



**REQUEST FOR PROPOSAL/LETTER OF INTENT BY THE CITY OF
TUSCALOOSA**

(A16-0515)

August 2, 2019

TO: Any Interested parties

RE: Request for Proposal/letter of intent Regarding 61 Acres More or Less of Land in The City of Tuscaloosa

A. Generally.

AS PROVIDED IN MORE DETAIL BELOW, THE DEADLINE FOR RESPONSES TO THIS REQUEST FOR PROPOSAL/LETTER OF INTENT IS END OF BUSINESS (5:00 P.M.) local time Tuscaloosa, Al. August 27, 2019.

The City of Tuscaloosa wishes to receive proposals/letters of intent from interested parties for the redevelopment of 61 acres, more or less, of property located in the City of Tuscaloosa. The site is the previous location of the shuttered McFarland Mall (approximately 36 acres) located at the intersection of McFarland Boulevard and Skyland Boulevard and Moore Property (approximately 25 acres) located East of McFarland Mall and along the I-59/20 Interstate corridor. The City has negotiated sales contracts with the owners of said tracts, however, the City has requested and the seller has agreed to grant a 45 day due diligence period for the City to

discern any potential third party interest by seeking letters of intent regarding the properties from prospective parties. The proposal/letter of intent may include all or portions of the properties.

The City is seeking proposal/letter of intent from parties to purchase this property and develop it in a manner that enhances the City primarily for commercial, retail, lodging or similar uses or a potential public private benefit use. A Proposed interest/development that generates sales and ad valorem tax revenue is preferred.

B. The Property

Tuscaloosa County Tax Assessor	Parcel Id: 30 09 31 3 004 002.000
Tuscaloosa County Tax Assessor	Parcel Id: 30 09 31 3 004 002.001
Tuscaloosa County Tax Assessor	Parcel Id: 30 09 31 3 004 003.000
Tuscaloosa County Tax Assessor	Parcel Id: 30 09 31 3 005 001.000
Tuscaloosa County Tax Assessor	Parcel Id: 30 09 31 4 002 002.000
Tuscaloosa County Tax Assessor	Parcel Id: 30 09 31 4 002 001.001

PARCEL 1:

A parcel of land located in the Southwest Quarter of Section 31, Township 21 South, Range 9 West Tuscaloosa County, Alabama and being more particularly described as follows: As a starting point, start at the Southeast corner of said Southwest Quarter; thence Northwardly and along the Eastern boundary of said Southwest Quarter for a distance of 308.15 feet to a point on the Northern boundary of Skyland Boulevard (U.S Highway No.11 Bypass); thence with a deflection angle of 95 degrees and 13 minutes to the left run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S Highway No.11 Bypass) for a distance of 598.26 feet to a point; thence with a deflection angle of 90 degrees and 00 minutes to the right run in a Northerly direction for a distance of 20.00 feet to a point; thence with a deflection angle of 90 degrees and 00 minutes to the left run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S. Highway No.11 Bypass) for a distance of 126.30 feet to the POINT OF BEGINNING of the property herein described, said point being the Northwest corner of the intersection of Skyland Boulevard (U.S. Highway No.11 Bypass) and Andrew Street; thence continue Westerly and along the North boundary of said Skyland Boulevard (U.S. Highway No.11 Bypass) for a distance of 174.42 feet deed, 173.50 feet ground to a point; thence with a deflection angle of 90 degrees and 00 minutes to the left run in a Southerly direction for a distance of 20.00 feet to a point; thence with a deflection angle of 90 degrees and 00 minutes to the right run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S. Highway No.11 Bypass) for a distance of 714.72 feet to a point, said point being the Southeast comer of Lot 1 of McFarland Mall as recorded in Plat Book 19, Page 315 in the Probate Office of Tuscaloosa County, Alabama; thence with a deflection angle of 90 degrees and 00 minutes to the right run in a Northerly direction and along the Eastern boundary of said Lot 1 for a distance of 101.04 feet to a point; thence with an interior angle of 229 degrees and 25 minutes run in a Northwesterly direction and along the Northeastern boundary of said Lot 1 for a distance of 29.98 feet to a point; thence with an interior angle of 219 degrees and 09 minutes run in a Westerly direction and along the Northern boundary of said Lot 1 for a distance of 177.27 feet to a point; thence with an interior angle of 271 degrees and 26 minutes run in

a Southerly direction and along the Western boundary of said Lot 1 for a distance of 125.00 feet to a point, said point being on the North boundary of Skyland Boulevard (U.S. Highway No.11 Bypass); thence with an interior angle of 90 degrees and 00 minutes run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S. Highway No.11 Bypass) for a distance of 465.93 feet to a point; thence with an interior angle of 129 degrees and 38 minutes deed and 129 degrees and 50 minutes ground run in a Northwesterly direction for a distance of 127.57 feet to a point, said point being on the Eastern boundary of McFarland Boulevard (U.S. Highway No.82 Bypass); thence with an interior angle of 129 degrees and 38 minutes run in a Northerly direction and along the Eastern boundary of said McFarland Boulevard (U.S. Highway No.82 Bypass) for a distance of 398.00 feet to a point; thence with an interior angle of 90 degrees and 00 minutes deed and 90 degrees and 03 minutes ground run in an Easterly direction for a distance of 150.00 feet to a point; thence with an interior angle of 270 degrees and 00 minutes deed and 269 degrees and 58 minutes ground run in a Northerly direction for a distance of 424.80 feet to a point, said point being on the Southern boundary of U.S. Interstate Highway No.1-59; thence with an interior angle of 122 degrees and 24 minutes deed and 122 degrees and 19 minutes ground run in a Northeasterly direction and along the Southern boundary of said U.S. Interstate Highway No.1-59 for a distance of 747.79 feet to a point; thence with an interior angle of 168 degrees and 15 minutes continue in a Northeasterly direction and along the Southern boundary of said U.S. Interstate Highway No.1-59 for a distance of 768.70 feet to a point; thence with an interior angle of 74 degrees and 52 minutes run in a Southerly direction and along the prolongation of the western boundary of Andrew Street for a distance of 1,275.91 feet deed, 1,276.49 feet ground to the POINT OF BEGINNING, at which point the interior angle being 95 degrees and 13 minutes deed and 95 degrees and 05 minutes ground. LESS AND EXCEPT that certain parcel of land conveyed to Tres Woodland Investment, LLC on November 27th, 2013, and recorded in Deed Book 2013, at Page 20579 in the Probate Office of Tuscaloosa County, Alabama.

PARCEL 2:

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section 31, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows: COMMENCE at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 31; thence run Northwardly along the East boundary of said Southeast Quarter of the Southwest Quarter 1165.40 feet; thence, with a deflection angle left of 90 degrees, 00 minutes, 00 seconds, run Westwardly 300.00 feet; thence, with a deflection angle right of 90 degrees, 00 minutes, 00 seconds, run Northwardly 183.54 feet; thence, with a deflection angle left of 89 degrees, 28 minutes, 00 seconds, run Westwardly 373.40 feet; thence, with a deflection angle right of 89 degrees, 28 minutes, 00 seconds, run Northwardly 90.28 feet to a capped rebar set at the POINT OF BEGINNING, said POINT lying on the East right-of-way of Andrew Street, a 50 foot wide right-of-way; thence continue Northwardly along said course and along said East right-of-way 111.05 feet to a capped rebar found (McGiffert) on the South right-of-way of Interstate 20/59; thence with an interior angle left of 105 degrees, 05 minutes, 43 seconds, run Northeastwardly along said right-of-way 141.73 feet to a capped rebar found (McGiffert); thence, with an interior angle left of 74 degrees, 54 minutes, 17 seconds, run Southwardly 147.22 feet to a nail and washer set; thence, with an interior angle left of 90 degrees, 18 minutes, 35 seconds, run Westwardly 136.84 feet to the POINT OF BEGINNING, thus making a closing interior angle left of 89 degrees, 41 minutes, 25 seconds. Said Parcel containing 17,671 square feet, or 0.406 acres.

PARCEL 3:

A portion of Andrew Street, a 50 foot wide public street, said portion lying in the Northeast Quarter of the Southwest Quarter of Section 31, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows, to-wit: COMMENCE at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 31; thence run Northwardly along the East boundary of said Southeast Quarter of the Southwest Quarter 1165.40 feet; thence, with a deflection angle left of 90 degrees, 00 minutes, 00 seconds, run Westwardly 300.00 feet; thence, with a deflection angle right of 90 degrees, 00 minutes, 00 seconds, run Northwardly 183.54 feet; thence with a deflection angle left of 89 degrees, 28 minutes, 00 seconds, run Westwardly 373.40 feet to a point on the East right-of-way of said Andrew Street; thence, with a deflection angle right of 89 degrees, 28 minutes, 00 seconds, run Northwardly along said right-of-way 90.28 feet to the POINT OF BEGINNING; thence continue Northwardly along said course and along said East right-of-way 111.05 feet to a point on the South right-of-way of Interstate 20/59; thence, with an interior angle right of 74 degrees, 42 minutes, 09 seconds, run Southwestwardly along said right-of-way 51.84 feet to a point on the West right-of-way of said Andrew Street; thence, with an interior angle right of 105 degrees, 17 minutes, 51 seconds, run Southwardly along said right-of-way 97.64 feet; thence, with an interior angle right of 89 degrees, 41 minutes, 25 seconds, run Eastwardly 50.00 feet to the POINT OF BEGINNING. Said portion of right-of-way containing 5,217 square feet, more or less.

PARCEL 4:

A part of the North Half of the Southeast Quarter and a part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 21 South, Range 9 West Tuscaloosa County, Alabama, and being more particularly described as follows: BEGIN at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 31; thence run eastwardly along the south boundary of said Northwest Quarter of the Southeast Quarter 70.17 feet to a rebar found (McGiffert); thence with an interior angle right of 180 degrees 00 minutes 00 seconds, continue Eastwardly along said South boundary 575.73 feet to a capped rebar found (McGiffert); thence, with an interior angle right of 90 degrees 06 minutes 20 seconds, run Northwardly 349.77 feet to a capped rebar set; thence with an interior angle right of 274 degrees 34 minutes 24 seconds, run Southeastwardly 231.57 feet to a capped rebar found (McGiffert); thence, with an interior angle right of 160 degrees 26 minutes 06 seconds, run Northeastwardly 1278.77 feet to a capped rebar found (McGiffert); thence, with an interior angle right of 195 degrees 40 minutes 28 seconds, run Eastwardly 556.98 feet to a ½" pipe found at the Northwest corner of Lot 32 Parkside Subdivision as recorded in the Probate Office of said County in Plat Book 9 at Page 63; thence, with an interior angle right of 90 degrees 00 minutes 43 seconds, run Northwardly along the West boundary of said Subdivision 50.08 feet to a ½" pipe found at the Southwest corner of Lot 31; thence, with an interior angle right of 180 degrees 09 minutes 51 seconds, continue Northwardly along said West boundary 119.92 feet to a 1" pipe found at the Southwest corner of Lot 30 of said Subdivision; thence, with an interior angle right of 179 degrees 54 minutes 22 seconds, continue Northwardly along said West boundary 264.82 feet to a ½" pipe found at the Southwest corner of Lot 19 of said Subdivision; thence, with an interior

angle right of 179 degrees 53 minutes 15 seconds, continue Northwardly along said West boundary 43.53 feet to a ¾" pipe found on the South right-of-way of Interstate 20/59, said right-of-way being measured 170 feet from centerline; thence, with an interior angle right of 74 degrees 21 minutes 28 seconds, run Southwestwardly along said right-of-way 341.01 feet to a concrete right-of-way monument found, said monument being 170 feet right of centerline Station 583+00; thence, with an interior angle right of 191 degrees 18 minutes 31 seconds, run Westwardly along a right-of-way change 101.98 feet to a capped rebar found (McGiffert), said rebar being 150 feet right of centerline Station 582+00; thence, with an interior angle right of 168 degrees 43 minutes 02 seconds, run Southwestwardly along said right-of-way 2426.91 feet to a capped rebar set; thence, with an interior angle right of 104 degrees 54 minutes 18 seconds, run Southwardly 413.74 feet to a capped rebar set on the South boundary of said Northeast Quarter of the Southwest Quarter of Section 31; thence, with an interior angle right of 89 degrees 57 minutes 17 seconds, run Eastwardly along said South boundary 100.00 feet to the POINT OF BEGINNING, thus making a closing interior angle right of 180 degrees 00 minutes 00 seconds. Said parcel containing 25.302 acres, more or less.

PARCEL 5:

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 31, Township 21 South, Range 9 West Tuscaloosa County, Alabama, and being more particularly described as follows: BEGIN at the Northeast corner of said Southeast Quarter of the Southwest Quarter of Section 31; thence run Southwardly along the East boundary of said Quarter-Quarter 155.37 feet; thence, with an interior angle left of 90 degrees 00 minutes 00 seconds, run Westwardly 100.00 feet; thence, with an interior angle left of 89 degrees 59 minutes 57 seconds, run Northwardly 154.68 feet; thence, with an interior angle left of 90 degrees 23 minutes 51 seconds, run Eastwardly 100.00 feet to the POINT OF BEGINNING. Thus making a closing interior angle left of 89 degrees 36 minutes 12 seconds. Said parcel containing 15,502 square feet or 0.356 acres, more or less.

PARCEL 6:

Lot 1 McFarland Mall, a map or plat of which is recorded in Plat Book 19, at Page 315 in the Probate Office of Tuscaloosa County, Alabama.

SOURCE OF TITLE: Deed from McFarland Mall, Ltd. to Encore Tuscaloosa, LLC as recorded in Deed Book 2009 Page 7053 (Parcel 1); Deed from MAC. Building Inc. to Encore Tuscaloosa, LLC as recorded in Deed Book 2011 Page 19327 (Parcel 2); Resolution Vacation Portion of Public Street as recorded in Deed Book 2013 Page 2901 (Parcel 3); Deed from Moore Enterprises, Ltd., to Encore Tuscaloosa, LLC as recorded in Deed Book 2013 Page 1448 (Parcels 4 and 5); Deed from JWM Properties, Inc., a Florida Corporation to Luther S. Pate, IV as recorded in Deed Book 2017 at Page 1791 (Parcel 6)

C. Location

Maps of the property locations are attached hereto.

D. Background/History

The McFarland Mall site once was the City's first indoor shopping mall opening in 1969. The mall now has one lone tenant, and about one third of the structure has been demolished. The 25 acre, more or less, Moore property is located East of the McFarland Mall and is undeveloped. The property abuts the I 20/59 Interstate corridor.

E. Zoning

The McFarland Mall property is zoned BN (Neighborhood Commercial District). The Moore Property is not located within the City's corporate limits. **IT IS STRONGLY RECOMMENDED TO SUBMIT ANY QUESTIONS PERTAINING TO THIS ZONING DISTRICTS AND THE PERMITTED OR ALLOWED USES IN THESE DISTRICTS TO THE OFFICE OF URBAN DEVELOPMENT OF THE CITY OF TUSCALOOSA (205) 248-5110 OR BY ACCESSING THE CITY'S WEB SITE AT www.tuscaloosa.com PRIOR TO SUBMITTING A RESPONSE.**

F. Requirements for Development

As the City does not permit construction over existing lot lines, it will be necessary to re-subdivide the property for development.

G. Purchase Price

The parties have mutually appraised the properties by a qualified MAI appraiser. The McFarland Mall property has been appraised at **\$34,870,000** and the Moore property at **\$2,690,000 (Total \$37,560,000)**. The City and property owners have negotiated a sales price for the property in the amount of **\$23,500,000**. The City, in proffering this proposal/letter of intent, is seeking to simply recoup the initial investment of the City's purchase price of **\$23,500,000**.

H. Stipulations and Conditions of Proposal/letter of intent/letter of intent

1. The City recognizes that the submission time is compressed and that a detailed proposal/letter of intent submission is not practical. However, the inclusion of proposed drawings, schematics, or proposed renditions of a preliminary conceptual design of any project to be proposed on the property would be advantageous.

2. Any party desiring to submit a proposal/letter of intent should address the following criteria in their response although the following is not intended to limit any additional criteria a party may desire to include:
 1. Timeline (how long to develop?)
 2. Use types: retail, office, commercial, entertainments, restaurant, etc
 3. Site stabilization (demolition, grassing, etc)
 4. Preference given to specific named tenant options
 5. Range of investment amount on site
 6. Development Concept
 7. Targeted Uses/ Types of Tenants
3. Proposal/letter of intent may be judged upon architectural merit. Special attention should also be given to landscaping, fencing, automobile and pedestrian access, and any other amenities necessary to presenting an accurate picture of the quality of development being proposed.
4. As part of the proposal/letter of intent process, all proposal/letter of intent must contain an offer to purchase all or portions of the subject property.
5. The entity making the proposal/letter of intent/letter of intent shall be clearly identified with full contact information. A corporate or other non-natural entity shall clearly state all its principles, officers, members of governing boards, and owners. A publicly traded company may make an appropriate reference as to ownership. When any entity required to be disclosed is itself a corporate or other non-natural entity, then the same disclosures shall be made for it, and so on down the line. All information relative to the entity must be provided so as to allow the City to conduct full due diligence. The proposal/letter of intent must give the names and full contact information of one or more specific persons who can communicate authoritatively for the entity relative to the proposal/letter of intent within a reasonable time of any inquiry from the City. Submission of a proposal/letter of intent constitutes full consent for the City to conduct full due diligence, public database and internet searches, background checks, investigations, and inquiries regarding the entity, the proposal/letter of intent, and any other associated person or other entity.
6. The entity making the proposal/letter of intent must be qualified to do business in the State of Alabama.
7. Generally, the City's present policy is that it will not agree to the use of its eminent domain powers to assist the developer in obtaining surrounding parcels of property which the developer may wish to acquire and incorporate into the development. However the City reserves the right to use its powers of eminent domain as allowed by law.
8. The Laws of State of Alabama shall govern and control all contracts and agreements between the parties. In the event of any dispute between the parties as they relate to any

provisions of any agreement, the forum to hear and resolve said disputes shall be the Circuit Court of Tuscaloosa County, Alabama. The City generally does not enter into any agreements which require the parties to submit disputes to binding arbitration.

9. The stipulations as set forth herein are issues which the City believes should be addressed in a proposal/letter of intent. They are not to be considered all inclusive nor designed to exclude any other terms, conditions, or stipulations which the parties may desire to include in a proposal/letter of intent.
10. In general, the proposal/letter of intent shall become public record upon public opening by the City. If the proposer includes any material that it desires to not be made public (such as trade secrets or highly sensitive financial information), then such information shall be clearly segregated and denoted as “confidential – not intended for public disclosure,” and shall include all pertinent information explaining why the proposer believes it should not be made public (NOTE that this explanation under any circumstances will itself be made public, and therefore the explanation should not include sensitive information). In regard to such information, the City will follow Alabama public records law as to any public disclosure and reserves the right to unilaterally determine if information is public record. The proposer shall indemnify and hold harmless the City from any civil liability including costs and attorney fees arising from the City’s attempt to disclose or not disclose any such information. The official policy of the City of Tuscaloosa is to conduct the public’s business openly and the proposal/letter of intent is expected to understand and reflect that principle. No part of the proposal/letter of intent will be returned.
11. The City of Tuscaloosa reserves the right to reject any or all proposal/letter of intent; to make a selection, if it so chooses, based on any lawful factor; to terminate the RFP process at any time, subject only to any binding contracts; to negotiate terms and conditions of any agreement, with any entity making a proposal/letter of intent; or to take any lawful action in regard to the subject property. This RFP shall be deemed to be automatically amended to the extent required for it to conform to federal, state, or local law. Although this RFP and/or in any proposal/letter of intent may be incorporated in whole or in part into any agreement, all statements and provisions herein may be superseded by any agreement between the City and any party. The City reserves the right to negotiate all terms of any agreement.

RESPONSES

The response to this proposal/letter of intent must be submitted and received in a sealed container or envelope, on or before the deadline and must state on the outside of the envelope or container **RESPONSE TO “”**. The sealed container or envelope must contain two (2) full and complete hardcopies of the proposal/letter of intent; plus computer file in the form of a single pdf file that is generally searchable and substantially identical to the hardcopies, in a commercially acceptable medium (such as CD-ROM or USB memory stick). The computer media and file(s) must contain no virus or other malware.

The requirement that the pdf file be a “single pdf file” means that the primary proposal/letter of intent/letter of intent may not consist of multiple pdf documents on the computer medium, but rather should be a single pdf file that contains the entire response. However, documents that are clearly an appendix or attachment (for example an insurance policy, proposed draft contract, discreet company brochure, etc.) may be included as separate pdf files so long as they are clearly file-named and referenced in the response. It is expressly prohibited to make each page of any document a separate pdf file.

THE RESPONSE TO THIS RFP MUST BE DELIVERED TO:

Office of the City Attorney
ATTN: Glenda Webb City Attorney
City of Tuscaloosa
2201 University Blvd. (35401)
Tuscaloosa City Hall
Post Office Box 2089
Tuscaloosa, Alabama 35403
(205) 248-5140

DEADLINE: August 27, 2019 at 5:00 P.M. local time in Tuscaloosa, AL.

Note that the deadline applies to actual receipt by the Office of the City Attorney. The City reserves the right to extend the deadline after the RFP is issued and the City Attorney shall have the discretion to keep the office open past 5:00 for the purpose of assuring all responses received by the due date are considered.

The sealed container or envelope must clearly indicate on the outside that it is the response to this RFP and must identify the name of the entity and full contact information. IN ORDER TO ASSIST IN PREVENTING THE PROPOSAL/LETTER OF INTENT FROM BEING OPENED AS ORDINARY BUSINESS CORRESPONDENCE, IT SHOULD CONTAIN IN BOLD MARKING THE NOTATION “SPECIAL DELIVERY – TO BE OPENED ONLY IN THE

PRESENCE OF THE CITY ATTORNEY.” The two hardcopy submittals must clearly delineate “COPY 1” and “COPY 2” so that there is no ambiguity as to what constitutes a complete copy. The computer media must have a label that clearly identifies its association with the particular response. All copies including the computer file copy should be substantially identical. The computer media should be capable of being copied and hardcopy printed by the City. The City will determine administratively how and when the responses will be opened and evaluated. In order to assist the City in remaining transparent in this process, the City may post the responses and/or any of its evaluations of the responses on its web site or otherwise, provide copies to the news media, provide copies to the general public, provide copies to all respondents to the RFP, and/or make other publications of the responses or the City’s evaluations.

EMAIL OR OTHER SUBSTITUTION FOR THE SEALED CONTAINER/ENVELOPE SUBMITTAL IS NOT ALLOWED. IT IS THE RESPONSIBILITY OF THE ENTITY MAKING THE PROPOSAL/LETTER OF INTENT TAKE APPROPRIATE MEASURES TO ASCERTAIN THAT DELIVERY IS MADE AND ACKNOWLEDGED BY THE CITY. The City is not responsible for lost or misdirected proposal/letter of intent. The issuance of this proposal/letter of intent does not impose any duty on the City not otherwise imposed by law. The City reserves the right to waive irregularities or nonconformities in the submittals.



LURLEEN B WALLACE

CULVER

STILLMAN

15TH

MC FARLAND

VETERANS MEMORIAL

SKYLAND

-  Traffic Counts
-  University of Alabama Campus
-  Parcels

36960

55500

58000

47330

53390

51860

48190

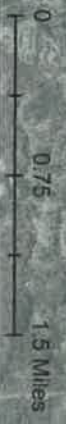
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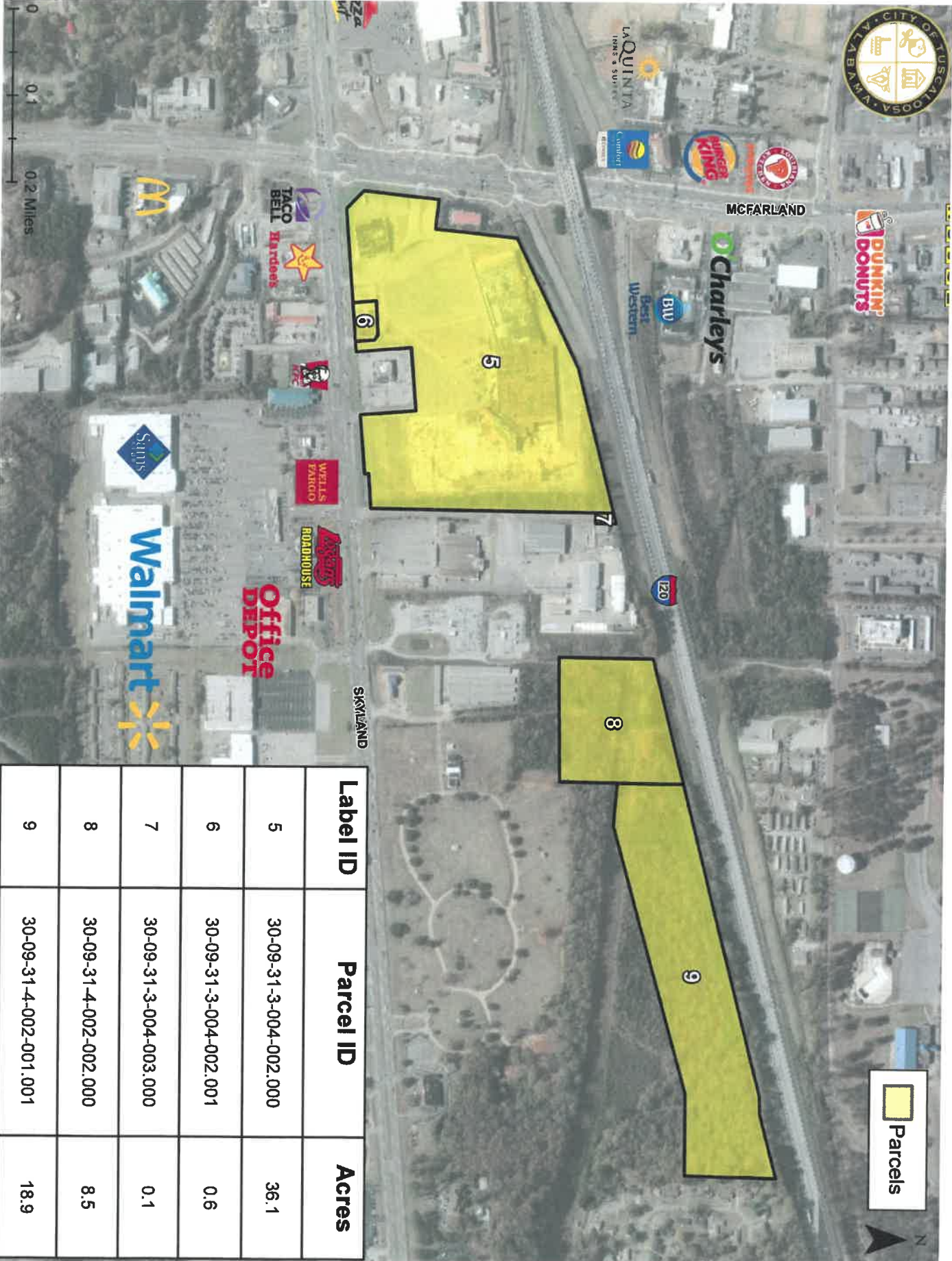
53000



City of TUSCALOOSA

69





Label ID	Parcel ID	Acres
5	30-09-31-3-004-002.000	36.1
6	30-09-31-3-004-002.001	0.6
7	30-09-31-3-004-003.000	0.1
8	30-09-31-4-002-002.000	8.5
9	30-09-31-4-002-001.001	18.9