide the Code Official with a work plan to accomplish the repairs by **October 21, 2019**, which shall be subject to the approval of the code official; OR,
 - c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2019**, which is 45 days from the date of this NOTICE.
- IV. **NOTICE** is hereby given that on **October 29, 2019 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:
- ☐ Repaired; or,
 - ☒ Demolished
- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

A handwritten signature in blue ink, appearing to read "Gary Jackson", with a long horizontal flourish extending to the right.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1160 Persimmon St Mobile, AL 36603

Date: August 2, 2019

FROM: Carleen Stout-Clark, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: July 25, 2019

Per the Title Report, the owners are: Tommy Lee Jones

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1

Tommy Lee Jones
1612 CRESTWOOD DR
MOBILE, AL 36618-2456

Lexis Nexis verified
251-340-7498

2

Tommy Lee Jones
1160 Persimmon St
Mobile, AL 36603

Subject property

3

Tommy Lee Jones
1266 Persimmon Street
Mobile, AL 36603

TAX STATUS: Paid Current

Parties with recorded liens per Title Report: None

Open Mortgages: None

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Tommy Lee Jones recorded January 29, 2019 in Instrument Number 2019004562.



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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
Assignment, Assumption & Amendment of Lease	Cover Memo	11/7/2019
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
Office

Wesch, Paul

Approved

11/7/2019 - 3:39
PM

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE

This **ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE** ("Assignment"), is made as of this 10th day of October, 2019 (the "Effective Date"), by and between **BALLCORPS, LLC**, an Arizona limited liability company ("Assignor"), **MOBILE SPORTS AND ENTERTAINMENT GROUP LLC**, an Alabama limited liability company ("Assignee"), and the **CITY OF MOBILE ALABAMA**, a municipal corporation organized and existing under the laws of the State of Alabama (the "City") (Assignor, Assignee, and the City, each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Mobile Professional Baseball Club, LLC ("MPBC"), an Alabama limited liability company and the City entered into that certain License, Lease and Service Agreement, dated on or around the 16th day of April, 1996 (the "1996 Lease"), in which the City agreed to construct and lease to MPBC the minor league double "A" baseball stadium (the "Stadium") and parking lot ("Parking Lot") located at 755 Bolling Brothers Blvd., Mobile, Alabama 36606, more commonly known as Hank Aaron Stadium (the Stadium and Parking Lot, collectively, hereinafter referred to as the "Ballpark"); and

WHEREAS, MPBC and the City subsequently amended the 1996 Lease pursuant to (i) that certain Amendment to Baseball License, Lease, and Service Agreement, dated on or around the 9th day of September, 1996 (the "First Lease Amendment"), (ii) that certain Amendment to Baseball License, Lease, and Service Agreement, dated on or around the 25th day of March, 1997 (the "Second Lease Amendment"), and (iii) that certain Amendment to Baseball License, Lease, and Service Agreement, dated on or around the 11th day of January, 2011 (the "Third Lease Amendment") (the 1996 Lease, the First Lease Amendment, the Second Lease Amendment and the Third Lease Amendment, collectively, hereinafter referred to as the "Lease"); and

WHEREAS, on or around November 9, 2017, MPBC (i) sold all of its ownership interest in the Mobile BayBears franchise ("BayBears") to Assignor and (ii) assigned its interest in the Lease to Assignor; and

WHEREAS, Assignor now intends to move the BayBears to Madison, Alabama and desires to assign its interest in the Lease to Assignee; and

WHEREAS, the City has agreed to consent to the assignment of the Lease, and concurrently therewith, amend the Lease as set forth herein to better reflect and accommodate Assignee's intended use of the Ballpark.

NOW THEREFORE, for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment. As of the date hereof, Assignor hereby transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title, estate and interest in and to the

Lease, and Assignee hereby assumes all of Assignor's right, title, estate and interest in and to the same. The City hereby consents to the assignment of the Lease to Assignee as set forth herein.

2. Indemnification. Assignor shall indemnify, protect, defend and save Assignee harmless from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) with respect to (i) any obligations, liabilities, matters or occurrences related to, arising out of or connected with the Lease to the extent that the same accrued or occurred before the Effective Date; and (ii) any material breach of any representation or warranty made by Assignor in this Assignment. All representations, warranties and indemnities set forth in this Section shall survive the Effective Date indefinitely.

3. Assumption. From and after the Effective Date, Assignee hereby accepts and assumes Assignor's obligations under the Lease to the extent such obligations first accrue or mature and are required to be performed from and after the Effective Date. Assignee shall not assume any of Assignor's obligations or liabilities under the Lease that accrued or matured prior to the Effective Date. Assignee shall indemnify, protect, defend and save Assignor harmless from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) with respect to any obligations, liabilities, matters or occurrences related to, arising out of or connected with or under the Lease that first accrue or mature on or after the Effective Date. All representations, warranties and indemnities set forth in this Section shall survive the Effective Date indefinitely.

4. Lease Liquidated Damages. Notwithstanding anything contained herein to the contrary, Assignor shall have no further obligations under the Lease whatsoever, other than the payment of any Liquidated Damages due under the Lease, which amount, if any, shall continue to be determined pursuant to the schedule set forth on Exhibit C of the Third Lease Amendment (the "Damages Schedule"), a copy of which is attached hereto and incorporated herein. In accordance therewith, through December 31, 2021, Assignor shall continue to maintain the escrow account holding the amount of funds earmarked for the payment of the Liquidated Damages as shown on the Damages Schedule (the "Liquidated Damages Account"). In the event the City terminates the Lease due to a default by Assignee (without the Assignee curing the same during any applicable cure period) prior to December 31, 2021, Assignor shall pay the Liquidated Damages due to the City pursuant to the Damages Schedule. For sake of clarity, in the event the Lease is terminated after September 15, 2020, Assignor shall pay the City \$126,802.00. In the event the Lease is terminated after December 31, 2021, Assignor shall have no obligation to pay any liquidated damages. Except for the obligations set forth under this Assignment and the maintenance of the Liquidated Damages Account with a reducing balance pursuant to the Damages Schedule, Assignor has no other obligations to any other Party.

5. Lease Amendment. Concurrently with the execution of this Assignment, the City and the Assignee hereby amend the Lease as follows:

- a. **Term.** The term of the Lease shall remain unchanged and continue through March 31, 2022 (the "Term"). Notwithstanding anything contained herein to the contrary, commencing one (1) year prior to the expiration of the Term and continuing for six (6) months thereafter (the "Exclusive Negotiating Period"), the

City shall exclusively engage with Assignee in good faith discussions to renew or extend the Lease upon mutually agreeable terms. For purposes of clarity and the avoidance of doubt, the City may not solicit any third-parties to lease the Ballpark during the Exclusive Negotiating Period. Furthermore, Assignee shall retain a right of first refusal with respect to any bona fide offer to lease the Ballpark received by the City from any third-party after the expiration of the Exclusive Negotiating Period in the event the Parties are unable to reach a deal during the Exclusive Negotiating Period. The City may assign the Lease upon written notice to Assignee.

- b. **Definitions.** Except as otherwise explicitly defined herein, the Capitalized Terms not defined herein have the same meaning as defined in the Lease. Notwithstanding the foregoing or anything contained herein to the contrary, the terms “Club Home Baseball Games,” “Club Baseball Games,” “Club Special Events,” and “Skating Rink” are hereby deleted and all references to such terms in the Lease are hereby replaced with the term “Ballpark Events,” which shall be defined as any and all events and activities are the Ballpark.
- c. **Deletions.** The following provisions of the Lease are deleted in their entirety:
 - i. Article IV (A), (B) and (G)
 - ii. Article V (A), (B), (C) (D), (F), (G)
 - iii. Article VI (B) and (C)
 - iv. Article VIII
- d. **Ballpark Use.** Assignee may utilize the Ballpark for concerts (without limitation on genre or performer), athletic/sports tournaments/games/competitions, fundraisers, special events, and any other legal purpose for which Assignee may deem advisable, in its sole, but reasonable discretion. The City acknowledges, understands, and agrees that Assignee does not plan on using and is not under any obligation to utilize the Ballpark as the home for any professional sports team; provided, however, Assignee is not prohibited from doing so, subject to the City’s prior approval (which approval shall not be unreasonably withheld) and amendment of the Lease as mutually agreed upon by the Parties to appropriately address such an undertaking. Assignee may hold events at the Ballpark for an unlimited number of consecutive days, without any limitation, during the Term of the Lease.
- e. **Parking Lot.** Article V(E) of the Lease is hereby deleted in its entirety and replaced with the following: Assignee shall, at its sole cost and expense, exclusively control and oversee all Parking Lot Services for any and all Ballpark Events, and is entitled to retain any and all revenue derived therefrom.
- f. **Concessions.** Article VI(A) of the Lease is hereby amended as follows: Assignee shall act as the exclusive concessions manager at all times for any and all Ballpark Events. Assignee is entitled to develop, select, price, market, and operate all Food

and Beverage Concessions, Food and Beverage Concessions Equipment, and all Novelties and Souvenirs sales at any and all Ballpark Events, and retain any and all revenue derived therefrom.

- g. **Broadcast Rights.** Article XI of the Lease is hereby deleted and replaced with the following: Assignee has exclusive ownership and control over Broadcast Rights for any and all Ballpark Events. Assignee is entitled to retain all revenue generated in connection with the exploitation of the Broadcast Rights.
- h. **Financial Terms.** Article XIII(A)(2), (3) and (4) of the Lease are hereby deleted in their entirety. Article XIII(A)(1) of the Lease is amended and replaced in its entirety with the following: Assignee shall continue to pay rent to the City in the amount and in the manner set forth in the Lease. For purposes of clarity and the avoidance of doubt, the rent is \$100k per year, paid in quarterly installments of \$25k each (the “Lease Payments”); provided, however, that all Lease Payments shall be earmarked for the demolition of the Stadium and placed into an escrow account (the “Escrow Account”), established and controlled jointly by the City and Assignee. Assignee and the City shall leave any and all funds, including the Lease Payments, placed into the Escrow Account, untouched during the Term of the Lease, and any subsequent extension or renewal of the same. For so long as the City remains liable for demolishing the Stadium, all funds shall remain in the Escrow Account and may only be disbursed to the City in the event that the Stadium needs to be demolished; provided, however, that, if during the Term of the Lease, the City assigns its rights as Lessor under the same, or upon expiration of the Term, the City no longer has the right to lease the Ballpark, as Lessor, for whatever reason, and Assignee enters into a new lease agreement for the Ballpark with the proper rights holder in which Assignee takes responsibility for demolishing the Stadium and relieves the City of all such liability, immediately upon such an event (a “Transfer Event”), (i) all funds placed in the Escrow Account shall be disbursed to and be the sole property of Assignee, and Assignee may use such funds in any manner it deems necessary or desirable and (ii) the City shall grant Assignee an irrevocable property tax exemption for the Ballpark that lasts for a length of time to be mutually agreed upon by the Parties prior to/at the time of the Transfer Event. In the event the City’s obligation to demolish the Stadium is removed, deleted or extinguished prior to or without the occurrence of a Transfer Event all funds placed in the Escrow Account shall be disbursed to and be the sole property of the City.
- i. **Exclusive Rights/Revenue.** Assignee shall have the exclusive right to sell, exploit, and/or operate (as the case may be) and retain all revenue derived (subject to the payment of any applicable taxes) from all Ballpark Events, including but not limited to from each of the following with respect to the Ballpark:
 - i. Naming Rights to the Ballpark;
 - ii. advertising in or around the Ballpark;

- iii. operation of food and beverage concession stands and catering;
- iv. operation of Parking Lot Services
- v. ticket sales;
- vi. sale and management of suite boxes;
- vii. operation of the box office;
- viii. broadcasting of any and all events at the Ballpark;
- ix. operation of all gift shops and stands; and
- x. sales of all novelties and souvenirs.

For purposes of clarity and the avoidance of doubt, except as otherwise explicitly agreed upon by the Parties, Assignee shall be entitled to keep any and all revenue (excluding any Gross Receipt Payment as set forth below) from any and all events organized and/or run by Assignee at the Ballpark.

- j. **Turnstile Fee.** Article XIII(A)(1)(b) of the Lease is not applicable and is hereby deleted and the City is not entitled to a turnstile fee for any events hosted and/or run by Assignee at the Ballpark.
- k. **Gross Receipts.** In addition to the Lease Payments, Assignee shall pay the City a flat rate of ten percent (10%) of Assignee's Gross Receipts, as defined in the Lease, that exceed Two Million and 00/100 Dollars (\$2,000,000.00) during any calendar year of the Term (a "Gross Receipt Payment"); provided, that any Gross Receipt Payment required to be made during the Term of the Lease shall not be paid to the Escrow Account and shall be paid directly to the City.
- l. **Skating Rink.** Assignee has no obligation to construct or operate a skating rink, as the skating rink contemplated in the Lease was never constructed.
- m. **Ballpark Maintenance.** Article IV(C) is hereby amended as follows: Assignee shall be responsible, at its sole cost and expense, for all maintenance of the Ballpark during the Term of the Lease, including but not limited to normal wear and tear; provided, that the City shall continue to be responsible for security and traffic control around the Ballpark pursuant to its police powers.
- n. **City Events.** Article VII(B)(1)(a) and (B)(1)(c) are hereby deleted in their entirety. Article VIII is amended and replaced in its entirety with the following: If the City, during the Term of the Lease, desires to use the Ballpark, or any part thereof, for an event hosted by the City at the Ballpark, or at another third-party

location (a “City Event”), the City shall provide Assignee with written notice thereof, no less than thirty (30) days in advance of the date(s) the City would like to utilize the Ballpark for the City Event (a “City Event Request Notice”). Assignee shall, within seven (7) days following its receipt of a City Event Request Notice, provide the City with written notice, either accepting or rejecting the City’s request to utilize the Ballpark, or any part thereof, on the date(s) specified in the City Event Request Notice. Notwithstanding anything contained herein to the contrary, Assignee shall approve any and all requests to utilize the Ballpark or any part thereof for a City Event, as set forth in a City Event Request Notice provided (i) Assignee does not have any events scheduled at the Ballpark that will conflict with the date(s) requested in the City Event Request Notice and/or is not otherwise utilizing the Ballpark, or any part thereof, on the date(s) requested in said City Event Request Notice; (ii) Assignee exclusively operates all aspects of the Ballpark during the City Event, including but limited to, the Parking Lot, concession stands, catering, souvenir and gift shops, and any and all other related services at the City Event (the “City Event Services”); (iii) Assignee may charge City Event attendees any prices its deems reasonably necessary for the City Event Services (provided such prices are not out of line with industry standards); (iv) Assignee may retain all revenue generated in the course of providing the City Event Services (subject to any Gross Receipt Payment); and (v) the City shall pay Assignee a set rental fee of \$1.00 per City Event. For purposes of clarity and the avoidance of doubt, provided all requirements set forth in (ii) through (v) of the proceeding sentence have been satisfied, Assignee may only reject the City’s request to utilize the Ballpark, or any part thereof, on the date(s) specified in the City Event Request Notice if the Assignee has an event scheduled at the Ballpark that conflicts with the date(s) set forth in the City Event Request Notice. If Assignee rejects the request set forth in the City Event Request Notice, it shall include the reason for said rejection in its response to the City. Notwithstanding anything contained herein to the contrary, subject to the satisfaction of the requirements set forth in parts (i) through (v) above, Assignee may, in its sole and absolute discretion, also consider and approve or reject any City Event Request Notice received from the City less than thirty (30) days in advance of the desired date(s) of a City Event.

- o. **Advertising.** Article X of the Lease is hereby amended and replaced with the following: Assignee shall have the exclusive right to sell and retain all revenue from all Advertising surrounding, in and connected with the Ballpark, including but not limited to all Naming Rights with respect to the Ballpark; provided, however Assignee agrees that the Ballpark’s name shall always include “Hank Aaron Stadium” or “Hank Aaron Field.” For purposes of clarity, by way of example and not in limitation, “ ‘Sponsor’ Field at the Hank Aaron Stadium” where “Sponsor” is the name of the advertiser, or some derivation thereof shall be acceptable;
- p. **Taxes and Utilities.** Article XII of the Lease is hereby amended as follows: Assignee shall pay for all utilities at the Ballpark during the Term of the Lease;

provided, however, the City shall assist Assignee in obtaining the most favorable rates possible. The City is solely responsible for the payment of any real property taxes, if any, due with respect to the Ballpark.

- q. **Insurance.** The City shall continue to be responsible for insuring and obtaining general liability insurance as set forth in the Lease. Assignee shall obtain sufficient general liability insurance, business personal property insurance, workers' compensation insurance and any other liability/business insurance reasonably necessary or advisable to cover its activities/use/operations at the Ballpark.
- r. **Notices.** Article XXIII(G) of the Lease is hereby amended as follows: Notices may be given to any Party via electronic mail, and such notice shall be deemed given upon receipt by the sending Party of a read receipt, or acknowledgment in writing of receipt of the message (e.g. a reply). Notices to the Assignee shall be given to the Assignee at:

Mobile Sports and Entertainment Group, LLC
Attn: Ari Rosenbaum, President
755 Bolling Bros. Drive
Mobile, Alabama 36606
E-mail: ari@mobileseg.com

With a copy to:

Roetzel & Andress, LPA
Attn: Steven Howard Roth, Esq.
1375 E. 9th Street
One Cleveland Center, 10th Floor
Cleveland, Ohio 44114
E-mail: sroth@ralaw.com

6. Further Assurances. Assignor, Assignee and the City shall, prior to, at and after the Effective Date, execute and deliver to the other any further instruments of conveyance, assignment or transfer as may be necessary to affect the purposes of this Assignment.

7. Modification; Successors and Assigns. This Assignment may be modified only in writing, signed by each of the Parties hereto, or their respective successors and assigns, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. Miscellaneous. Each Party represents and warrants to the other that it has the requisite authority to enter into this Assignment, it has obtained any and all requisite approvals and consents needed to enter into this Assignment, and that this Assignment is binding upon itself. Except as expressly modified by the terms and conditions stated in this Assignment, the terms and conditions of the Lease shall remain unchanged, and the Lease, in addition to each and every corresponding amendment, was executed and entered into with the requisite authority

required by Alabama law. To the extent that any of the terms and conditions of this Assignment conflict with the terms and conditions of the Lease, the terms and conditions of this Assignment shall prevail.

9. Counterparts. This Assignment may be executed in multiple identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on the date first set forth above.

ASSIGNOR:

BALLCORPS, LLC,
an Arizona limited liability company

By: _____

Name: _____

Its: _____

ASSIGNEE:

**MOBILE SPORTS AND ENTERTAINMENT
GROUP, LLC,**
an Alabama limited liability company

By: _____

Name: Ari Rosenbaum

Its: President

CITY:

CITY OF MOBILE ALABAMA,
a municipal corporation organized and existing
under the laws of the State of Alabama

By: _____

Name: _____

Its: _____

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:11/26/2019

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

Limited Asbestos Abatement at Mobile Civic Center

Amount of Contract:

\$39,357.00

Funding Source

Project # Mobile, Civic Center - Limited Asbestos
Abatement, CC-080B-19

Discretionary Funds

Project String 20002000-48010

Contract Number:2488

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Limited Asbestos Abatement at Mobile Civic Center	Cover Memo	11/12/2019

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	11/12/2019 - 5:28 PM
Capital	McMillan, Marilyn	Approved	11/13/2019 - 2:47 PM
Legal	Hill, Ashton	Approved	11/13/2019 - 1:57 PM
Mayors Office	Wesch, Paul	Approved	11/14/2019 - 2:11 PM

RESOLUTION

2019

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

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

Name of Company: Hernandez Demolition & Remediation, LLC

Project Name: Mobile Civic Center – Limited Asbestos Abatement

Project Number: CC-080B-19

Amount: \$39,357.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Civic Center – Limited Asbestos Abatement

ARCHITECTURAL ENGINEERING PROJECT# CC-080B-19

PROJECT # C0469

DATE OF RECEIPT _____

PROJECT DESCRIPTION Limited asbestos abatement at Mobile Civic Center

CONTRACT AMOUNT \$39,357.00

VENDOR NAME Hernandez Demolition & Remediation, LLC

VENDOR NUMBER 295010

DEPT #3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N___ ; 5% of the 1st 50% _____ or

If different, indicate special rate _____

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

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

Prepared by: B Rhodes Date 11/12/19

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____ day of _____, Two Thousand and _____.

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: **Hernandez Demolition & Remediation, LLC**
19 Minor Hill Road
Hartselle, Alabama 36540

City Business License No.: 105731
Secretary of State Registration No.: 318-746

For the following Project: **Mobile Civic Center – Limited Asbestos Abatement**
401 Civic Center Drive
Mobile, Alabama 36602

Project Number: **CC-080B-19**

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICES

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Bid documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Thirty Nine Thousand Three Hundred Fifty Seven and 00/100 Dollars (\$39,357.00), which includes a Contingency Allowance of Twenty Thousand and 00/100 Dollars (\$20,000.00) and a Testing Allowance of Two Thousand and 00/100 Dollars (\$2,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCES

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required

for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

1.4 UNIT PRICES

- A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.
- B.

1. Abatement per Detail 1 "Attachment A"	\$355.00 per each
2. Additional mobilization/demobilization	\$750.00 per each

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within Twenty (20) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years

from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
 - 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
 - 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
 - 1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
 - 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD-format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and

these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

- 3.9** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.
- 3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State and Federal Codes and Ordinances throughout the contract period.
- 3.13 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION of CONTRACT:** The City or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Director, Architectural Engineering Department, P.O. Box 1827, 205 Government Street, Mobile, Alabama 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the contract.
- 3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:**
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.
1. Cost of the bonds shall be included in the bid.
 2. Bond shall be submitted with the executed agreement on provided form(s).
 3. Power of Attorney is required for both bonds.
 4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
 5. A Surety licensed to do business in the State of Alabama must execute the bonds.
- 3.16 PROOF OF ADVERTISEMENT of COMPLETION**
(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of

the Code of Alabama. Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

**STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION**

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Hernandez Demolition & Remediation, LLC has completed the contract for Mobile Civic Center – Limited Asbestos Abatement (CC-080B-19), 401 Civic Center Drive, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

3.17 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Bid documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Bid documents, dated October 20, 2019, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated October 26, 2019, and Addendum No 2, dated October 30, 2019;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements;
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance #02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

7.0 IMMIGRATION LAW

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

8.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES:

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

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

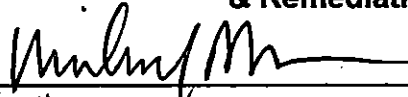
This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

**CONTRACTOR: Hernandez Demolition
& Remediation, LLC**


Signature

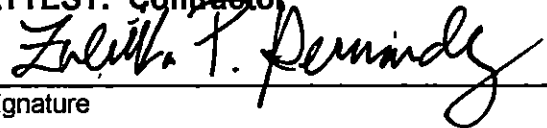
Michael J. Brown, Operations Manager
Printed Name and Title
(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk


Kimberly Harden, Director
Architectural Engineering Department

ATTEST: Contractor


Signature

Zuleika P. Hernandez, Owner/Managing Member
Printed Name and Title

EXHIBIT A
SCOPE OF WORK
MOBILE CIVIC CENTER
LIMITED ASBESTOS ABATEMENT
401 CIVIC CENTER DRIVE
MOBILE, ALABAMA 36602
CC-080B-19

To include the furnishing of all design, permitting, labor, materials, tools and equipment necessary for removing asbestos containing materials (ACMs) from the Mobile Civic Center.

END OF SCOPE OF WORK

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Hernandez Demolition & Remediation, LLC, 19 Minor Hill Road, Hartselle, Alabama 35640, hereinafter called the Principal, and United States Fire Insurance Company, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, Alabama 36633, hereinafter called the Owner, in the penal sum of Thirty Nine Thousand Three Hundred Fifty Seven and 00/100 Dollars (\$39,357.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the day of November, 2019, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete Mobile Civic Center – Limited Asbestos Abatement (CC-080B-19), 401 Civic Center Drive, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this day of November, 2019.

CONTRACTOR AS PRINCIPAL

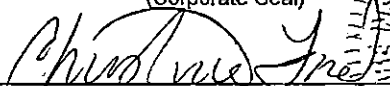
Company: Hernandez Demolition & Remediation, LLC
(Corporate Seal)

By: 
(Signature)

Name and Title: Michael J. Brown, Operations Mgr.

SURETY

Company: United States Fire Insurance Company
(Corporate Seal)

By: 
(Signature)

Name and Title: Christine Ford, Attorney In Fact

Resident Agent: 
(Signature)

Name and Title: Kenneth W. Goforth, AL Agent
Address: 1000 Urban Center Dr. Suite 625
Birmingham, AL 35242

Phone and Fax: 205-969-5135 / 484-652-5212

Owner's Representative: Kimberly Harden, Director
AE Department
PO Box 1827
Mobile, Alabama 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Hernandez Demolition & Remediation, LLC, 19 Minor Hill Road, Hartselle, Alabama 35640, as Principal, and United States Fire Insurance Company, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, Alabama 36633 (hereinafter called the "Obligee") in the penal sum of Thirty Nine Thousand Three Hundred Fifty Seven and 00/100 Dollars (\$39,357.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of November 2019, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to Mobile Civic Center - Limited Asbestos Abatement (CC-080B-19), 401 Civic Center Drive, Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Christine Ford **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

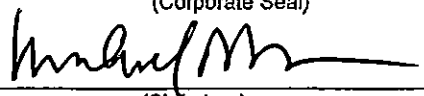
(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of November, 2019.

CONTRACTOR AS PRINCIPAL

Company: Hernandez Demolition & Remediation, LLC
(Corporate Seal)

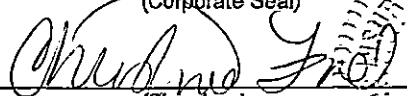
By: 

(Signature)

Name and Title: Michael J. Brown, Operations Mgr.

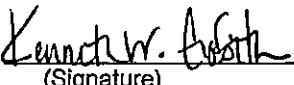
SURETY

Company: United States Fire Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: Christine Ford, Attorney In Fact

Resident Agent: 

(Signature)

Name and Title: Kenneth W. Goforth, AL Agent

Address: 1000 Urban Center Drive Birmingham, AL 35242

Phone and Fax: 205-969-5135 / 484-652-5212

Owner's Representative: Kimberly Harden, Director
AE Department
PO Box 1827
Mobile, Alabama 36633
251-208-7454

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01701426018

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Christine Ford, Pamela A. Glover, Robert V. Norton

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

A.R.R.

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the ____ day of Nov. 2019
UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 255 Grant St. SE, Suite 404 Decatur AL 35601		CONTACT NAME: Chanda Hutton PHONE (A/C, No, Ext): (256) 353-7931 E-MAIL ADDRESS: chutton@valentgroup.com FAX (A/C, No): (256) 350-5318	
INSURED Hernandez Demolition and Remediation, LLC 19 Minor Road Hartselle AL 35640		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: Progressive Specialty Ins. INSURER C: Alabama Homebuilders Self Ins Fund/F INSURER D: INSURER E: INSURER F:	
		NAIC # 14167 32766	

COVERAGES **CERTIFICATE NUMBER:** Master 2019 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability	Y	Y	ENV562002143-00	11/07/2019	11/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	03974621-3	11/07/2019	11/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	ENV562002144-00	11/07/2019	11/07/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	Y	32327	01/01/2019 01/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Project Number CC-080B-19, Mobild Civic Center-Limited Asbestos Abatement, 401 Civic Center Drive, Mobile, AL 36602

City of Mobile is included as an Additional Insured in respects to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory withany other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Automobile Liability, Excess Liability, and Workers Compensation and Employer's Liability. 30 day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER City of Mobile P.O. Box 1827 Mobile AL 36622-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Company ID Number: 1127055

Approved by:

Employer Hernandez Demolition & Remediation, LLC.	
Name (Please Type or Print) Zuleika P Hernandez	Title
Signature Electronically Signed	Date 09/15/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/19/2016



Company ID Number: 1127055

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Hernandez Demolition & Remediation, LLC
Company Facility Address	19 Minor Hill Road Hartselle, AL 35640
Company Alternate Address	
County or Parish	MORGAN
Employer Identification Number	472141147
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the injury of Kendal Meggs suffered on March 1, 2019, requiring the City to pay \$48,000

Amount of Contract:

\$48,000

Effective Date of Contract:

11/19/2019

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims-Meggs

Discretionary Funds n/a

Project String n/a

Contract Number:10049050-49160 - funding source

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims-Meggs	Resolution Letter	11/8/2019
Settlement Agreement and Release of Claims-Meggs	Backup Material	11/8/2019

REVIEWERS:

Department Reviewer

Action

Date

11/8/2019 -

Legal	Barfield, Becky	Approved	12:03 PM
Legal	Hill, Ashton	Approved	11/8/2019 - 12:57 PM
Budget	Sapp, Celia	Approved	11/12/2019 - 1:39 PM
Legal	Hill, Ashton	Approved	11/12/2019 - 1:40 PM
Legal	Hill, Ashton	Approved	11/13/2019 - 1:50 PM
Mayors Office	Wesch, Paul	Approved	11/14/2019 - 2:12 PM

2019

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 Settlement Agreement and Release of Claims arising out of the injury of Kendal Meggs, suffered on March 1, 2019, requiring the City to pay \$48,000.00, in return for a release of all of the Plaintiff's respective claims, as outlined in the Settlement Agreement and Release of Claims attached hereto and made a part hereof as though set forth in full. A copy of said Settlement Agreement and Release of Claims is on file in the office of the City Clerk.

Adopted:

City Clerk

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and between Kendal Meggs, the City of Mobile ("City"), and Matthew Towey, Jr. ("Towey") Reference to any of the foregoing parties named herein shall collectively encompass not only the parties, but also their heirs, executors, administrators, representatives, agents, employees, successors, assigns, officers, directors, affiliated companies and insurers, unless specifically stated otherwise.

Recitals

1. Kendal Meggs alleges in his Notice of Claim that he was injured on or about March 1, 2019, after an automobile accident involving a City employee on Duval Street, located in Mobile County, Alabama (the "Incident").

2. It is the intent of the parties hereto to memorialize the terms and conditions for the release and discharge of all claims by and between themselves arising out of the Incident and which are pending or could have been brought as a result of the Incident.

3. Accordingly, the parties have agreed to a compromise settlement which will involve payment of money to or on behalf of Kendal Meggs in exchange for a full and complete release of all claims he had in the past, currently has or may have in the future against Towey, the City of Mobile, and its current and former officers, directors, agents, and employees, including but not limited to representatives, predecessors-in-interest, successors-in-interest, insurers, attorneys, related corporations, affiliates, successors and assigns, (collectively referred to as "Releasee"), as identified below.

Agreement

1. Release and Discharge from Kendal Meggs

In consideration for the payment set forth in Paragraph Two (2) of this Agreement, **Kendal Meggs** (also referred to hereinafter as the "Releasor"), hereby completely releases and forever discharges the Releasee, from any and all claims, demands, causes of action, damages, costs, expenses, indebtedness, attorneys' fees, loss of services, compensatory and punitive damages, past and future lost wages and/or lost earning capacity, past and future medical care, punitive damages, and any compensation whatsoever, including all claims which the Releasor might have had, may now have or may hereafter have against Releasee, arising out of or related in any way to the Incident, which are, or might have been, asserted by or for **Kendal Meggs** in the Notice of Claim or otherwise.

1.1 This Agreement shall be a fully binding and complete settlement. The Releasor further agrees that he has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact.

1.2 As further inducement for Releasee to enter into this Release, the Releasor accepts and acknowledges his responsibility to pay, reimburse or otherwise satisfy all liens arising out of the

alleged personal injury, including, but not limited to, injuries, damages and losses which she alleges occurred as described in the Complaint, and/or liens claimed by any third party claiming right to reimbursement, subrogation or any other claim against monies paid to Releasor by Releasee in consideration of and in exchange for the execution of this Release.

1.3 Releasor further agrees to indemnify and hold harmless Releasee from any and all claims from any third parties claiming right to reimbursement of any funds from this settlement whether by attempts at subrogation or by way of separate lawsuit in the future, as the same may relate to any claim for reimbursement for expenses arising out of Releasor's alleged injury and/or damage.

1.4 It is not the purpose of this Agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, the Releasor expressly acknowledges and agrees that this settlement and any consideration flowing therefrom is entered into for the sole purpose of resolving a dispute between the Releasor and Releasee and that no liability is admitted in any form by any party hereto by virtue of the execution of this Agreement. The Releasor and Releasee agree that the Releasee is not responsible or liable for any future medical treatment.

1.5 This Agreement takes into consideration not only the injuries, disabilities and damages of which Releasor knows about, but also the possibility that the injuries, damages and disabilities may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result. Releasor is aware that their condition may grow worse than it is, or seems to be, and is fully aware of his medical and physical condition. All future care and treatment (if any) for the Releasor's injuries shall be solely for the account of Releasor.

1.6 Based upon the covenants, consideration and agreements enumerated herein, Releasor, on behalf of himself, and on behalf of all of respective past and present guarantors; guarantees; settlors; settlees; lienholders; trusts; trustors; trustees; authorized representatives; successors and assigns; attorneys; and insurers, does hereby release, remise, acquit, discharge and covenant to indemnify and hold harmless the Releasee of and from any and all claims, demands, liens (including but not limited to attorneys' fees liens, healthcare liens, Medicaid and/or Medicare Liens), actions, causes of action, suits, costs, damages, expenses, compensation and liabilities of every kind, character and description, either direct or consequential, at law or in equity, which the Releasor, or any person, party or entity claiming under or through his, or subrogated or succeeding in any manner to any of his rights or interests, may have now, may have had at any time in the past, or may have at any time hereafter on account of or in any manner growing out of or arising from (1) the Incident as described in, surrounding, embraced in, and made the bases of this claim; and (2) the settlement agreement reached in this claim as set forth in this Settlement Agreement and Release of Claims.

2. Payment

In consideration of the release set forth above, City agrees to pay the total sum of Forty-Eight Thousand and 00/100 Dollars (\$48,000.00). Payment shall be sent to counsel as directed by **Kendal Meggs**.

3. Attorneys' Fees

Each party to this Agreement shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with the Incident, this Agreement, and the matters and documents referred to in this Agreement and all related matters.

4. Representation of Comprehension of Document

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys concerning the consequences of this Agreement; that the terms of this Agreement have been completely sufficiently explained by their counsel; and that the terms of Agreement are fully understood and voluntarily accepted.

4. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Alabama. Venue for any action arising out of or related to this Agreement shall lie in the Circuit Court of Mobile County, Alabama.

5. Entire Agreement and Successors in Interests

The parties hereto understand, acknowledge and agree that this Agreement contains and constitutes the entire agreement and understanding among them, that no other representation, promise or covenant of any kind has been made to induce or cause any party to execute this Agreement.

7. No Admission of Liability

The parties understand, acknowledge and agree that neither this Agreement nor anything contained herein constitutes an admission of any liability on the part of any of them, or a violation of any Federal, State or local law, decision, rule, regulation or ordinance, nor does this Agreement or anything contained herein, constitute any acknowledgment or admission of the validity of any allegations, claims, cross-claims or counterclaims asserted in the Notice of Claim referenced above.

8. Taxes

Releasor is responsible for tax consequences, if any, occasioned by the Release and/or payment of settlement funds, and shall be solely responsible for reporting, payment or other activities related thereto. The parties expressly acknowledge and confirm that Releasees made and/or make no representations, warranties or statements regarding tax issues (if any) associated with this Agreement.

10. Severability

In the event any term or condition of this Agreement shall be declared invalid by Court Order, governmental rule, regulation or law, the remainder of the Agreement shall remain valid.

11. Additional Documents

The parties and their counsel shall execute all such further and additional documents that shall be reasonable, convenient and necessary to carry out the provisions and intent of this Agreement.

KENDAL MEGGS

Kendal Meggs

Date: 11/7/19

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, LaQuetta D. White, a Notary Public in and for said County in said State, hereby certify that **Kendal Meggs**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 7th day of November, 2019.

LaQuetta D. White

NOTARY PUBLIC

[SEAL]

My Commission Expires: 08/03/2022

THE CITY OF MOBILE, ALABAMA

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this _____ day of _____, 2019.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the injury of Angel Wiggins suffered on July 9, 2018, requiring the City to pay \$13,500.00 in return for a release of all claims

Amount of Contract:

\$13,500.00

Effective Date of Contract:

11/26/2019

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims-Wiggins

Discretionary Funds n/a

Project String n/a

Contract Number:10049050-49160 - funding source

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims-Wiggins	Resolution Letter	11/12/2019
Settlement Agreement and Release of Claims-Wiggins	Backup Material	11/12/2019

REVIEWERS:

Department Reviewer	Action	Date
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Legal	Barfield, Becky	Approved	11/12/2019 - 11:27 AM
Legal	Hill, Ashton	Approved	11/12/2019 - 10:33 AM
Budget	Sapp, Celia	Approved	11/12/2019 - 1:43 PM
Legal	Hill, Ashton	Approved	11/12/2019 - 1:39 PM
Legal	Hill, Ashton	Approved	11/13/2019 - 1:50 PM
Mayors Office	Wesch, Paul	Approved	11/14/2019 - 2:12 PM

2019

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 Settlement Agreement and Release of Claims arising out of the injury of Angel Wiggins, suffered on July 9, 2018, requiring the City to pay \$13,500.00, in return for a release of all of the Plaintiff's respective claims, as outlined in the Settlement Agreement and Release of Claims attached hereto and made a part hereof as though set forth in full. A copy of said Settlement Agreement and Release of Claims is on file in the office of the City Clerk.

Adopted:

City Clerk

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and between Angel Wiggins, the City of Mobile ("City"), and Rashad Cunningham. ("Cunningham") Reference to any of the foregoing parties named herein shall collectively encompass not only the parties, but also their heirs, executors, administrators, representatives, agents, employees, successors, assigns, officers, directors, affiliated companies and insurers, unless specifically stated otherwise.

Recitals

1. Angel Wiggins alleges in her Notice of Claim that she was injured on or about July 9, 2018, after an automobile accident involving a City employee on Government Boulevard, located in Mobile County, Alabama (the "Incident").

2. It is the intent of the parties hereto to memorialize the terms and conditions for the release and discharge of all claims by and between themselves arising out of the Incident and which are pending or could have been brought as a result of the Incident.

3. Accordingly, the parties have agreed to a compromise settlement which will involve payment of money to or on behalf of Angel Wiggins in exchange for a full and complete release of all claims she had in the past, currently has or may have in the future against Towey, the City of Mobile, and its current and former officers, directors, agents, and employees, including but not limited to representatives, predecessors-in-interest, successors-in-interest, insurers, attorneys, related corporations, affiliates, successors and assigns, (collectively referred to as "Releasee"), as identified below.

Agreement

1. Release and Discharge from Angel Wiggins

In consideration for the payment set forth in Paragraph Two (2) of this Agreement, **Angel Wiggins** (also referred to hereinafter as the "Releasor"), hereby completely releases and forever discharges the Releasee, from any and all claims, demands, causes of action, damages, costs, expenses, indebtedness, attorneys' fees, loss of services, compensatory and punitive damages, past and future lost wages and/or lost earning capacity, past and future medical care, punitive damages, and any compensation whatsoever, including all claims which the Releasor might have had, may now have or may hereafter have against Releasee, arising out of or related in any way to the Incident, which are, or might have been, asserted by or for **Angel Wiggins** in the Notice of Claim or otherwise.

1.1 This Agreement shall be a fully binding and complete settlement. The Releasor further agrees that she has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact.

1.2 As further inducement for Releasee to enter into this Release, the Releasor accepts and acknowledges her responsibility to pay, reimburse or otherwise satisfy all liens arising out of the

alleged personal injury, including, but not limited to, injuries, damages and losses which she alleges occurred as described in the Complaint, and/or liens claimed by any third party claiming right to reimbursement, subrogation or any other claim against monies paid to Releasor by Releasee in consideration of and in exchange for the execution of this Release.

1.3 Releasor further agrees to indemnify and hold harmless Releasee from any and all claims from any third parties claiming right to reimbursement of any funds from this settlement whether by attempts at subrogation or by way of separate lawsuit in the future, as the same may relate to any claim for reimbursement for expenses arising out of Releasor's alleged injury and/or damage.

1.4 It is not the purpose of this Agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, the Releasor expressly acknowledges and agrees that this settlement and any consideration flowing therefrom is entered into for the sole purpose of resolving a dispute between the Releasor and Releasee and that no liability is admitted in any form by any party hereto by virtue of the execution of this Agreement. The Releasor and Releasee agree that the Releasee is not responsible or liable for any future medical treatment.

1.5 This Agreement takes into consideration not only the injuries, disabilities and damages of which Releasor knows about, but also the possibility that the injuries, damages and disabilities may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result. Releasor is aware that their condition may grow worse than it is, or seems to be, and is fully aware of her medical and physical condition. All future care and treatment (if any) for the Releasor's injuries shall be solely for the account of Releasor.

1.6 Based upon the covenants, consideration and agreements enumerated herein, Releasor, on behalf of herself, and on behalf of all of respective past and present guarantors; guarantors; settlors; settlees; lienholders; trusts; trustors; trustees; authorized representatives; successors and assigns; attorneys; and insurers, does hereby release, remise, acquit, discharge and covenant to indemnify and hold harmless the Releasee of and from any and all claims, demands, liens (including but not limited to attorneys' fees liens, healthcare liens, Medicaid and/or Medicare Liens), actions, causes of action, suits, costs, damages, expenses, compensation and liabilities of every kind, character and description, either direct or consequential, at law or in equity, which the Releasor, or any person, party or entity claiming under or through his, or subrogated or succeeding in any manner to any of her rights or interests, may have now, may have had at any time in the past, or may have at any time hereafter on account of or in any manner growing out of or arising from (1) the Incident as described in, surrounding, embraced in, and made the bases of this claim; and (2) the settlement agreement reached in this claim as set forth in this Settlement Agreement and Release of Claims.

2. Payment

In consideration of the release set forth above, City agrees to pay the total sum of Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00). Payment shall be sent to counsel as directed by **Angel Wiggins**.

3. Attorneys' Fees

Each party to this Agreement shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with the Incident, this Agreement, and the matters and documents referred to in this Agreement and all related matters.

4. Representation of Comprehension of Document

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys concerning the consequences of this Agreement; that the terms of this Agreement have been completely sufficiently explained by their counsel; and that the terms of Agreement are fully understood and voluntarily accepted.

4. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Alabama. Venue for any action arising out of or related to this Agreement shall lie in the Circuit Court of Mobile County, Alabama.

5. Entire Agreement and Successors in Interests

The parties hereto understand, acknowledge and agree that this Agreement contains and constitutes the entire agreement and understanding among them, that no other representation, promise or covenant of any kind has been made to induce or cause any party to execute this Agreement.

7. No Admission of Liability

The parties understand, acknowledge and agree that neither this Agreement nor anything contained herein constitutes an admission of any liability on the part of any of them, or a violation of any Federal, State or local law, decision, rule, regulation or ordinance, nor does this Agreement or anything contained herein, constitute any acknowledgment or admission of the validity of any allegations, claims, cross-claims or counterclaims asserted in the Notice of Claim referenced above.

8. Taxes

Releasor is responsible for tax consequences, if any, occasioned by the Release and/or payment of settlement funds, and shall be solely responsible for reporting, payment or other activities related thereto. The parties expressly acknowledge and confirm that Releasees made and/or make no representations, warranties or statements regarding tax issues (if any) associated with this Agreement.

10. Severability

In the event any term or condition of this Agreement shall be declared invalid by Court Order, governmental rule, regulation or law, the remainder of the Agreement shall remain valid.

11. Additional Documents

The parties and their counsel shall execute all such further and additional documents that shall be reasonable, convenient and necessary to carry out the provisions and intent of this Agreement.

ANGEL WIGGINS

Angel Wiggins

Date: 11/5/19

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Kristina Levens, a Notary Public in and for said County in said State, hereby certify that **Angel Wiggins**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 5th day of November, 2019.

Kristina Levens

NOTARY PUBLIC

My Commission Expires: 10/9/23

KRISTINA LEVENS
NOTARY PUBLIC
STATE OF ALABAMA

THE CITY OF MOBILE, ALABAMA

By: _____

Name: _____

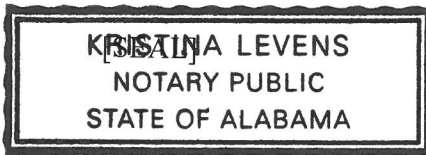
Title: _____

Date: _____

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Kristina Levens, a Notary Public in and for said County in said State, hereby certify that Angel Wiggins, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 5th day of November, 2019.



Kristina Levens
NOTARY PUBLIC

My Commission Expires: 10/9/23



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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:11/26/2019

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approved Requisitions for Fuel for Issuance as Purchase Orders.

Amount of Contract:

\$31,559.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

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



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

Chief Lawrence Battiste, Mobile Police Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize Mayor to apply, accept, and receive funding from the Office for Victims of Crime for the 2020 National Crime Victims' Rights Week Community Awareness Projects in the amount of \$5,000 to be used in conducting public awareness activities during National Crime Victims' Rights Week. (No Local Match Requirement)

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$5,000.00

Matching Funds 0

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/19/2019 - 11:53 AM
Legal Hill, Ashton	Approved	11/19/2019 - 10:57 AM
Legal Hill, Ashton	Approved	11/19/2019 - 12:25 PM
Mayors Office Wesch, Paul	Approved	11/21/2019 - 10:39 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

11/21/2019 -
3:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Funding Source

Project #

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Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

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Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/21/2019 -
2:14 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

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REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/21/2019 -
2:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/21/2019 -
3:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

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11/21/2019 -
2:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

management plan

Cover Memo

11/14/2019

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

11/8/2019 - 9:13
AM

Management Plan

**For
The Downtown Mobile
Self-Help
Business Improvement District**

Mobile, Alabama

October 2019

**Prepared by
Urban Place Consulting Group, Inc.**

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DOWNTOWN MOBILE BUSINESS IMPROVEMENT DISTRICT MANAGEMENT PLAN

Section 1

Why renew the Business Improvement District

As per State Law, the District must be renewed after five years of operation.

“Within 90 days after the adoption and approval of the fifth annual budget for any self-help business improvement district, the municipality shall set a hearing to determine whether the district should be continued, modified or terminated. At least 20 days before the hearing, notice of the date, place and time of the hearing shall be posted in at least three places within the district and mailed, along with the new District Management Plan to each real property owner who paid assessments to the district during the previous year.”

This District Management Plan has been created to guide the operations of the Downtown Mobile Self-Help Business Improvement District for the period July 1, 2020 to June 30, 2025.

Stakeholder Outreach

A Renewal Steering Committee was established to guide the creation of the District Management Plan. The committee was comprised of property owners, business owners, and public sector representatives. Over a period of five months four Renewal Committee meetings were held. Additionally, District property owners, District businesses and employees participated in an on-line survey of District issues. Additional outreach was conducted in the form of stakeholder meetings. The result of the community outreach was a refined purpose and vision for the District as well as the development of a new framework to guide the District work over the next five years.

Purpose of the District

The purpose of the Business Improvement District is to:

- Ensure the vitality of the business, residential, and arts community in Downtown Mobile.
- Stabilize and increase property values.
- Attract new business investment to downtown while retaining existing businesses.

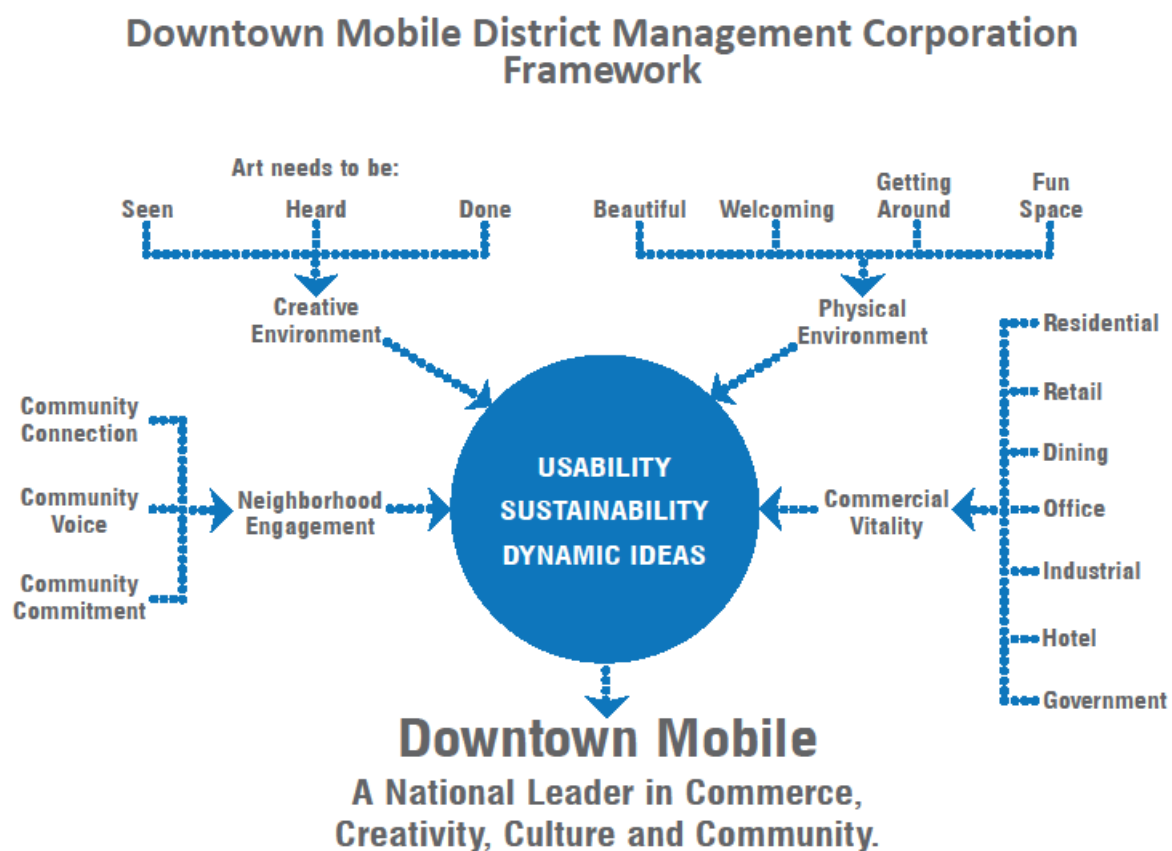
Vision for Downtown

As a part of the 2015 renewal, the Renewal Committee defined the vision for downtown Mobile in the year 2020. As part of the current renewal effort, the committee agreed to write a new vision looking ahead to 2025.

The Renewal Committee's vision is that:

Downtown Mobile will be a National Leader in Commerce, Creativity, Culture, and Community.

As part of the process to set goals and a vision for 2025 the Renewal Committee created a new guiding framework. This framework clearly defines the work areas for the next five years and illustrates the path to achieving the goals and fulfilling the 2025 vision.



In order to achieve the vision, the committee agreed that Downtown Mobile must:

- Have active, positive, street level uses on all of its major streets.
- Be known as a place that is very walkable, both day and night, and in which pedestrians have priority over automobiles.
- Be known as a place where women, families, children, and their pets feel comfortable and are using the downtown on a daily basis.

- Be a place that is alive both during the week and weekends, with a high number and diverse range of events and activities.
- Be a place that has plentiful residential opportunities at all levels.
- Be a place that has vibrant and productive industrial and recreational activity on its waterfront.
- Be a place that is known for its creative scene.
- Be a neighborhood with a strong sense of community.
- Be a place that is fun, active, and joyful.
- Be a place that provides jobs and economic opportunity.
- Be a place that celebrates its history and unique culture.
- Be a center for North American and regional corporate headquarters.

In addition to the vision elements above, the committee defined additional goals that when accomplished will be a measure of success for Downtown Mobile in the year 2025. These goals are defined for each program area that is funded by BID assessment dollars.

PHYSICAL ENVIRONMENT

Beautiful

- Reduce the number blighted buildings by 50%.
- Encourage enforcement of property maintenance standards.
- Reduce the number empty shopfronts by 50%.
- Hanging Baskets (pilot program)
- Spectacular Holiday lighting
- Dauphin Street will have at least one spectacular, signature block.
- Reduce Plastics & Litter distributed by restaurants and businesses.
- Develop topiary installations (pilot program).
- Increase the number of beds planted by 20% over five years.
- Add 1 gateway planting per year.

Welcoming

- Clean and Safe Program will be invigorated through additional programs and higher visibility.
- Downtown's sidewalks will be weed-free year-round.
- Install Gateway art that marks the BID boundaries.
- Highly visible crosswalks at key intersections
- Twinkle lights in trees -> more light installations
- Sidewalk Dining will be attractive, safe, pleasant, and plentiful.
- Visitor Information Cart/Kiosk will be set up in the core.
- Bienville Square will be an active, welcoming public space.

Getting Around/Mobility

- Advocate for and educate about good, walkable urban street design.

- Advocate for 100% of the sidewalks in the BID that are cracked and deteriorating to be replaced with concrete pathways, new or restored granite curb, and flagstone paver accents.
- Advocate for pedestrian scaled lighting (LoDa Cast iron lamp post and luminaire) to continue up Royal, St. Joseph, Conception, Jackson, Joachim, and Claiborne streets and westward on Government, Conti, St. Francis, St. Michael, and St. Louis streets.
- Advocate for clear and multi-channel communication/information for visitors regarding parking options.
- Advocate for, and education of, excellence in historic preservation and walkable urban design principles.
- Advocate for a reduction in the number of one-way streets by converting them to two-way travel patterns.
- Educate on the importance of all commercial parking lots being in compliance with the masking requirements of the Downtown Development District code.
- Educate on the importance of increased, well-marked, and improved on-street parking.

Fun Space

- Construct an artfully designed playground for children.
- Seek development of a “playground” for adults, e.g. rooftop restaurant.
- Develop a playful game program in public spaces.
- Install public art that is playful.
- Create 5 new Instagram-feature spots.
- Develop a library cart in Bienville Square (pilot program).

CREATIVE ENVIRONMENT

Seen

- Encourage murals and public art – 1 installation/year.
- Promote visual arts/galleries of downtown.

Heard

- Encourage and organize regular concerts of various descriptions.
- Develop an organized busker program.

Done

- Encourage an Indie Film Scene.
- Create a “Fun Team” that coordinates small daily activities and events.
- Coordinate a park-based “Reading Room” with MPL.
- Support and educate promoters of events downtown that benefit the downtown community.
- Establish artist studio/maker space with USA and/or ACAC.
- Creative Arts District offering location incentives

COMMERCIAL VITALITY

- Residential
 - 500 new units
- Retail
 - Recruit 1 regional or national retailer/year.
 - Recruit a Walk-in medical clinic.
- Dining
 - Increase the number of people dining downtown. Increase restaurant utilization.
 - More dining options Sunday evening will be available.
- Office
 - Achieve a 10% vacancy rate in Class A & B rated office properties.
 - Increase the number of Downtown workers by 15%.
- Industrial
 - Recruit a Distillery.
 - Support the construction and opening of Innovation PortAL.
- Hotel
 - Improve hotel guest experience in downtown.
 - Increase hotel occupancy at a minimum 2% per year.
 - Increase ADR at 2% per year.
- Government
 - Retain and expand public sector presence in downtown.
 - Provide leadership on the redevelopment of the Civic Center area.

Survey of Downtown Stakeholders

Responses to the latest organizational survey of Downtown Mobile stakeholders were also used as a guide to build the Management Plan. The following is a summary of some of the survey results. A similar survey was conducted in 2014. Where possible, the answers to similar questions from each survey are compared.

Why do you come to Downtown Mobile?

	2014	2019
1. Restaurants and Dining Options	88%	90%
2. Night Life and Bars	56%	61%
3. Special Events	73%	75%
4. Arts & Culture	79%	66%
5. Work	42%	49%
6. Shopping	40%	44%
7. Overall Experience	37%	66%
8. Safe & Clean	72%	86%

How would you rate the District's programs?

	Great + Important
• Flowers & Beautification	97%
• Litter Collection	99%
• Marketing/Newsletters	94%
• Hospitality Team	83%
• Advocacy/Public Policy	92%
• Economic Development	94%
• Events	94%

This Management Plan was created to fulfill the vision of becoming a ***National Leader in Commerce, Creativity, Culture, and Community***. The Plan works to reinforce the successful existing programs of the District, while also implementing new programs to meet new goals in the areas of creativity and community.

Section 2

District Improvement and Activity Plan

Process to Establish the Improvement and Activity Plan

Through a series of Renewal Committee meetings beginning in February of 2019 through June of 2019, District property owners collectively determined the priority for improvements and activities to be delivered by the Business Improvement District (BID).

The services and activities of the BID are tailored to meet the specific needs identified by the local business community that will continue funding the BID. Among the benefits are:

- Maintaining a cleaner, safer, and more attractive business district.
- Helping to maintain and increase property values, improving sales and occupancy rates, thereby increasing the community's overall tax base.
- Ensuring a stable and predictable resource base to fund supplemental services and programs.
- Providing non-bureaucratic and innovative management for the business district.
- Responding quickly to market changes and community needs.
- Developing a stable environment and distinct identity for the business district, making it more competitive with surrounding retail and business centers.
- Leveraging other resources, including money, services, and people.

2020/2021 Operating Budget Improvement and Activity Plan

In developing the District Improvement and Activity Plan, the Renewal Committee was guided largely by the vision for downtown in 2025, the goals set by the committee, and a recognition that maintaining current investment in downtown and attracting new investment to downtown should be a high priority. The BID work programs are defined in these four broad areas:

PHYSICAL ENVIRONMENT COMMERCIAL VITALITY CREATIVE ENVIRONMENT NEIGHBORHOOD ENGAGEMENT

Focusing on these four areas allows the Downtown Mobile District Management Corporation to have flexibility to react to issues that change from year to year. The focus of each of these areas is described in general terms below.

Physical Environment

Physical Environment encompasses the clean and safe programs that are provided by the Crewe of Regents (safe team) and the Crewe of Stewards (clean team). Physical Environment is broader than just clean and safe and also includes parking, lighting, events, and public art, basically anything that contributes to the downtown user's experience. The approach is to consider all of the elements that contribute to the user's downtown experience and develop programs to proactively improve the total

experience. Physical Environment is focused on providing a welcoming place that is beautiful, easy to walk about, and provides a pleasurable experience for a very diverse audience.

Commercial Vitality

Commercial Vitality encompasses programs that are targeted to the recruitment and retention of business investment in downtown. Commercial Vitality is broad and includes focusing on economic development in seven areas:

- Residential
- Retail
- Dining
- Office
- Industrial
- Hotel
- Government

It also includes advocacy on development/zoning issues, public infrastructure (such as street and sidewalk design), incentive programs, and programs to attract new residential investment in downtown - basically anything that contributes to improving the economic vitality of downtown.

Creative Environment

Mobile has always been a place with a special history of creativity and celebration. The work in this area is to develop Downtown Mobile into a vibrant center for art, culture, and creativity. Art/culture is defined broadly and needs to be seen, heard, and done.

Programs and events in this work area will be developed to expand access to art, music, dance, theater, and other creative endeavors. The role of the BID will be to partner with organizations to facilitate the quantity, quality, and diversity of creative presentations in Downtown Mobile. An additional goal of this work is to enhance the creative community through the location of additional creative workshops and studios in downtown.

Neighborhood Engagement

Neighborhood Engagement is all about increasing the sense of community in downtown. Since 2015, 166 new residential units, representing approximately 246 new residents, have been built in downtown. An additional 504 are either under construction or in the development pipeline, representing an estimated 840 new residents.

Programs in this work area will be developed to increase the community connections between residents, businesses, and property owners. Working with the community, the BID will endeavor to strengthen the voice of the downtown stakeholders. The goal of the work in this area is to not only increase the sense of community in downtown, but to increase the personal commitment of business owners, workers, and residents to downtown. One measure of success will be an increase in volunteerism and sense of ownership within the downtown community.

The total BID improvement and activity plan budget for 2020/2021 is projected at **\$2,002,500**. Private property assessment revenue is projected at **\$1,076,500 or 53.76% of the BID Budget**. Every dollar of assessment income is leveraged by \$0.86 of additional income. The balance of the District revenue is generated from government in-lieu fees, earned income, and program revenue. Management staff expenses and support services are allocated to program costs depending on the position and the type of work actually performed. The budget is made up of the following components:

MARKETING AND COLLABORATION

It is important to not only provide the services needed in the District, but to tell the story of improvements in the District. Many of the communication and marketing programs currently in place are produced with non-assessment funds, but are developed and implemented by District personnel. These programs will continue and will be enhanced.

In addition, new programs and new methods will be developed to tell the rich story that is Downtown Mobile. A main goal of Marketing and Collaboration is to reinforce the Commercial Vitality work, Neighborhood Engagement work, and Creative Environment work. To tell the story of why Downtown Mobile is a good environment for investment, whether that investment is a commercial building, a residence, a business, or a creative endeavor.

The communication and marketing program is woven through all four of the work focus areas. The budget for communication products and personnel is spread within the budgets of each of the four focus areas.

PHYSICAL ENVIRONMENT \$1,005,000 51% of the Budget

SAFETY

Downtown Mobile Hospitality Program (Crew of Regents)

The District hospitality/safety program's mission is to support the police department, property owners, and tenants in overall crime prevention efforts and reduction in neighborhood street disorder, while offering a customer service orientation to pedestrians. They provide highly visible neighborhood presence and are intended to supplement, not supplant, individual building security and the Mobile Police Department. Through daily foot and vehicle patrols of the District, the Regents work to deter aggressive panhandling and other unsuitable behavior. They handle a myriad of quality of life problems including: drinking in public, urinating in public, indecent exposure, trespassing, and scavenging.

The Regents respond to calls to the District Hotline, a phone number used by visitors who need motorist aid (gas, jump starts, car unlocks and flat tire repair) or visitor information. They perform goodwill gestures such as helping lost persons, conducting tours, and escorting office workers to parking.

They patrol assigned routes evenly, covering all property daily on designated routes within the district. They are professional, assertive, friendly, courteous, people-oriented individuals in excellent physical condition. The Regents complete 40 hours of customized classroom district training and field training.

Integration with the Mobile Police Department

The Downtown Mobile Business Improvement District hospitality team works closely with Mobile Police Department officials.

MAINTENANCE

Business Improvement District Clean Team (Crew of Stewards)

The Crew of Stewards is responsible for the daily maintenance needs of the District to present a consistently clean, orderly, and beautiful appearance for residents and visitors. In order to effectively address the many maintenance issues in the Business Improvement District, a multi-dimensional approach will consist of the following elements:

Sidewalk Litter Removal: Uniformed, radio equipped Stewards sweep litter, debris, and refuse from sidewalks throughout the district.

Graffiti Removal: Painters remove graffiti at the ground level by painting, using solvent, and/or pressure washing. The district will maintain a zero tolerance graffiti policy. The goal of the district is to remove tags within 24 hours of receiving approval from the property owner or other appropriate authority.

Weed Abatement: Weeds are regularly controlled and removed before they become unsightly.

Paper Sign and Handbill Removal: Paper signs and handbills taped or glued on public property, utility boxes, and poles are removed by hand or when necessary by pressure washing.

LANDSCAPE PROGRAMS

Additional seasonal plantings of colorful flowers supplementing those already planted by the City will continue. The BID Services Horticulture Team plants and maintains 200 flower beds throughout downtown, with the 60 beds on Dauphin Street changed three times a year.

PUBLIC SPACE PROGRAMMING

In order to continually enhance the user experience in Downtown Mobile, public space programming will continue in the next five years. Both Bienville Square and Cathedral Square will continue to be active public spaces. Programs will also be developed to activate other public spaces throughout the district.

COMMERCIAL VITALITY**\$296,000****15% of the Budget**

In order to address the major issues of vacant storefronts and vacant office space, a proactive recruitment and retention program will continue. It is critical to the success of downtown to continue programs and develop new programs that support professional real estate brokers and attract new businesses and tenants to downtown.

Programs will also be continued to retain and improve the current businesses in downtown. Efforts in the area of Commercial Vitality will include working with the City and property owners to facilitate ever smoother permitting, inspection, and zoning processes. Successful residential programs that began in 2015 to increase multifamily and single family residential units will be continued.

New strategies are being developed to reduce office vacancy as well as increase light manufacturing/maker jobs in downtown. Economic development resources will be invested in both of these areas.

NEIGHBORHOOD ENGAGEMENT**\$195,000****10% of the Budget**

In order to increase the sense of community in downtown it is important to increase the community connections between residents, businesses, and property owners. Programs are being developed to reach out to the downtown stakeholders and increase their involvement in, and commitment to, the downtown community. Working with the community the BID will help strengthen the voice of the downtown stakeholders.

CREATIVE ENVIRONMENT**\$200,000****10% of the Budget**

Programs will be developed to expand access to art, music, dance, theater, and other creative endeavors. The BID will work to locate creative workshops and studios in downtown. The role of the BID will be to partner with organizations to facilitate the quantity, quality, and diversity of creative presentations in Downtown Mobile. Included in this area is the annual meeting and luncheon.

OFFICE EXPENSE/ADMINISTRATION**\$256,500****14% of the Budget**

The office expense budget is for non-labor overhead expenses and includes rent, insurance, audit and legal fees, and other office related expenses as well as capital.

Section 3

Downtown Mobile Business Improvement District Boundary

Overall District Boundary

The Downtown Mobile Business Improvement District consists of all property defined as being within the following boundaries. The District encompasses approximately 79 blocks. There is no change to the current District boundary for 2015 to 2020. (See map for further detail and Exhibit B for list of parcels within the BID District)

Beginning at the intersection of Beauregard Street and Water Street head south along Water Street to the intersection of Church Street. Turn west on Church Street to the intersection with Conception Street, at Conception, turn south to Monroe Street to Claiborne Street to the intersection with Civic Center Drive. Turn west on Civic Center Drive to the intersection with Lawrence Street. Turn north on Lawrence Street to Government Street, turn west on Government to Cedar Street, turn north on Cedar to St. Francis Street, turn east on St. Francis to Hamilton Street, turn north on Hamilton to St. Anthony Street, turn east on St. Anthony to Jackson Street, turn north on Jackson to the north property line of parcel #02-29-06-40-0-002-042, turn east along the north parcel lines of parcel numbers 02-29-06-40-0-002-042, 02-29-06-40-0-002-041, 02-29-06-40-0-002-040, 02-29-06-40-0-002-039, 06-40-0-002-053, 02-29-06-40-0-002-047.01, to Conception Street, turn north on Conception Street to Adams Street, turn west on Adams to Jackson Street, turn north on Jackson Street to Beauregard Street, turn east on Beauregard Street to the point of beginning at the intersection of Beauregard Street and Water Street.

Reserved for map

Section 4

Assessment Methodology

Assessment Methodology

Downtown Mobile Business Improvement District property owners and business owners have emphasized that the assessment formula for the Business Improvement District must be fair, balanced, and have a direct relationship to benefits received.

The recommended methodology for the Downtown Mobile Business Improvement District is to use Fair Market Value, as determined by the county assessor, as the only assessment vehicle. In order to more accurately reflect the benefits received by properties, it was determined that four assessment levels based on each parcel's total value will be used. Depending on total value, each parcel's assessment will be calculated based on the assessment rates below:

- Level One: \$1 to \$1 million in Fair Market Value
- Level Two: Over \$1 million to \$10 Million in Fair Market Value
- Level Three: Over \$10 million to \$20 million in Fair Market Value
- Level Four: Over \$20 million in Fair Market Value

Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the District Property Owners and their consultant team. The process for compiling the property database includes the following steps:

- Property data was first obtained from the Assessor's Office.
- A site survey was undertaken to verify selective data.
- A list of parcels to be included within the BID is provided as Exhibit B.

Based upon the methodology as set forth above, property data compiled by the Business Improvement District property owners and the Business Improvement District budget, 2020-2021 year assessments are established.

Assessment per	Level One	Level Two	Level Three	Level Four
Dollar of total Market Value	\$0.0045	\$0.0037	\$0.003	\$0.0005

Examples of Calculation

Fair Market Value = \$560,000

Assessment Level One $\$560,000 \times .0045 = \2520

Total Parcel Assessment Per Year \$2520

Fair Market Value = \$2,500,000

Assessment Level One first \$1M of value \$1,000,000 X .0045 = \$4,500

Assessment Level Two over \$1M to \$10M \$1,500,000 X .0037 = \$5,550

Total Parcel Assessment Per Year \$10,000

Fair Market Value = \$22,000,000

Assessment Level One first \$1M of value \$1,000,000 X .0045 = \$4,500

Assessment Level Two over \$1M to \$10M \$9,000,000 X .0037 = \$33,300

Assessment Level Three over \$10M to \$20M \$10,000,000 X .003 = \$30,000

Assessment Level Four over \$20M \$2,000,000 X .0005 = \$1,000

Total Parcel Assessment Per Year \$68,800

Annual Budgets

Budgets and assessments will be reviewed each of the five years of the BID term by the District Management Corporation Board of Directors. Prior to approval by the board of directors each annual budget will be publicly advertised and a public hearing on the budget will be held as provided for in State Law. Over the term of the five years property values could change which may result in a change in the total property assessment paid. Any annual budget surplus or deficit may be rolled into the following year's budget. Assessments will be set accordingly by the Downtown Mobile District Management Corporation Board of Directors.

Budgets may vary on an annual basis, without a change in assessment rates, due to changes in individual properties that cause a change in the amount of assessed value within the district. For example, as a new building is completed and the revised market value of that property is included in the BID, the budget may increase and additional programs may be developed to meet increased needs or the budget may stay the same and assessment rates may be lowered.

Increases or decreases to the assessment rate will be determined by the Downtown Mobile District Management Corporation Board of Directors on an annual basis as part of the budget and public hearing process as defined by State Law. Increases in the assessment rate, if any, may not exceed 5% in any given year.

Time and Manner for Collecting Assessments

As provided by state law, the Business Improvement District assessment may either appear as a separate line item on annual property tax bills or may be billed separately by the Downtown Mobile District Management Corporation. If the Downtown Mobile District Management Corporation elects to separately bill the assessment, the Corporation shall set the procedures for billing and payment. By State Law, Business Improvement District assessments shall be enforceable by a lien on the real property.

Sunset Provision

Within 90 days after the adoption and approval of the fifth annual budget, the City, as set forth in State Law, shall set a hearing to determine whether the District should be continued, modified, or terminated.

Assessment of Possessory Interests (Beneficial User)

As per State Law, "When record title to real property is vested in a public corporation or authority under a bond financing plan provided for by statute, the beneficial user of the real property in which title may ultimately be vested by purchase shall be deemed the owner of the real property."

Publicly Owned Property

Owners of public property benefit in the same manner and to the same extent as owners of private property. The Downtown Mobile District Management Corporation will negotiate with owners of public property to receive in-lieu payments based upon the same assessment rate schedule as applied to private property. The budget reflected in this document includes in-lieu payments from the City of Mobile, County of Mobile, and the Retirement Systems of Alabama.

Treatment of Owner Occupied Residential

As per State Law, owner occupied, single family residential properties shall be exempt from the business improvement district assessment. In order to receive a residential exemption, property owners must apply in writing to the Downtown Mobile District Management Corporation. Each request must include the parcel number and such evidence as may be requested by the Downtown Mobile District Management Corporation in order to determine that the property qualifies to receive the owner occupied, single family residential exemption. Requests for exemptions must be filed between January 1 and April 30 of each year to receive an exemption for the forthcoming fiscal year. Property owners who fail to provide the required documents in support of a request for exemption prior to May 1 shall be invoiced for the full amount of the assessment and subject to the Downtown Mobile District Management Corporation's collection procedures.

Assessment Policy on 501(c)(3) Organizations

An owner of real property located within the Business Improvement District may reduce the amount of the assessment to be levied by fifty percent (50%) if all of the following conditions are met:

- a. The property owner is a non-profit corporation which has obtained tax exemption under Internal Revenue Code Section 501(c)(3).
- b. The class or category of real property is eligible for exemption, in whole or in part, from real property taxation.
- c. The property owner makes the request in writing to the BID between January 1 and April 30 each year, accompanied by documentation of the tax exempt status of the property owner and the class or category of real property.

If all of these conditions are met, the amount of the assessment to be levied shall be reduced by 50% in the year of request.

Eminent Domain

As per State Law, "No self-help business improvement district or district management corporation shall have the power of eminent domain."

Section 5

Business Improvement District Governance

Consistent with Business Improvement District (BID) legislation throughout the nation, Alabama's legislation establishes a governance framework that allows property owners who pay assessments to determine how the assessments are used. The following components are required within a governing structure.

Private Sector, District Management Corporation

The "Downtown Mobile District Management Corporation," a nonprofit corporation, incorporated under the Alabama Nonprofit Corporation Act, Chapter 3A of Title 10, Code of Alabama 1975 is designated by ordinance of the municipality to manage the day-to-day operations of the Downtown Mobile Business Improvement District. The governing board of the Downtown Mobile District Management Corporation, made up of District property and business owners, is responsible for setting the goals, policies, procedures, and annual budget for the Downtown Mobile Business Improvement District and overseeing their fulfillment. The By-Laws and Articles of Incorporation of the Downtown Mobile District Management Corporation are included as Exhibit A.

Section 6

Continuation of City Services

Throughout the process to re-establish the Downtown Mobile Business Improvement District, business and property owners have voiced concerns that the City of Mobile maintains existing services at verifiable "baseline" service levels. As provided by State Law, a formal contract defining baseline level of service and providing that the municipality shall continue the same level of services in the district as provided prior to the creation thereof ensures that existing City services are enhanced and not replaced by new BID improvements and activities.

Section 7

Term of District

The Downtown Mobile Business Improvement District (BID) is expected to be renewed and begin implementation of the management plan July 1, 2020 and continue in existence until June 30, 2025. Pursuant to state law, the BID will have a five-year life. In order to continue the BID beyond five years, a new management plan must be developed and a public hearing process conducted.



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - District 1 - Fred Richardson (cases 3)

Councilmember - District 2 - Levon Manzie (cases 8)

Councilmember - District 3 - C. J. Small (cases 2)

Councilmember - District 4 - John Williams (cases 4)

Councilmember - District 5 - Joel Daves (case 1)

Councilmember - District 6 - Bess Rich (case 1)

Councilmember - District 7 - Gina Gregory (cases 3)

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group #1601

Effective Date of Contract:

10/22/2019

Funding Source

Project # Weed Lien Group #1601

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Weed Lien Group #1601 reso	Backup Material	10/16/2019
	Cover Memo	10/25/2019

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			10/17/2019 -

Enforcement Merchant, Mary Ann

Approved

8:29 AM



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Mary Ann Merchant, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: October 17, 2019

SUBJECT: WEED LIEN GROUP **1601**

Attached, please find Assessment Lists for Weed Lien Group Number **1601** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/22/2019

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/26/2019

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

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

NUISANCE PHOTOS (DATED): 10/24/2019

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 11/7/2019

LEGAL NOTICE ADS: 11/13/2019-11/20/2019

POSTING DATE: 11/19/2019

Copy to: Felicia Glover

FE 10/15/19

WEED LIEN						
1601					Res. No.	
10/22/2019	LOTS TO BE DECLARED					58-
11/26/2019	LOTS FOR PUBLIC HEARING					58-
//2019	LOTS TO BE ASSESSED FOR COST					58-
				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	2073 Clinton St	944247	1662		1	
2	2400 Railroad St	944215	1663		2	
3	1070 Cottrell St	942896	1664		3	
4	5631 Will Casher Ln F/k/a Casher Rd	941214	1665		4	
5	5641 Will Casher Ln	941215	1666		4	
6	608 English St	944608	1667		2	
7	1206 Congress St	945183	1668		2	
8	712 Johnston Ave	945447	1669		2	
9	50 Macks St	945447	1670		1	
10	1605 Robinson St	943609	1671		2	
11	1200 Forest Dale Dr	939849	1672		7	
12	5102 Village Cir E	946614	1673		7	
13	2500 Greenlawn Dr	932223	1674		4	
14	2301 Crystal Key	945441	1675		6	
15	2450 Dog River Dr	924759	1676		4	
16	2955 Cotton St	945686	1677		1	
17	147 University Blvd	942276	1678		5	
18	1910 N. Belle Cour Dr	944824	1679		3	
19	5663 Diane Dr	949523	1680		7	
20	1651 Wexford St	946218	1681		2	
21	605 Youngs Aly	946621	1682		2	
22	614 Youngs Aly	948716	1683		2	
District total for this group		Numbers of lots cut				
1	3		1			
2	8		2			
3	2		3			
4	4		4			
5	1		5			
6	1		6			
7	3		7			
	22			0		
*ADD Added in from other Groups		*CBC Cut By Contractor				
*CBO Cut By Owner		*UDL Undeveloped Lot				
*N/A Taken out by Inspector						

 10/15/19
 10/15/19

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 22 described in the resolution adopted on the 22nd day of October, 2019, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 21, as described in the resolution adopted on the 22nd day of October, 2019, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.1601 on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 2019 SOUTHEASTERN FALL NATIONAL CARE MEET & SHOW TO BE HELD ON OCTOBER 23-26, 2019 IN DOWNTOWN MOBILE

Amount of Contract:

\$250.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/20/2019 - 3:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR "T.A.L.L. LEADERSHIP PROGRAM GIVING A CHILD THE OPPORTUNITY TO BE MENTORED BY LOCAL LEADERS IN OUR COMMUNITY IN TALKING AND EDUCATING THEM ABOUT THEIR FUTURE CAREER CHOICES

Amount of Contract:

\$5,000.00

Funding Source

Project # DSC-04 / 10041020-42080

Discretionary Funds DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/20/2019 - 3:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES - GIVING \$2,000.00

COUNCILMEMBER BESS RICH - GIVING \$2,000.00

COUNCILMEMBER GINA GREGORY - GIVING \$2,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS
"SEMINARS AND DEMONSTRATION" VENUE TO BE HELD ON MARCH 26-29,
2020

Amount of Contract:

\$6,000.00

Funding Source

Project # DSC-07 /10041020-42080 & DSC-06 /
10041020-42080 & DSC-05 / 10041020-42080

Discretionary Funds DSC-07 & DSC-06 & DSC-
05

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/20/2019 - 4:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER LEVON MANZIE

Purpose and Scope of Project:

CONTRIBUTION TO THE OZANAM CHARITABLE PHARMACY "WILD WILD WEST FUNDRAISER" THAT WAS HELD AT THE EZELL HOUSE ON NOVEMBER 7, 2019

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/21/2019 - 9:47 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED FOR MAINTENANCE WORK FOR THE ROUNDABOUT AND ITS PARAMETER ON N. MCGREGOR AVE., GRASS CUTTING, POCKET PARK, POWER SUBSTATION, CLOCK PLANTER AND MAINTENANCE FOR STREET TREES ON THE CITY'S RIGHT OF WAY

Amount of Contract:

\$17,000.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/21/2019 - 9:57 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:11/26/2019

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

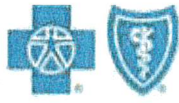
If not bid, state reason: n/a

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:11/26/2019

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
		11/21/2019 -

Legal
Mayors
Office

Kern, Chris
Wesch, Paul

Approved
Approved

10:11 AM
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.

Balance of page left blank.

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
Converto, 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:11/26/2019

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:11/26/2019

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:11/26/2019

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

Discretionary Funds

Project String 20002000.94070

Contract Number:

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

Grant Funds

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:11/26/2019

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:11/26/2019

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:11/26/2019

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:

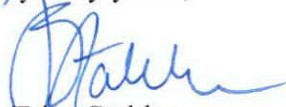
Enclosed please find the following pertaining to MFBS Corporation's and Scotch & Gulf Lumber, LLC's Petition to vacate McGowin Avenue:

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)

[illegible]

Circumstances	Percentage
Self-defense	85%
To protect others	75%
To protect property	65%
To protect the community	55%
To protect the environment	45%

[illegible]

DOI: 10.1002/for

U. S. 1000

1000

17 2002

LONG-TERM EFFECTS OF MATERNAL STEAM EXPOSURE. The effects of maternal steam exposure on the development of the fetus were assessed in a study of 100 women who had been exposed to steam during the first trimester of pregnancy. The study found that the incidence of congenital anomalies was significantly higher in the exposed group compared to the control group. The results suggest that maternal steam exposure during the first trimester may have long-term effects on fetal development.

[illegible]

VICINITY MAP

COUNTY SECTION 44
T-9S, R-18E

000 592 N

[illegible][illegible]

1978

WOODMAN AVENUE

WOODMAN STREET

WOODMAN COURT

1000' 0"

0 100 200 300 400 500 600 700 800 900 1000

1978

Figure 1 is a map of the study area. It shows the location of the study site (red dot) relative to the city of Hanoi (black dot) and the Red River (blue line). The map includes a scale bar (0 to 10 km) and a north arrow.

 McGraw-Hill CONSTRUCTION INFORMATION GROUP 1221 AVENUE OF THE AMERICAS NEW YORK, N.Y. 10020-1346 (212) 512-2000		PLANT: BOULDER SURVEY SECTION: G VALLEY NEIGHBOR WAY SHEET: 0 OF 01	
DATE: 11/28/2009 TIME: 10:00 AM PROJECT NO: 10-008	DRAWN: J. J. JONES CHECKED: J. J. JONES APPROVED: J. J. JONES	SCALE: 1"=100' SHEET: 0 OF 01	



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". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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:

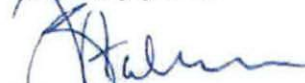
Our firm represents MFBS Corporation ("MFBS") and Scotch & Gulf Lumber, LLC ("SGL") in connection with their application to the City of Mobile (the "City") to vacate the 50' right-of-way known as McGowin Avenue (located near the intersection of Bay Bridge Road and Conception Street Road). A copy of the 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".

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

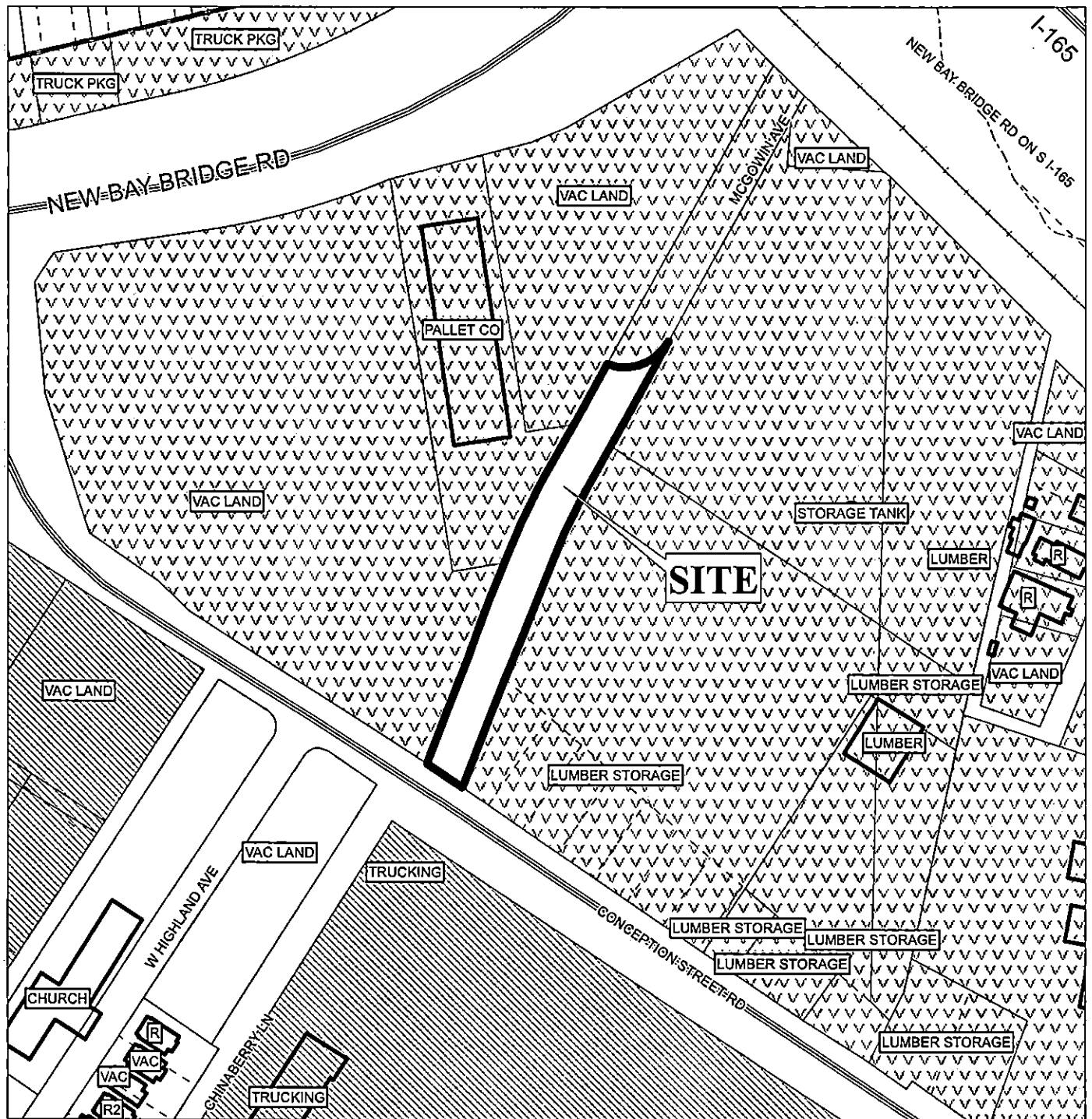
March 27, 2019

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:11/26/2019

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
fee

Type
Cover Memo

Upload Date
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:11/26/2019

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

11/21/2019 -
1:58 PM