

ORDINANCE NO. 2019 - 5109

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY NO LONGER NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE OF SAID PROPERTY BY THE CITY OF PELL CITY, ALABAMA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PELL CITY, ALABAMA, AS FOLLOWS:

1. It is hereby established and declared that the following described real property of the City of Pell City, Alabama, is no longer needed for public or municipal purposes, to-wit:

Commence at the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 30, Township 16 South, Range 4 East, St. Clair County, Alabama; thence proceed North 50° 30' East 815 feet to the point of beginning; thence proceed North 18° 15' East 550 feet to a stone corner; thence proceed South 71° 55' East 992 feet to a stone corner; thence proceed north 18° 5' West 310 feet to a stone corner; thence proceed South 63° 46' West 342 feet to a stone corner; thence proceed North 71° 55' West to the point of beginning.

2. Pursuant to the authority granted by § 11-47-20, Ala. Code 1975, the Mayor of the City of Pell City, Alabama, is hereby directed to dispose of and convey title to the above described real property.

3. Severability. If any part, section, or provision of this Ordinance shall hereafter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of any other section or provision of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

4. Repeal of Conflicting Ordinances. Any Ordinance, Resolution, or previous Council authorization in conflict with this Ordinance shall be and is hereby repealed on the effective date of this Ordinance.

5. Effective Date. This Ordinance shall become effective immediately upon approval and publication as required by law.

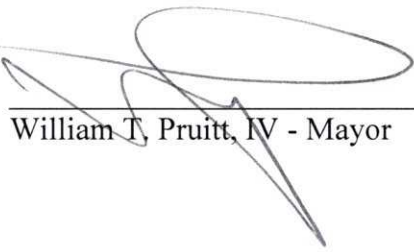
**ADOPTED AND APPROVED** this the 8<sup>th</sup> day of April, 2019.

  
James McGowan - Council President

ATTEST:

  
Penny Isbell - City Clerk

**APPROVED** this 8<sup>th</sup> day of April, 2019.


  
William T. Pruitt, IV - Mayor

ATTEST:

  
Penny Isbell - City Clerk

**CERTIFICATION**

I, Penny Isbell, Clerk of the City of Pell City, hereby certify that the above Ordinance was duly adopted by the City Council of the City of Pell City at a regular meeting held on the 8<sup>th</sup> day of April, 2019, and that same has been published in accordance with law in the *St. Clair News Aegis* on the 11<sup>th</sup> day of April, 2019.

  
City Clerk

**CITY OF PELL CITY**  
**Request for Proposals**  
**For**  
**Purchase of Surplus Property**



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The City of Pell City is requesting proposals from parties interested in purchasing 4.44 acres of City-owned property located at the intersection of Old Coal City Road and Florida Road, Tax Parcel Number 22-09-30-0-003-012.000 (Property).

Proposals will be accepted until March 13, 2019 at 10:00 a.m., at 1905 First Avenue North, Pell City, Alabama 35125. All proposals should be sealed and marked externally as "RFP – Surplus Property."

**I. Description of Property**

- The property offered is described in the attached survey, marked as Exhibit A;
- The size of the property is 4.44 acres, or 193,203 square feet;
- The property will be annexed into the corporate limits of the City of Pell City prior to its sale;
- The zoning designation assigned to the property will be Residential Agricultural (R-A);
- The property consists primarily of woodland, with no structural improvements present.

**II. Conditions Governing the Sale of the Property**

**A. Offer**

Respondents must offer to purchase the Property in cash at closing. All Respondents must complete and submit the Offer to Purchase indicating the amount offered for the Property. All valid responses submitted shall be presented to the City Council for consideration. The City reserves the right to formally accept or reject any offer.

**B. Title and Escrow Costs**

The successful Respondent(s) shall be solely responsible for paying all closing fees and costs associated with the transaction, including, but not limited to, additional survey services, the cost of the owner's title policy, and escrow fees.

**C. Earnest Money Deposit**

Within five (5) business days after the City's acceptance of the successful offer(s), the successful Respondent shall be required to deposit 10% of the accepted offer amount as

earnest money, with a mutually acceptable title company as escrowee. The earnest money shall be non-refundable.

**D. Site Visit**

Interested parties wishing to conduct a site visit may do so by contacting Street Superintendent Greg Gossett at (205) 473-6209 or via email at [ggossett@cityofpellcity.net](mailto:ggossett@cityofpellcity.net) prior to March 1, 2019.

**E. Submission of Proposal**

To be considered, sealed proposals must be submitted to the City of Pell City no later than 10:00 a.m. on March 13, 2019. No proposals submitted by electronic mail or facsimile will be accepted. The outside of the envelope must be marked "SALE OF REAL PROPERTY RFP" and delivered to:

City of Pell City  
Attn: City Manager  
1905 1<sup>st</sup> Avenue North  
Pell City, AL 35125

**F. Provision of Contact Information**

Those interested in submitting a proposal are encouraged to provide contact information to the City at [bmuenger@cityofpellcity.net](mailto:bmuenger@cityofpellcity.net). This will allow the City to contact interested parties with any addenda or changes to this RFP. Individuals who do not submit contact information to the City shall be solely responsible for independently verifying if any addenda or changes have been issued for this RFP.

**G. Questions**

All questions or requests for clarification shall be submitted in writing via email to [bmuenger@cityofpellcity.net](mailto:bmuenger@cityofpellcity.net) prior to March 8, 2019. The City will make all questions and answers available to all registered interested parties.

**H. Conflict of Interest**

Any respondent who has a conflict of interest or potential conflict of interest shall disclose the same in his or her offer. The City shall consider conflicts of interests in its award process.

**I. Award**

The City will award the proposal to the highest responsible bidder and/or as is otherwise determined to be in the best interests of the City and to support the highest and best use of the Property. The sale of the Property is subject to the approval of the City Council of the City of Pell City. The City reserves the right to negotiate with Respondent, and to reject any and all offers.

**J. Submission Requirements**

**1. Required Content**

At a minimum, the following information must be included in all proposals:

**A. Cover Letter**

The respondent must submit a cover letter committing the Respondent to purchasing the Property on the terms and conditions set forth in this RFP.

**B. Offer to Purchase**

A respondent must complete the Offer to Purchase for the Property.

**C. Non-Collusion Affidavit**

The Respondent must submit a notarized Non-Collusion Affidavit, attached hereto and incorporated herein, certifying that the Respondent has not colluded with any other entity or individual in the submission of the Proposal.

**K. Evaluation Criteria**

The City reserves the right to contact some or all of the Respondents to clarify non-material aspects of their offers. In evaluating the Proposals, the City's selection will be based upon those factors deemed necessary to promote the best interests and welfare of the City, including, without limitation, the best use of the property.

**L. Rejection of Proposals**

This RFP shall not create any legal obligation of the City to evaluate any Proposal that is submitted or to enter into any contract or any other agreement with an entity who submits a response except on terms and conditions that the City deems, in its sole and absolute discretion, to be satisfactory and desirable. All Proposals should contain an affirmative statement regarding whether there is any "conflict of interest" with the City, its elected and appointed officials, and the Respondent. The City reserves the right to reject all

Proposals received and the right to waive nonmaterial formalities and technicalities according to the best interests of the City. Any Proposals submitted shall be binding for sixty (60) days following the City's opening and review of the same. The City reserves the right to select a Respondent or multiple Respondents for the sale of the Property. By submitting a Proposal, the Respondent acknowledges its understanding of the requirements of this submission and agrees to be bound to the same.

**M. No Liability for Costs**

The City is not responsible for costs or damages incurred by interested parties in connection with the RFP process. This includes, but is not limited to, costs associated with preparing the Proposals and of participating in any site visits, oral presentations and negotiations.

**N. Contract Award**

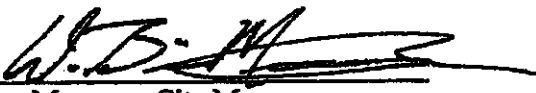
The Respondent's Proposal must be complete to be considered for the award.

**O. City's Rights**

The City reserves the right to qualify, accept or reject any or all Respondents and accept any Proposal deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all Proposals and waive irregularities or technicalities in any Proposal when in the best interest of the City and the best and highest use of the Property. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the RFP. Consideration may be given to, but not limited to, Respondent's proposed use of the Property, the best and highest use of the Property, and the offer price(s). The City reserves the right not to accept the highest offer if it does not comport with the best and highest use of the Property or is not in the best interests of the City.

**P. Award**

Award, if made, shall be in the form of a contract. All prescriptions of the RFP shall be understood as a form of a signed contract.

  
Brian Muenger, City Manager  
205-338-2244 x103  
bmuenger@cityofpellcity.net



**OFFER TO PURCHASE REAL PROPERTY**

TO: City of Pell City  
Attn: Brian Muenger, City Manager  
1905 1<sup>st</sup> Avenue North  
Pell City, AL 35125

Acorn L.L.C, herein called the "Buyer," hereby offers and agrees to purchase from the City of Pell City ("City") subject to the terms and conditions contained in this Offer and the RFP at the price set forth below:

\$ 36,100.00 for the Property Located at the intersection of Old Coal City Road and Florida Road (Parcel Number: 22-09-30-0-003-012.000).

Possession shall be granted upon closing.

The Escrow Agent shall be Trustee in Full Rec of Pell. Transfer of the Property shall be by Special Warranty Deed.

Use of Property shall be Common Develop.  
(Attach additional documents as needed.)

Closing shall be within sixty (60) days of acceptance of this Offer, unless otherwise agreed to by the parties. This sale is subject to approval by the City of Pell City, and the City reserves the right to reject all offers.

**SUBMITTAL:** To ensure proper identification and handling, submit your Offer in a sealed envelope to the City of Pell City no later than 10:00 a.m. on March 13, 2019. No proposals submitted by electronic mail or facsimile will be accepted. The outside of the envelope must be marked "SALE OF REAL PROPERTY RFP" and delivered to:

City of Pell City  
Attn: City Manager  
1905 1<sup>st</sup> Avenue North  
Pell City, AL 35125

Timely delivery of the Offer is the sole responsibility of the Respondent. Late offers will not be accepted. All offers shall remain valid for a period of 60 days from the RFP opening date. The successful Respondent will be determined by the City. Bids must remain valid for 60 days from the bid opening date during which time the City may accept or reject any Offer(s).



**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing bid are true and correct.

Dated this 13<sup>th</sup> day of March, 2019.

ARCUN L.L.C  
(Name of Organization)

W. A. GOODAME  
(Title of Person Signing)

W. A. Goodame  
(Signature)

**ACKNOWLEDGEMENT**

STATE OF Alabama  
COUNTY OF St Clair

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 13<sup>th</sup> day of March, 2019.

Mary Rebecca Power  
Notary Public Signature

My Commission Expires:

My Commission Expires  
May 26, 2020

City of Pell City  
RFP - Real Property  
January 14, 2019