

MUNICIPAL BUILDING, MOBILE, ALABAMA, DECEMBER 1, 2020

The City Council of the City of Mobile, Alabama met remotely via virtual meeting on Tuesday, December 1, 2020, at 8:30 a.m., in regular meeting.

The meeting was called to order by City Clerk Lisa C. Lambert.

Councilmember Fred Richardson, District 1, offered the invocation.

The Presiding Officer led the Pledge of Allegiance.

Present on Roll Call:

Chairman:	Manzie
Councilmembers:	Richardson, Small, Williams, Daves, Rich and Gregory
Absent:	None

STATEMENT OF RULES BY PRESIDING OFFICER:

The Presiding Officer provided an overview of the City Council rules of procedure, to include special provisions to facilitate social distancing because of the Covid-19 virus.

APPROVAL OF MINUTES:

The minutes of the meeting of November 24, 2020, were approved as submitted.

COMMUNICATIONS FROM THE MAYOR:

Mayor Stimpson announced that Governor Ivey is in Mobile to make an announcement regarding economic development.

Mayor Stimpson stated that "60 Minutes" featured a story about Africatown and the Clotilda.

Mayor Stimpson thanked the Public Works Department and contractors for their work to pick up all the debris from recent hurricanes and storms.

ADOPTION OF THE AGENDA:

Councilmember Gregory moved to adopt the agenda, which move was seconded by Councilmember Richardson.

Councilmember Daves moved to declare the items on the agenda Essential/Covid-19 related, which move was seconded by Councilmember Williams.

The Presiding Officer called for the vote on the original motion as amended and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the agenda adopted and all items Essential/Covid-19 related.

PUBLIC HEARINGS:

PUBLIC HEARING TO FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 1804 LACEY STREET, \$2,700.00 (DISTRICT 1).

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The Presiding Officer announced that today was the day for the public hearing to fix the costs for the demolition of the structure at 1804 Lacey Street and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 1819 STRANGE STREET, \$4,700.00 (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to fix the costs for the demolition of the structure at 1819 Strange Street and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 459 MICHIGAN AVENUE, \$6,075.00 (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to fix the costs for the demolition of the structure at 459 Michigan Avenue and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 1260 MICHIGAN AVENUE (AKA 1258 MICHIGAN AVENUE), \$1,400.00 (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to fix the costs for the demolition of the structure at 1260 Michigan Avenue (aka 1258 Michigan Avenue) and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PRESENTATIONS OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL:

AGENDA ITEMS:

Reggie Hill, 1007 Center Street, addressed Resolutions 08-852, 08-867, 08-868 and 08-853 – 08-856.

NON-AGENDA ITEMS:

None

ESSENTIAL/COVID-19 ITEMS HELD OVER:

AUTHORIZE COOPERATIVE AGREEMENT WITH ALDOT FOR PEDESTRIAN HYBRID BEACON, CROSSWALKS AND ADA COMPLIANT SIDEWALKS BETWEEN

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WESTWOOD STREET AND SEMINOLE STREET. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 01-851-2020

Sponsored by: Councilmember Daves and Mayor Stimpson

WHEREAS, the City Council of the City of Mobile, Alabama, finds that the subject of this Resolution is either necessary to respond to COVID 19, or necessary to perform essential minimum functions of the Council.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor or his designee be authorized to sign agreements or other documents with the Alabama Department of Transportation in connection with construction projects 2017-2060-04 and 2017- 2060-05.

BE IT FURTHER RESOLVED that project proposes to construct a pedestrian hybrid beacon, crosswalks, and ADA compliant sidewalks between Westwood Street and Seminole Street and agrees to maintain signal poles, heads, cabinet, controller, push buttons for above referenced hybrid beacon and crosswalks.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams. Following comments by Councilmember Daves the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO ATLANTIC VIDEO CORPORATION FOR COURTROOM TECHNOLOGY PROTOTYPE EQUIPMENT FOR MUNICIPAL COURT, \$81,411.08. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 08-852-2020

Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1754</u>	2021	(0520) MUNICIPAL COURT	COURTROOM TECHNOLOGY PROTOTYPE EQUIPMENT AND BUILD OUT (COVID EMERGENCY EXEMPTION FROM BID)	\$81,411.08	<u>(018350) ATLANTIC VIDEO CORPORATION</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be tabled, which was seconded by Councilmember Rich and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution tabled.

APPROVE PURCHASE ORDER TO UJ CHEVROLET CO. INC. FOR 2021 CHEVROLET SILVERADO 4 X 4 PICKUP TRUCK, \$29,629.05. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 08-853-2020
Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1157</u>	2021	(F7000) MOTOR POOL	2021 CHEVROLET SILVERADO 4X4 CREW CAB PICKUP TRUCK (SEALED BID 5473)	\$29,629.05	<u>(210000) UJ CHEVROLET CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO UJ CHEVROLET CO. INC. FOR 2021 CHEVROLET SILVERADO 4 X 2 PICKUP TRUCK, \$27,632.54. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 08-854-2020
Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1703</u>	2021	(F7000) MOTOR POOL	2021 CHEVROLET SILVERADO 4X2 PICKUP TRUCK (SEALED BID 5473)	\$27,632.54	<u>(210000) UJ CHEVROLET CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO UJ CHEVROLET CO. INC. FOR 2021 CHEVROLET SILVERADO 4 X 2 PICKUP TRUCK, \$27,632.54. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 08-855-2020
Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1446</u>	2021	(F7000) MOTOR POOL	2021 CHEVROLET SILVERADO 4X2 PICKUP TRUCK (SEALED BID 5473)	\$27,632.54	<u>(210000) UJ CHEVROLET CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO AUTONATION FORD MOBILE FOR TWO 2021 FORD F250 4 X 2 PICKUP TRUCKS, \$62,840.00. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 08-856-2020
Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2017</u>	2021	(F7000) MOTOR POOL	2 2021 FORD F250 4X2 PICKUP TRUCKS (SEALED BID 5473)	\$62,840.00	<u>(270013)</u> <u>AUTONATION</u> <u>FORD MOBILE</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO VULCAN INC. FOR 750 ALUMINUM TRAFFIC SIGNS, \$19,493.00. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 08-857-2020

Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1389</u>	2021	(2060) TRAFFIC ENGINEERING	750 ALUMINUM TRAFFIC SIGNS (STOP, ONE-WAY, DIRECTIONAL) (MOBILE COUNTY COOPERATIVE BID 63-20)	\$19,493.00	<u>(270972)</u> <u>VULCAN INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE ITEM BASED BID WITH AIRGAS USA LLC FOR CLASS THREE HIGH VISIBILITY RAINSUITS. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 08-858-2020

Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendors, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5484	Class 3 High Visibility Rainsuits	15	Various, see Bid Tab	One year, renewable for two additional one-year periods	Airgas USA LLC

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH KONE INC. FOR EMERGENCY/HURRICANE DAMAGE TO FOUR ELEVATOR SYSTEMS AT THE ARTHUR R. OUTLAW MOBILE CONVENTION CENTER, \$33,175.00. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 21-859-2020

Sponsored by: Councilmember Manzie and Mayor Stimpson

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: KONE INC.

Project Name: ARTHUR R. OUTLAW MOBILE CONVENTION CENTER
EMERGENCY REPAIRS TO ELEVATORS 2, 3, 4 & 6
(HURRICANE ZETA DAMAGE)

Project Number: SC-018-20

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Amount: \$33,175.00

BE IT FURTHER RESOLVED that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH LIEB ENGINEERING COMPANY, LLC, FOR BUSH PARK – DRAINAGE IMPROVEMENTS, \$21,285.00. The following resolution, which was introduced and read at the regular meeting of November 24, 2020, and held over until the regular meeting of December 1, 2020, was called up by the Presiding Officer.

RESOLUTION: 21-860-2020

Sponsored by: Councilmember Richardson and Mayor Stimpson

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: Lieb Engineering Company, LLC

Project Name: Bush Park – Drainage Improvements

Project Number: PR-078-20

Amount: \$21,285.00

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF ESSENTIAL/COVID-19 ITEMS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Daves moved for the suspension of the rules to consider Essential/Covid-19 items 21-874 – 40-878 and 60-880 – 03-884, being introduced for the first time. The motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The Presiding Officer declared unanimous consent granted for the items.

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ESSENTIAL/COVID19 ITEMS BEING INTRODUCED:

APPROVE PURCHASE ORDER TO TRUCK EQUIPMENT SALES INC. FOR ANIMAL CONTROL BODY ON CITY F250 CHASSIS, \$32,855.00. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 08-866-2020

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1155</u>	2021	(F7000) MOTOR POOL	PROVIDE AND MOUNT SWAB ARF95 ANIMAL CONTROL BODY ON CITY F250 CHASSIS (SEALED BID 5487)	\$32,855.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

APPROVE PURCHASE ORDER TO UJ CHEVROLET CO. INC. FOR 2021 CHEVROLET TAHOE SUV, \$47,139.65. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 08-867-2020

Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1158</u>	2021	(F7000) MOTOR POOL	2021 CHEVROLET TAHOE SUV (SEALED BID 5491)	\$47,139.65	<u>(210000) UJ CHEVROLET CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

APPROVE PURCHASE ORDER TO UJ CHEVROLET CO. INC. FOR 2021 CHEVROLET SUBURBAN SUV, \$49,717.85. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 08-868-2020

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1159</u>	2021	(F7000) MOTOR POOL	2021 CHEVROLET SUBURBAN SUV (SEALED BID 5490)	\$49,717.85	<u>(210000) UJ CHEVROLET CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

APPROVE PURCHASE ORDER TO DANA SAFETY SUPPLY INC. FOR 43 LED-EQUIPPED POLICE VEHICLE PUSH BUMPERS, \$35,639.69. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 08-869-2020

Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>956</u>	2021	(F7000) MOTOR POOL	43 LED-EQUIPPED POLICE VEHICLE SETINA BK2044TAH15 PUSH BUMPERS (SEALED BID 5367)	\$35,639.69	<u>(290980) DANA SAFETY SUPPLY INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

APPROVE PURCHASE ORDER TO GRAYBAR ELECTRIC CO. INC. FOR SIX 24-FT. TRAFFIC SIGNAL POLES WITH 35 FT. MAST ARMS, \$37,994.94. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 08-870-2020
Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2476</u>	2021	(2062) ELECTRICAL	SIX 24FT TRAFFIC SIGNAL POLES WITH 35FT MAST ARMS (SEALED BID 5474)	\$37,994.94	<u>(075199) GRAYBAR ELECTRIC CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

APPROVE PURCHASE ORDER TO GRAYBAR ELECTRIC CO. INC. FOR FOUR TRAFFIC SIGNAL POLES, \$26,965.72. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 08-871-2020

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Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2478</u>	2021	(2062) ELECTRICAL	TWO 37FT TRAFFIC SIGNAL POLES WITH 24FT MAST ARMS; TWO 28FT TRAFFIC POLES WITH 24FT MAST ARMS (SEALED BID 5474)	\$26,965.72	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

APPROVE PURCHASE ORDER TO GRAYBAR ELECTRIC CO. INC. FOR FOUR TRAFFIC SIGNAL POLES-VARIOUS SIZES, \$53,820.48. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 08-872-2020

Sponsored by: Mayor Stimpson

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BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2480</u>	2021	(2062) ELECTRICAL	ONE 28FT TRAFFIC SIGNAL POLE WITH 55FT MAST ARM; TWO 37FT TRAFFIC SIGNAL POLES WITH 55FT MAST ARMS AND 12FT LUMINAIRE ARMS; ONE 37FT TRAFFIC SIGNAL POLE WITH 50FT MAST ARM AND 12FT LUMINAIRE ARM (SEALED BID 5474)	\$53,820.48	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

AUTHORIZE CONTRACT AMENDMENT #1 WITH MOTT MACDONALD ALABAMA, LLC FOR ENGINEERING SERVICES – DAUPHIN STREET (FROM SAGE AVENUE TO WEST OF I-65 AT SPRINGHILL MEMORIAL HOSPITAL), \$176,208.00. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 21-873-2020

Sponsored by: Councilmembers Richardson, Daves & Gregory and Mayor Stimpson

WHEREAS, the City entered into a contract dated September 25, 2018 with Mott MacDonald Alabama, LLC for engineering services on the project known as Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) Project, City of Mobile Project No. 2018-3005-26, ALDOT Project No. STPMP-7533(601); and

WHEREAS, the design for cost is to be shared between the City of Mobile and (20% and the Alabama Transportation (80%); and

WHEREAS, the Contract amount for the engineering services are based on fee negotiations between the City of Mobile and Alabama Department of Transportation with Mott MacDonald Alabama, LLC; and whereas, the current contract amount includes the original contract and totals \$687,752.00; and

WHEREAS, the contract provides on Page 3, Exhibit C that additional services may become necessary or desirable and “payment for extra work will be negotiated by supplemental agreement”, and Supplemental Agreement (No. 1), approved by the Alabama Department of Transportation, for professional engineering fees for design to adjust the amount of compensation to Mott MacDonald Alabama, LLC was negotiated, thereby increasing professional engineering fees by \$176,208.00 to a total of \$863,960.00;

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$176,208.00, for a total of \$863,960.00, to be paid to Mott MacDonald Alabama, LLC for engineering services on Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) Project.

BE IT FURTHER RESOLVED that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

AUTHORIZE CONTRACT WITH MAURIN ARCHITECTURE, P.C. FOR LANGAN PARK – PAVILION IMPROVEMENTS, \$34,170.00 (2020 CIP, D7). The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 21-874-2020

Sponsored by: Councilmember Gregory and Mayor Stimpson

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, that is necessary to perform essential minimum functions of the Council, 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: Maurin Architecture, P.C.

Project Name: Langan Park – Pavilion Improvements

Project Number: PR-048-20

Amount: \$34,170.00 C0401(2020 CIP ID#2083, D7)

The resolution was read by the City Clerk; whereupon Councilmember Gregory moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 1804 LACEY STREET, \$2,700.00. The following resolution was introduced by Councilmember Richardson.

RESOLUTION: 40-875-2020

Sponsored by: Councilmember Richardson

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 1804 Lacey Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure at 1804 Lacey Street to be \$2,700.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost

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of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of \$2,700.00 shall constitute a special assessment against the property at 1804 Lacey Street and being that property more particularly described as follows:

LOT 7 BLK 1 STRAUSS THIRD ADD TO TOULMINVILLE DBK 156 N.S. P 373 #SEC 44 T4S RIW #MP29 02 44 0 014

Parcel No. 29 02 44 0 014 387

Project Number: ME-004-18

Owner STATE OF ALABAMA
MONTGOMERY, AL 36130

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

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

The resolution was read by the City Clerk; whereupon Councilmember Rich moved that the resolution be tabled, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution tabled.

FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 1819 STRANGE STREET, \$4,700.00. The following resolution was introduced by Councilmember Richardson.

RESOLUTION: 40-876-2020

Sponsored by: Councilmember Richardson

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 1819 Strange Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure at 1819 Strange Street to be \$4,700.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

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Section 1. The amount of \$4,700.00 shall constitute a special assessment against the property at 1819 Strange Street and being that property more particularly described as follows:

LOT 12 BLK 2 ST STEPHENS TERRACE DBK 156/516 ALSO S 20 FT OF LOT 11 BLK 2 OF ST STEPHEN TERRACE DBK 156 PG 516-517 A 20 FT BY 130 FT PCL ADJ TO N/BDY OF LOT 12 BLK 2 OF SD S/D OWNED BY GRANTEE HVNG 20 FT FRNTAGE ALG STRANGE AVE & A COMMON 130 FT BDY W/SD LOT11 & N BDY OF SD LOT 12 BEING SAME PPTY CONVEYD TO MARY SUE WILLIAMS DECEASED DEED RECD RPBK 4296 PG 1631 #SEC 44 T4S RIW #MP29 02 44 0 015

Parcel No: 29 02 44 0 015 464

Project Number: ME-002-18

Owner: GUARDIAN TAX AL LLC
13575 LYNAM OR
OMAHA, NE 68138

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

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

The resolution was read by the City Clerk; whereupon Councilmember Rich moved that the resolution be tabled, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution tabled.

FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 459 MICHIGAN AVENUE, \$6,075.00. The following resolution was introduced by Councilmember Richardson.

RESOLUTION: 40-877-2020

Sponsored by: Councilmember Manzie

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26,2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 459 Michigan Avenue and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure at 459 Michigan Avenue to be \$6,075.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

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Section 1. The amount of \$6,075.00 shall constitute a special assessment against the property at 459 Michigan Avenue and being that property more particularly described as follows:

LOT 14 BLK 7 GLENDALE PARK DBK 61 N A PGS 316-17 #SEC 27 T4S RIW #MP29 10 27 2 001

Parcel No: 29 10 27 2 001 099

Project Number: ME-572-17

Owner: THORNTON JOHN & RICKEY N
457 MICHIGAN AVE
MOBILE, AL 36604

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

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

The resolution was read by the City Clerk; whereupon Councilmember Rich moved that the resolution be tabled, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution tabled.

FIX THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT 1260 MICHIGAN AVENUE (AKA 1258 MICHIGAN AVENUE), \$1,400.00. The following resolution was introduced by Councilmember Richardson.

RESOLUTION: 40-878-2020

Sponsored by: Councilmember Manzie

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 1260 Michigan Avenue and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure at 1260 Michigan Avenue to be \$1,400.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of \$1,400.00 shall constitute a special assessment against the property at 1260 Michigan Avenue and being that property more particularly described as follows:

THAT PART OF LOTS 9 THRU 12 BLK 8 MELROSE PLACE DBK 134/562 LYING W OF MICHIGAN AVE #SEC 27 T4S RIW #MP29 10 27 3 003

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Parcel No.: 2910 27 3 003 051
Project Number: ME-571-17
Owner: SCOTT WARREN DELROV JR
1258 MICHIGAN AVE
MOBILE, AL 36605-1670

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

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

The resolution was read by the City Clerk; whereupon Councilmember Rich moved that the resolution be tabled, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution tabled.

AUTHORIZE THE SALE OR LEASE OF PROPERTY AT 2662 FILLINGIM STREET. The following resolution was held over until the regular meeting of December 8, 2020.

RESOLUTION: 60-879-2020

Sponsored by: Mayor Stimpson

WHEREAS, the City of Mobile owns 2662 FILLINGIM STREET (the subject property), a vacant parcel of property; and

WHEREAS, the City is not utilizing the property and the property is well situated for residential development; and

WHEREAS, the City would benefit from a sale of the property under favorable terms and conditions;

WHEREAS, the City Council of the City of Mobile, Alabama, finds that the subject of this Resolution is either necessary to respond to COVID-19, or necessary to perform essential minimum functions of the Council.

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event that the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

DETERMINE AN APPROPRIATION TO FEEDING THE GULF COAST SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT, \$6,400.00. The following resolution was introduced by Councilmember Williams.

RESOLUTION: 60-880-2020

Sponsored by: Councilmember Manzie

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WHEREAS, Councilmember Manzie wishes to appropriate \$6,400.00 to Feeding The Gulf Coast from his discretionary funds; and

WHEREAS, Feeding The Gulf Coast is an Alabama nonprofit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Feeding The Gulf Coast will be used to provide groceries to 900 households in the city through food pantry distributions which serves a public purpose; and

WHEREAS, the City Council finds this resolution is necessary to perform essential minimum functions of the Council.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of \$6,400.00 to Feeding The Gulf Coast for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Daves and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A RETAIL BEER/TABLE WINE (OFF PREMISES ONLY) LICENSE FOR SPRINGHILL FOOD MART, 1507 SPRINGHILL AVENUE, SUITE A. The following resolution was introduced by Councilmember Williams.

RESOLUTION: 37-881-2020

Sponsored by: Councilmember Richardson

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

Type of Application: Retail Beer/Table Wine (Off Premises Only)

Submitted by: SAIURJA LLC

Location: Springhill Food Mart
1507 Springhill Ave., Ste. A

BE IT FURTHER RESOLVED that the City Council of the City of Mobile, Alabama, finds that this resolution is necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Daves and the vote was as follows:

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Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE PERFORMANCE CONTRACT WITH MOBILE COMMUNITY ACTION TO ASSIST PEOPLE IMPACTED BY COVID WITH UTILITY PAYMENTS, \$200,000.00. The following resolution was introduced by Councilmember Williams.

RESOLUTION: 21-882-2020

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a performance contract with Mobile Community Action, in the amount of \$200,000.00, to assist citizens impacted by COVID with utility payments, 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.

BE IT FURTHER RESOLVED that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Williams moved that the resolution be adopted, which was seconded by Councilmember Daves and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY OWNED BY BROOKLEY BAY FRONT PROPERTIES, LLC. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 01-883-2020

Sponsored by: City Council and Mayor Stimpson

A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT WITH OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL, REGARDING THE ACQUISITION OF AND OPTION TO PURCHASE REAL PROPERTY OWNED BY BROOKLEY BAY FRONT PROPERTIES, LLC, IN THE CITY OF MOBILE, AND AUTHORIZING THE EXECUTION OF ASSOCIATED DOCUMENTS

WHEREAS, the City of Mobile (the "City") intends to acquire from Brookley Bay Front Properties, LLC (the "Owner"), subject to the terms and conditions of that certain Purchase and Sale Agreement with Option to Purchase and Right of First Refusal (the "Agreement"), to be dated the date of delivery, certain parcels of real property described on Exhibit A hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Agreement is attached hereto as Exhibit B: and

WHEREAS, the Property is the largest remaining and undeveloped tract of Bayfront property within the municipal limits of the City, and its acquisition by the City will secure conservation of the natural resources found on and adjacent to the Property and provide opportunity for future restoration of the Property; and

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WHEREAS, the City Council has determined that the acquisition of the Property will serve a valid and sufficient public purpose and is in the best interest of the City.

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

1. The Council does hereby approve, adopt, authorize, direct, ratify, and confirm the representations, warranties, agreements, and covenants of the City set forth in, and the actions to be undertaken by the City pursuant to, the Agreement.
2. The Agreement is approved in substantially the form and of substantially the content as presented to and considered by the City on Exhibit B, with such changes or additions thereto or deletions therefrom as the officer of the City executing the Agreement to which the City is a party signatory thereto shall approve as such officer deems to be in the best interest of the City, which approval shall be conclusively evidenced by execution of the Agreement by such officer as hereinafter provided.
3. The Mayor of the City is hereby authorized and directed to execute, acknowledge, and deliver the Agreement for and on behalf of and in the name of the City. The City Clerk of the City is hereby authorized and directed to attest the same.
4. The officers of the City, or any one of more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the City such other acts, and execute, deliver, file, and record such other instruments, documents, certificates, notifications, and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Resolution and the Agreement.
5. Any prior actions taken or agreements made or documents executed by any officers of the City in connection with the Agreement and the transactions authorized and approved are hereby ratified and confirmed.
6. This Resolution shall take effect immediately.
7. The Council finds that this Resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

EXHIBIT A

(Legal Descriptions of Property Parcels)

DESCRIPTION: (PARCEL 1 – YELLOW TRAUNCH AREA)

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E,

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AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

DESCRIPTION: (PARCEL 2 – BLUE TRAUNCH AREA)

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO A POINT; THENCE RUN S 89° 26' 03" E, 974.61 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 03' 09" E, 166.48 FEET TO A POINT; THENCE RUN S 08° 42' 35" E, 489.38 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17° 34' 53" AND A RADIUS OF 2000.00 FEET; THENCE RUN SOUTHWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 613.71 FEET (CHORD BEARS S 00° 04' 51" W, AND MEASURES 611.30 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 08° 52' 18" W, 431.64 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10° 19' 56" AND A RADIUS OF 2750.00 FEET; THENCE RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 495.91 FEET (CHORD BEARS S 03° 42' 20" W, AND MEASURES 495.23 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 01° 27' 38" E, 365.85 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15° 18' 56" AND A RADIUS OF 500.00 FEET; THENCE RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 133.65 FEET (CHORD BEARS S 06° 11' 50" W, AND MEASURES 133.26 FEET) TO THE POINT OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23° 16' 53" AND A RADIUS OF 500.00 FEET; THENCE RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 203.17 FEET (CHORD BEARS S 02° 12' 52" W, AND MEASURES 201.77 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 25' 35" E, 165.76 FEET TO P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08° 59' 43" AND A RADIUS OF 1750.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.74 FEET (CHORD BEARS S 04° 55' 44" E, AND MEASURES 274.46 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 25' 52" E, 246.41 FEET TO A POINT; THENCE RUN S 01° 52' 59" E, 743.25 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 49' 25" AND A RADIUS OF 2500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 254.10 FEET (CHORD BEARS S 04° 47' 41" E, AND MEASURES 253.99 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 07° 42' 24" E, 559.30 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 40° 56' 34" W, 763.19 FEET TO A POINT; THENCE RUN N 02° 16' 46" W, 376.44 FEET TO A POINT; THENCE RUN N 87° 35' 53" E, 206.58 FEET TO A POINT; THENCE RUN N 03° 41' 04" W, 300.92 FEET TO A POINT; THENCE RUN S 89° 05' 20" W, 840.66 FEET TO A POINT; THENCE RUN N 00° 35' 13" E, 703.24 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 57.75 FEET TO THE POINT OF BEGINNING. CONTAINING 4,328,795 SQUARE FEET OR 99.38 ACRES MORE OR LESS.

DESCRIPTION: (PARCEL 3 – ORANGE TRAUNCH AREA)

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 5686.24

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FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN S 07° 36' 03" E, 908.10 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN N 81° 31' 27" E, 29.64 FEET TO A POINT ON THE SOUTHERN MARGIN OF WETLANDS; THENCE ALONG THE MEANDERINGS OF SAID SOUTHERN MARGIN OF WETLANDS RUN AS FOLLOWS: S 05° 53' 16" E, 302.09 FEET TO A POINT; N 83° 24' 12" E, 346.04 FEET TO A POINT; S 13° 21' 50" E, 403.14 FEET TO A POINT; N 74° 45' 47" E, 699.41 FEET TO A POINT; S 74° 57' 11" E, 618.95 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF MOBILE BAY; THENCE ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE OF MOBILE BAY RUN AS FOLLOWS: S 36° 57' 24" E, 262.83 FEET TO A POINT; S 09° 21' 59" W, 626.54 FEET TO A POINT; S 58° 40' 36" E, 211.09 FEET TO A POINT; S 16° 41' 57" W, 480.52 FEET TO A POINT; S 35° 16' 56" W, 1941.75 FEET TO A POINT; THENCE DEPARTING SAID MEANDERINGS OF THE MEAN HIGH WATER LINE OF MOBILE BAY RUN N 89° 26' 03" W, 284.29 FEET TO A POINT; THENCE RUN S 45° 09' 07" W, 260.00 FEET TO A POINT; THENCE RUN N 08° 52' 18" E, 411.18 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17° 34' 53" AND A RADIUS OF 2000.00 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 613.71 FEET (CHORD BEARS N 00° 04' 51" E, AND MEASURES 611.30 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 08° 42' 35" W, 489.38 FEET TO A POINT; THENCE RUN N 07° 03' 09" W, 433.44 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS N 09° 21' 20" W, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 11° 39' 31" W, 185.37 FEET TO A POINT; THENCE RUN N 09° 59' 38" W, 329.35 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS N 02° 30' 52" W, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 04° 57' 54" E, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS N 03° 16' 20" W, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 11° 30' 34" W, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS N 05° 37' 39" W, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 00° 15' 16" E, 155.65 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS N 03° 40' 24" W, AND MEASURES 205.49 FEET) TO THE POINT OF BEGINNING. CONTAINING 4,259,637 SQUARE FEET OR 97.79 ACRES MORE OR LESS.

DESCRIPTION: (PARCEL 4-1 – PURPLE TRAUNCH AREA)

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO A POINT; THENCE RUN S 89° 26' 03" E, 974.61 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 03' 09" E, 166.48 FEET TO A POINT; THENCE RUN S 08° 42' 35" E, 489.38 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17° 34' 53" AND A RADIUS OF 2000.00 FEET; THENCE RUN SOUTHWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 613.71 FEET (CHORD BEARS S 00° 04' 51" W, AND MEASURES 611.30 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 08° 52' 18" W, 411.18 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE DEPARTING SAID CENTERLINE OF A PAVED ROAD RUN N 45° 09' 07" E, 260.00 FEET TO A POINT; THENCE RUN S 89° 26' 03" E, 284.29 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF MOBILE BAY; THENCE ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE OF MOBILE BAY RUN AS FOLLOWS: S 14° 59' 33" W, 1287.46 FEET TO

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A POINT; S 12° 27' 43" E, 1232.11 FEET TO A POINT; S 06° 39' 25" W, 724.36 FEET TO A POINT; S 19° 37' 59" E, 441.07 FEET TO A POINT; THENCE DEPARTING SAID MEANDERINGS OF THE MEAN HIGH WATER LINE OF MOBILE BAY RUN S 79° 03' 16" W, 332.30 FEET TO A POINT ON THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: N 40° 56' 34" W, 21.66 FEET TO A POINT; THENCE RUN N 07° 42' 24" W, 559.30 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05° 49' 25" AND A RADIUS OF 2500.00 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 254.10 FEET (CHORD BEARS N 04° 47' 41" W, AND MEASURES 253.99 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 01° 52' 59" W, 743.25 FEET TO A POINT; THENCE RUN N 00° 25' 52" W, 246.41 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08° 59' 43" AND A RADIUS OF 1750.00 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.74 FEET (CHORD BEARS N 04° 55' 44" W, AND MEASURES 274.46 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 09° 25' 35" W, 165.76 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23° 16' 53" AND A RADIUS OF 500.00 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 203.17 FEET (CHORD BEARS N 02° 12' 52" E, AND MEASURES 201.77 FEET) TO THE POINT OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15° 18' 56" AND A RADIUS OF 500.00 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 133.65 FEET (CHORD BEARS N 06° 11' 50" E, AND MEASURES 133.26 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 01° 27' 38" W, 365.85 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 19' 56" AND A RADIUS OF 2750.00 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 495.91 FEET (CHORD BEARS N 03° 42' 20" E, AND MEASURES 495.23 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN N 08° 52' 18" E A DISTANCE OF 20.45 FEET TO THE POINT OF BEGINNING. CONTAINING 955,172 SQUARE FEET OR 21.93 ACRES MORE OR LESS.

DESCRIPTION: (PARCEL 4-2 – PURPLE TRAUNCH AREA)

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 5686.24 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 52° 45' 06" E, 122.21 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF MOBILE BAY; THENCE ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE OF MOBILE BAY RUN AS FOLLOWS: S 52° 02' 15" E, 2175.84 FEET TO A POINT; S 16° 27' 45" E, 272.26 FEET TO A POINT ON THE SOUTHERN MARGIN OF WETLANDS; THENCE DEPARTING SAID MEANDERINGS OF THE MEAN HIGH WATER LINE OF MOBILE BAY AND ALONG THE MEANDERINGS OF SAID SOUTHERN MARGIN OF WETLANDS RUN AS FOLLOWS: N 74° 57' 11" W, 618.95 FEET TO A POINT; S 74° 45' 47" W, 699.41 FEET TO A POINT; N 13° 21' 50" W, 403.14 FEET TO A POINT; S 83° 24' 12" W, 346.04 FEET TO A POINT; N 05° 53' 16" W, 302.09 FEET TO A POINT; THENCE DEPARTING SAID MEANDERINGS OF THE SOUTHERN MARGIN OF WETLANDS RUN S 81° 31' 27" W, 29.64 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN N 07° 36' 03" W, 908.10 FEET TO THE POINT OF BEGINNING. CONTAINING 1,107,039 SQUARE FEET OR 25.41 ACRES MORE OR LESS.

EXHIBIT B

Purchase and Sale Agreement
(attached)

FINAL EXECUTION

PURCHASE AND SALE AGREEMENT
WITH OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL

MINUTES OF DECEMBER 1, 2020

This Purchase and Sale Agreement with Option to Purchase and Right of First Refusal (the "Agreement") is entered into as of the day of , 2020 (the "Effective Date") by and between BROOKLEY BAY FRONT PROPERTIES, LLC, an Alabama limited liability company ("Seller"), and the CITY OF MOBILE, ALABAMA ("Buyer").

For and in consideration of the purchase price and the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. PURCHASE AND SALE / OPTION TO PURCHASE / RIGHT OF FIRST REFUSAL

1.01 Agreement to Sell and Convey. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller (the "Sale"), subject to the terms and conditions hereinafter set forth, certain parcels of real property depicted on Exhibit "A" and described as Tranche Area 1A – GOMESA Fund (orange) and Tranche Area 1B- Economic Development Fund (blue) (collectively, "Tranche 1") and Tranche Area- NFWF Fund (purple) ("Tranche 2"). Tranche 1 and Tranche 2 together with the remainder of Seller's adjoining property depicted on Exhibit "A" and described as Tranche Area 3- Option Property (yellow) ("Option Property") are sometimes hereinafter collectively referred to as the "Land". The Land together with the following are sometimes hereinafter collectively referred to as the "Property".

(a) all and singular the rights and appurtenances pertaining thereto including but not limited to any right, title and interest of Seller in and to adjacent streets, roads, alleys, easements and rights-of-way to the extent that such right, title and interest exist;

(b) all accretion, alluvion and sedimentary deposits associated with the Land;

(c) all portions of the Land submerged in Mobile Bay to the extent owned by Seller;

(d) all oil, gas and mineral rights pertaining to the Land and owned by Seller;

(e) all buildings and other improvements located on the Land, including, without limitation the buildings, Access Improvements (as defined in this Section 1.01 below), Subsurface Improvements (as defined in this Section 1.01 below), and other structures and fixtures located on the Land (collectively, the "Buildings and Improvements");

(f) all furniture and readily removed equipment located on the Land or in the Buildings and Improvements to the extent owned by Seller (the "Personal Property"); and

(g) all of Seller's assignable licenses and permits relating to the operation, maintenance or development of the Land and the Buildings and Improvements (if any, the "Assignable Licenses and Permits").

For purposes of defining the Property, all subsurface improvements such as sewer, drainage, water or sprinkler lines, and pipes, to the extent Seller has any right, title and interest in and to the same, will be referred to as the "Subsurface Improvements," and all roads, sidewalks, curbs, and parking surfaces, to the extent Seller has any right, title and interest in and to the same, will be referred to as the "Access Improvements."

1.02 Option to Purchase / Right of First Refusal. Seller grants to Buyer an option to purchase ("Option") the Option Property and a right of first refusal ("RFR") on the Option Property upon the following terms and conditions:

(a) Option. The term of the Option shall be for five (5) years commencing on the Effective Date of this Agreement and automatically terminating five (5) years thereafter ("Option Period"). The Option is exclusive to Buyer and may not be assigned without Seller's written consent. In order to exercise the Option, Buyer must have first closed on Tranche 1 and Tranche 2 and execute and deliver to Seller during the Option Period, a written notice indicating Buyer's irrevocable and unconditional exercise of the Option (the "Option Notice"). If Buyer fails to exercise the Option within the Option Period, then the Option and the rights of Buyer shall automatically and immediately terminate without notice or any

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liability whatsoever to Buyer or Seller and the parties shall have no further rights or obligations to the other with respect to the Option or the Option Property. The Option may only be exercised with respect to all of the Option Property at one time and may not be exercised in phases or portions. The closing on the Option Property shall occur within sixty (60) days of Seller's receipt of Buyer's Option Notice (the "Option Closing"). Seller, at its cost, may record a memorandum of option agreement in the form attached hereto as Exhibit "B".

(b) RFR. The term of the RFR shall be for five (5) years commencing on the Effective Date of this Agreement and automatically terminating five (5) years thereafter ("RFR Period"). The RFR Period shall run concurrently with and expire on the same day the Option Period does. The RFR is exclusive to Buyer and may not be assigned without Seller's written consent. If at any time during the RFR Period Seller receives a bonafide written offer to purchase the Option Property from a third party (an "Offer"), Seller agrees to provide a copy of the Offer to Buyer. Buyer shall have thirty (30) days from receipt of the Offer to exercise the Option to purchase the Option Property by delivering its written Option Notice to Seller. If no Option Notice is delivered to Seller within thirty (30) days of Buyer's receipt of the Offer, Buyer shall be deemed to have waived its right to exercise the Option and Seller shall be free to proceed with selling the Option Property to the purchaser making the Offer in accordance with the terms and conditions set forth in the Offer. If Seller fails to close on the sale contained in the Offer within one hundred fifty (150) days after Buyer waives (or is deemed to have waived its rights under the Option), then the Option and RFR shall continue in effect and any future Offer(s) received by Seller shall be handled in the same manner as provided for above. If Buyer exercises its RFR by timely delivering an Option Notice to Seller under this Section 1.02 (b), Buyer shall close on the Option Property within thirty (30) days after delivering the Option Notice to Seller.

1.03 Purchase Price.

(a) The purchase price for Tranche 1 (the "Tranche 1 Purchase Price") is THIRTY-ONE MILLION AND NO/100 DOLLARS (\$31,000,000.00). The Tranche 1 Purchase Price shall consist of the State Funds (defined below) and shall be paid by Buyer to Seller by wire transfer of immediately available funds at the Tranche 1 Closing (as hereinafter defined). The Tranche 1 Purchase Price will only be subject to closing prorations and adjustments as set forth in Section 4.04. For purposes of this Agreement, the term "State Funds" shall mean funds received from the State of Alabama by Buyer in the amount of Thirty-One Million and No/100ths Dollars (\$31,000,000.00) which have been designated by the State of Alabama to be used by Buyer for the purchase of the Tranche 1 Property.

(b) The purchase price for Tranche 2 (the "Tranche 2 Purchase Price") is TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). The Tranche 2 Purchase Price shall consist of the NFWF Funds (defined below) and shall be paid by Buyer to Seller by wire transfer of immediately available funds at the Tranche 2 Closing (as hereinafter defined). The Tranche 2 Purchase Price will only be subject to closing prorations and adjustments as set forth in Section 4.04. For purposes of this Agreement, the term "NFWF Funds" shall mean funds received from the National Fish and Wildlife Foundation by Buyer in the amount of Two Million and 00/100ths Dollars (\$2,000,000.00) which have been designated by the National Fish and Wildlife Foundation to be used by Buyer for the purchase of the Tranche 2 Property.

(c) The purchase price for the Option Property (the "Option Property Purchase Price") is NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00). The Option Property Purchase Price shall be paid by Buyer to Seller by wire transfer of immediately available funds at the Option Closing (as hereinafter defined). The Option Property Purchase Price will only be subject to closing prorations and adjustments as set forth in Section 4.04.

II. INSPECTION PERIOD

2.01 Inspection Period Defined / Termination During Inspection Period. Buyer will have until November 17, 2020 (the "Inspection Period") in which to inspect the Property pursuant to a separate Access Agreement entered into between Buyer and Seller dated August 4, 2020, as amended by that certain First Amendment to Access Agreement dated October

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27, 2020 (the "Access Agreement"). Notwithstanding anything to the contrary in this Agreement, Buyer may terminate this Agreement for any reason or no reason by giving written notice of termination to Seller (the "Due Diligence Termination Notice") on or before the last day of the Inspection Period. If Buyer does not give a Due Diligence Termination Notice, this Agreement shall continue in full force and effect, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 2.01, and Buyer shall be deemed to have acknowledged that it has conducted all inspections and tests of the Property that it considers necessary.

2.02 Title Commitment(s). As of the Closing Date, Seller shall provide good and marketable title to the Property subject to those matters set forth on Exhibit "C" (individually a "Permitted Exception" and collectively as the "Permitted Exceptions") (subject to Buyer's title review, as set forth in Section 2.03 below). Within thirty (30) days after the Effective Date, Seller will cause Baronne Title of Alabama, LLC, 11 North Water Street, Suite 1200, Mobile, Alabama 36602 (251) 439-7519 ("Title Agent") to provide the Buyer and Seller with (A) one or more commitment(s) for an owner's policy of title insurance in a customary form (collectively, the "Original Title Commitment") covering Tranche 1, Tranche 2 and the Option Property issued on behalf of First American Title Insurance Company (the "Title Company") and (B) legible copies (if available) of all instruments creating title exceptions described in the Title Commitment (the "Exception Documents"), with Title Company agreeing pursuant to the Title Commitment to issue to Buyer, upon the applicable closing and payment of all applicable premiums and customary charges, an owner's title insurance policy covering Tranche 1 and/or Tranche 2 and/or the Option Property (if exercised) being purchased by Buyer in the amount of the applicable purchase price, without exception for any matters other than the Permitted Exceptions. Such owner's policy or policies, without endorsements, will be collectively referred to as the "Base Title Policy." At the applicable closing of each Tranche 1 and Tranche 2 (and the Option Property, if exercised), Seller will pay the cost of and premium for the Base Title Policy with respect to each Tranche (and the Option Property, if exercised), but Buyer must pay the cost of any endorsements requested by Buyer, and Buyer must pay the cost of any lender's title insurance policy.

2.03 Cure of Title Defects. Buyer will have fifteen (15) days after receipt of the Title Commitment and the Exception Documents to provide to Seller a letter setting forth all of Buyer's objections to Seller's title to the Property; provided, however, that Buyer agrees not to make a title objection for any Permitted Exceptions numbered 1 thru 6 on Exhibit "C"; and provided further that Buyer shall not be required to object to any mortgages, vendor's liens, and other financial encumbrances relating to the Property (collectively, "Financial Encumbrances") which are identified in the Title Commitment, as Seller agrees to release or have released all Financial Encumbrances on or prior to the applicable closing date. Upon receipt of an objection notice from Buyer to Seller, Seller will, within ten (10) days after receipt of Buyer's objection notice, deliver to Buyer written notice of Seller's election to (i) cure such title objection prior to the applicable closing or (ii) not to cure such title objection. If Buyer does not deliver a title objection letter to Seller within the time set forth above, Buyer shall be deemed to have accepted and all matters on the Title Commitment shall be deemed Permitted Exceptions. If Seller does not respond within ten (10) days after receipt of Buyer's objection notice, Seller will be deemed to have declined to cure such objection. With regard to any title defect that Seller agrees to attempt to cure, Seller shall attempt to cure and remove such item prior to the applicable closing. If Seller refuses or is unable or fails by the applicable closing to cure or remove any such title defect, then Buyer may, at its option, (a) waive its objection and proceed with closing, in which event such uncured title defect shall be an additional Permitted Exception under this Agreement, or (b) terminate this Agreement by written notice to Seller.

Buyer may cause the Title Company to update the Title Commitment (each an "Updated Title Commitment") prior to Closing, including, without limitation, to include the Survey Legal Description (as hereinafter defined), and Buyer shall have the right to object to any exception to title that was not shown on the Original Title Commitment(s) (other than Permitted Exceptions). The procedures, responses, and remedies with respect to an Updated Title Commitment shall be the same as for the initial Title Commitment, as set forth in Section 2.03 above, except that Buyer shall have ten (10) days from receipt of the Updated Title Commitment to object, and Seller shall have five (5) days to respond to Buyer's objection, if any.

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2.04 Survey. Prior to the expiration of the Inspection Period, Buyer shall obtain, at its sole cost and expense, and deliver to Seller a survey of Tranche 1, Tranche 2 and the Option Property prepared by a registered Alabama surveyor in strict adherence to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "Survey") containing metes and bounds legal descriptions of Tranche 1, Tranche 2 and the Option Property (the "Survey Legal Description"). Buyer and Seller shall work together to review, agree upon and finalize the Survey and the legal descriptions of Tranche 1, Tranche 2 and the Option Property as soon as possible after delivery of the initial draft of the Survey. The agreed upon metes and bounds legal descriptions for Tranche 1 and Tranche 2 and the Option Property shall contain all the Land owned by Seller and the surveyor shall certify the same on the Survey. The agreed upon metes and bounds legal descriptions for Tranche 1 and Tranche 2 (and the Option Property, if exercised) are what shall be conveyed in the deed(s) from Seller to Buyer.

2.05 Cure of Survey Matters. If Buyer objects to any matters disclosed on the Survey, Buyer shall provide Seller with a letter setting forth all of Buyer's objections to any matters disclosed on the Survey prior to expiration of the Inspection Period. Upon receipt of an objection notice from Buyer to Seller, Seller will, within ten (10) days after receipt of Buyer's objection notice, deliver to Buyer written notice of Seller's election to (i) cure such Survey objection prior to the applicable closing or (ii) not to cure such Survey objection. If Buyer does not object to any matters shown on the Survey by the deadline set forth above, Buyer shall be deemed to have accepted all matters shown on the Survey and such matters shall be deemed Permitted Exceptions. If Seller does not respond timely, Seller will be deemed to have declined to cure such objection. With regard to any matter that Seller agrees to attempt to cure, Seller shall attempt to cure and remove such item prior to the applicable closing. If Seller refuses or is unable or fails by the applicable closing to cure or remove any such matter, then Buyer may, at its option, (a) waive its objection and proceed with closing, in which event such uncured Survey matter shall be an additional Permitted Exception under this Agreement, or (b) terminate this Agreement by written notice to Seller.

2.06 Information. During the Inspection Period and pursuant to the Access Agreement and a separate Confidentiality Agreement dated July 31, 2020 (the "Confidentiality Agreement"), Seller has provided Buyer with, to the extent relating to the Property and within Seller's possession, copies of all title policies, surveys, site plans, studies, engineering reports, environmental studies, wetlands studies, and other materials prepared for Seller to assess the physical character or condition of the Land, Buildings and Improvements, the title to the Property, the boundaries of the Land, and any encroachments on the Land or by the Buildings and Improvements (collectively, the "Property Reports"). Seller disclaims any warranty with respect to the accuracy or completeness of the Property Reports. If this Agreement is terminated, the Property Reports provided will be returned to Seller within five (5) business days after such termination.

2.07 University Use Easement. Prior to the closing(s) of Tranche 1 and Tranche 2 (and the Option Property, if exercised), Seller will arrange for the termination of the surface easement (with respect to each parcel) reserved by University of South Alabama in that certain Special Warranty Deed With Reservation of Vendor's Lien and Reservation of Surface Easement in favor of Seller dated November 10, 2010 and recorded in the conveyance records of Mobile County, Alabama at Book 6720, Page 635 as previously extended by agreement between University of South Alabama and Seller (the "University Use Easement"), effective on the applicable Closing Date.

2.08 Reciprocal Easement Agreement. The East property line of the Option Property is the centerline of an existing paved private road known as Old Bay Front Drive which centerline also adjoins and constitutes the West property line of portions of Tranche 1 and Tranche 2. As such, Seller and Buyer agree that on the applicable Closing, Seller and Buyer (or its assigns) shall enter into a reciprocal easement agreement ("REA") granting to the other the right to use that portion of Old Bay Front Drive which each party owns for ingress and egress over, on and along Old Bay Front Drive to access the other's property. The form of the REA shall be mutually agreed upon prior to Closing, but shall not require

Seller to contribute to the cost of any improvements to or widening of Old Bay Front Drive made by the Buyer or its successors or assigns.

III. REPRESENTATIONS AND COVENANTS

3.01 Seller's Representations and Covenants. Except for Seller's express written representations and warranties in this Agreement and in any Closing Documents (as defined below), Buyer will rely solely on Buyer's due diligence and own judgment in determining whether to purchase the Property. Seller makes the following representations which are true and accurate as of the Effective Date and will be true and correct as of the applicable closing date:

(a) Entity. Seller is a limited liability company duly organized and validly existing under the laws of the State of Alabama.

(b) Authority. Seller has the power and authority to execute, deliver and perform this Agreement and the transactions contemplated herein in accordance with the terms hereof.

(c) Binding Obligation. This Agreement and all other documents and agreements to be executed and/or delivered in connection with or pursuant to this Agreement (the "Closing Documents") constitute or will constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with their terms, except as such enforcement may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other applicable laws affecting or relating to the rights of creditors generally, or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) Consents. Except for consents, approvals, or authorizations which will have been obtained or actions which will have been taken on or prior to the applicable Closing, no consent, approval, authorization or action by any governmental authority or any person having legal rights against or jurisdiction over Seller is required in connection with the execution and delivery by Seller of this Agreement or for consummation by Seller of the transactions contemplated herein.

(e) Pending and Threatened Litigation. There are no pending or, to the best of Seller's knowledge, threatened litigation against Seller or the Property whatsoever relating to the Property or the Sale.

(f) No Breach of Other Agreements. The consummation of the transactions herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instrument by which Seller is bound; and will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Seller is subject or bound.

(g) Executory Agreements. Seller is not party to any lease, license or other occupancy agreement affecting the Property, written or oral, formal or informal, other than the University Use Easement, which Seller represents, warrants and covenants will be terminated in full on or prior to the applicable closing date. There are no options or rights of first refusal affecting the Property except for the one granted to Buyer in this Agreement.

(h) No Other Agreements. No broker, agent or finder, licensed or otherwise has been engaged by Seller in connection with the transaction contemplated by this Agreement. In the event of any such claim for broker's, agent's or finder's fee, acquisition fee or commission in connection with the negotiation, execution or consummation of the transactions contemplated in this Agreement, the Seller shall indemnify, hold harmless and defend the Buyer from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs.

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(i) Notices of Violation. Seller has not received any written notice from any governmental agency or entity of any material violation of any federal, state, county or municipal laws, ordinances, orders, regulations or requirements affecting the Property or any portion thereof, including, without limitation, any Environmental Law (as hereinafter defined) relating to the Property except as may have been disclosed pursuant to Section 6.02 and on Exhibit G of this Agreement.

(j) Enforceability. Seller's entry into this Agreement, and the observance and performance of Seller's agreements and obligations hereunder, have been duly approved by all necessary action of the directors, shareholders, members and/or partners (as applicable) of Seller. This Agreement constitutes and the Closing Documents will, when executed and delivered, constitute the valid and binding obligations of Seller, enforceable in accordance with their terms.

(k) OFAC. Seller (which, for this purposes of this Section 3.01(j), shall include its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Department of the Treasury ("OFAC") at its official website (<http://www.treas.gov/ofac/t11sdn.pdf>) or at any replacement website or other replacement official publication of such list (collectively, the "List"); (ii) is currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of OFAC and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) will not transfer or permit the transfer of any controlling interest in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the List.

(l) Adverse Judgments. Except as disclosed in this Agreement and Exhibit G, there are no judgments or outstanding orders, injunctions, decrees, stipulations or awards (whether rendered by a governmental authority or by an arbitrator) against Seller (or against any of the Property), excluding any ex parte action where no written notice has been provided to Seller and with respect to which Seller does not otherwise have knowledge, that prohibit or restrict, or could reasonably be expected to result in any material delay of, the consummation of the transactions contemplated by this Agreement.

(m) Covenants. Between the date of this Agreement and the applicable Closing, Seller shall maintain and keep the Property in substantially the same condition as existed on the date of this Agreement, and, except as provided below, shall not enter into any contracts affecting the Property. Seller shall not further encumber the Property prior to the applicable Closing or termination of this Agreement other than contracts or agreements entered into in the ordinary course of business or those encumbrances that are removed by Seller prior to the applicable Closing.

3.02 Buyer's Representations. Buyer makes the following representations which are true and accurate as of the Effective Date and will be true and correct as of the applicable closing date:

(a) Binding Obligation. This Agreement and all other documents and agreements to be executed and/or delivered in connection with or pursuant to this Agreement constitute or will constitute the valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms, except as such enforcement may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other applicable laws affecting or relating to the rights of creditors generally, or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Pending and Threatened Litigation. There are no pending or, to the best of Buyer's knowledge, threatened litigation against Buyer whatsoever relating to the Sale.

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(c) No Breach of Other Agreements. The consummation of the transactions herein contemplated and the compliance by Buyer with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instrument by which Buyer is bound; and will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Buyer is subject or bound.

(d) No Other Agreements. No broker, agent or finder, licensed or otherwise has been engaged by Buyer in connection with the transaction contemplated by this Agreement. In the event of any such claim for broker's, agent's or finder's fee, acquisition fee or commission in connection with the negotiation, execution or consummation of the transactions contemplated in this Agreement, the Buyer shall indemnify, hold harmless and defend the Seller from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs.

3.03 Remedy for Warranty Breach. In the event of a material breach of any representation made in Section 3.01 or Section 3.02 or elsewhere in the Agreement by either party before the applicable closing, the party not in breach will as its sole remedy have the right to terminate this Agreement under Section 7.01 by providing written notice to the party in breach.

IV. PROVISIONS WITH RESPECT TO CLOSING

4.01 Closing.

(a) Tranche 1. The closing on Tranche 1 will take place on: (A) the later of: (i) fifteen (15) days after Buyer's receipt of the State Funds; or (ii) fifteen (15) days after expiration of the Inspection Period, or (B) on such other date as may be mutually agreed to in writing by the Buyer and Seller (the "Tranche 1 Closing Date") provided however, the Tranche 1 Closing Date shall not be any later than December 31, 2020 (the "Tranche 1 Closing"). The Tranche 1 Closing will occur via Federal Express or similar means of exchanging documents or in the offices of Seller's attorneys in Mobile, Alabama on the Tranche 1 Closing Date.

(b) Tranche 2. The closing on Tranche 2 will take place on: (A) the later of: (i) fifteen (15) days after Buyer's receipt of the NFWF Funds; or (ii) fifteen (15) days after expiration of the Inspection Period, or (B) on such other date as may be mutually agreed to in writing by the Buyer and Seller (the "Tranche 2 Closing Date") provided however, the Tranche 2 Closing Date shall not be any later than February 15, 2021 (the "Tranche 2 Closing"). The Tranche 2 Closing will occur via Federal Express or similar means of exchanging documents or in the offices of Seller's attorneys in Mobile, Alabama on the Tranche 2 Closing Date. The Tranche 1 Closing, Tranche 2 Closing and, if applicable, the Option Closing, are sometimes referred to collectively as the "Closing".

4.02 Seller's Obligations at Closing. At each applicable closing, Seller will do the following:

(a) Execute, acknowledge and deliver statutory warranty deeds in the form of Exhibit "D" (the "Deed") to Buyer conveying, as applicable, the Tranche 1 Property and/or the Tranche 2 Property (and the Option Property, if exercised) to Buyer subject to the Permitted Exceptions.

(b) Execute, acknowledge and deliver a bill of sale and assignment (the "Bill of Sale") to Buyer with respect to the Personal Property and any Assignable Licenses and Permits as applicable to such Property in the form of Exhibit "E";

(c) Execute and deliver to Buyer and the Title Agent a seller/owner affidavit in the form of Exhibit "F";

(d) Execute and deliver instruments satisfactory to Buyer and the Title Company reflecting the proper power, good standing and authorization for the Sale of the Property from Seller to Buyer hereunder;

MINUTES OF DECEMBER 1, 2020

- (e) Execute and deliver to Buyer and the Title Agent a FIRPTA affidavit in form and substance acceptable to Buyer and the Title Company certifying that Seller is not a foreign entity;
- (f) Execute and deliver to Buyer a closing statement setting forth the Purchase Price, adjustments, prorations and closing costs as set forth herein (the "Settlement Statement");
- (g) Pay the premium and other charges necessary for the Title Agent to issue the Base Title Policy to Buyer following recordation of the Deed;
- (h) Deliver satisfactory evidence of Seller's organization and formation, existence, good standing, if applicable, and authority to execute and deliver the Deed;
- (i) Execute and deliver any condemnation proceeds in accordance with and as contemplated by Section 5.02 of this Agreement;
- (j) Execute and deliver such other documents as may be reasonably required by Buyer or the Title Agent to consummate the transactions contemplated in this Agreement; and
- (k) Execute and deliver the REA.

4.03 Buyer's Obligations at Closing. Contemporaneously with the performance by Seller of its obligations set forth in Section 4.02 above, at Closing, Buyer will deliver to Seller the applicable purchase price (plus or minus any applicable closing adjustments). In addition, Buyer will do the following:

- (a) Execute and deliver instruments reasonably satisfactory to Seller and the Title Agent reflecting the proper power, good standing and authorization for the purchase of the Tranche 1 and/or Tranche 2 (and the Option Property, if exercised) from Seller by Buyer hereunder;
- (b) Execute, acknowledge and deliver to Seller the Deed, and if applicable, the Bill of Sale;
- (c) Execute and deliver to Seller the Settlement Statement;
- (d) Execute and deliver such other documents as may be reasonably required by Seller and Title Agent and approved by Buyer to consummate the transactions contemplated in this Agreement or as may be required by this Agreement; and
- (e) Execute and deliver the REA.

4.04 Closing Costs.

- (a) Seller will pay the following costs and expenses in connection with the applicable closing:
 - (i) Its costs of preparing documents, such as authorizing resolutions, necessary for Seller's authorization of and entry into the transactions contemplated by this Agreement and its attorneys' fees;
 - (ii) The cost of obtaining the title search and the Base Title Policy;
 - (iii) Any costs of operating the Property that have accrued prior to the applicable closing date; and
 - (iv) All other costs and expenses incurred by Seller in connection with the Sale and the actions contemplated by this Agreement.
- (b) Buyer will pay the following costs and expenses in connection with the applicable closing:
 - (i) Its costs of reviewing the Deed and other closing documents and its attorneys' fees;

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(ii) The cost of any endorsements to the Base Title Policy, any lender's title policy and any endorsements to the same;

(iii) The cost of the Survey and any environmental investigations performed by Buyer during the Inspection Period;

(iv) The recording fees in connection with the Deed including, without limitation, any transfer, deed, mortgage or recording tax; and

(v) All other costs and expenses incurred by Buyer in connection with the Sale and the actions contemplated by this Agreement.

(c) Property Taxes. Buyer acknowledges that, because the Property is subject to the University Use Easement, they are not currently subject to ad valorem taxation. As a result, no tax pro ration will occur at the applicable closing or thereafter. Buyer is responsible for all ad valorem and other taxes accruing with respect to the Property on and after the applicable closing date, including but not limited to any "roll back" taxes that might be assessed due to Buyer's change in use of the Property.

(d) Other Pro-Rations. To the extent that any other costs relating to the Property must be pro-rated (ongoing utility services), they will be pro-rated as of the applicable closing date based upon the number of days prior to the applicable closing date during the year in question and the number of days during such year commencing on and following the applicable closing date.

4.05 Seller's Conditions Precedent to Closing. The following will be conditions precedent to Seller's obligation to proceed with the applicable closing and consummate the sale of the Property in accordance with this Agreement:

(a) Seller will have received from Buyer, or received confirmation from the Title Agent that the Title Agent has received from Buyer, all of the items required to be delivered by Buyer pursuant to this Agreement;

(b) Buyer will have performed, in all material respects, all covenants and obligations to be performed by Buyer at or prior to the applicable closing in accordance with this Agreement; and

(c) Buyer's representations and warranties set forth in this Agreement will be true and correct as of the applicable closing, as if made on the applicable closing date.

4.06 Buyer's Conditions Precedent to Closing. The following will be conditions precedent to Buyer's obligation to proceed with the closing and consummate the purchase of the Property in accordance with this Agreement:

(a) Buyer will have received from Seller, or received confirmation from Title Agent that Title Agent has received from Seller, all of the items required to be delivered by Seller pursuant to this Agreement;

(b) Seller will have performed, in all material respects, all covenants and obligations to be performed by Seller at or prior to the applicable closing in accordance with this Agreement;

(c) Seller's representations and warranties set forth in this Agreement will be true and correct as of the applicable closing, as if made on the applicable closing date;

(d) Buyer will have received the State Funds from the State of Alabama prior to the Tranche 1 Closing and the NFWF Funds from the National Fish and Wildlife Foundation prior to the Tranche 2 Closing; and

(e) The City Council for the City of Mobile, Alabama, shall have formally voted on and approved the terms of this Agreement.

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4.07 Possession. Buyer, subject to the Permitted Exceptions, shall be entitled to possession of the applicable Property upon the applicable Closing.

V. RISK OF LOSS

5.01 Risk of Loss by Casualty. In the event of material loss of or damage to the Land due to fire, earthquake, storm, hurricane, flood, infestation or other casualty whether natural or manmade (an "Occurrence"), then Seller shall promptly provide Buyer with written notification of the same (the "Risk of Loss Notice"). Buyer may, at its option and within ten (10) days of its receipt of the Risk of Loss Notice, (i) elect to terminate this Agreement, or (ii) elect to close the Sale in which case Buyer will be conclusively deemed to have elected to accept the Property subject to such Occurrence at Closing. Buyer will not maintain any claim against Seller for any Occurrence and acknowledges that Seller does not maintain any casualty loss insurance with respect to the Property. Seller will immediately notify Buyer in writing immediately upon Seller's knowledge of any Occurrence.

5.02 Risk of Loss by Condemnation, Taking, Transfer or Other Action by Local, State or Federal Government. If prior to Closing any expropriation, condemnation, eminent domain proceedings or any transfer from or to any federal or Alabama state or local agency or entity (other than the Federal Aviation Administration, Mobile Airport Authority, County of Mobile, Alabama and/or the City of Mobile, Alabama) (collectively, a "Governmental Taking/Transfer") is initiated that might result in the taking or other transfer of all or any portion of the Property, then Seller shall promptly provide Buyer with written notification of the same (the "Condemnation Notice"). Buyer may, at its option and within ten (10) days of its receipt of the Condemnation Notice, (i) elect to terminate this Agreement or (ii) elect to close the transactions contemplated by this Agreement (which Buyer will be deemed to have elected to do if no such termination notice is given by Buyer to Seller) in which case Buyer will be conclusively deemed to have elected to accept the Property subject to such Governmental Taking/Transfer at the applicable closing. If any Governmental Taking/Transfer occurs or commences prior to the applicable closing but is not reasonably expected to materially interfere with Buyer's development or proposed use of the Property, the parties will close the Sale as required by this Agreement. If the applicable closing occurs after any Governmental Taking/Transfer or the commencement of any Governmental Taking/Transfer proceedings with respect to the Property, Seller will assign all of its interest to all proceeds relating thereto to Buyer at the applicable closing. Seller will immediately notify Buyer in writing if to its knowledge any Governmental Taking/Transfer is pending.

VI. NO WARRANTY OF PROPERTY CONDITION

6.01 Waiver of all Warranties of Condition and Suitability. Seller has not made and will make no representation or warranty concerning the condition, or the suitability for any purpose, of the Property and the Deed will include the following provisions:

(a) As a material and integral consideration for the execution of this Statutory Warranty Deed by Grantor, Grantee acknowledges that the Property is sold "AS IS, WHERE IS" and hereby disclaims (i) any warranty (whether express or implied, or arising by operation of law) guaranty or representation, oral or written, concerning the nature and physical condition of the Property, including the suitability thereof for any and all activities and uses the Grantee may elect to conduct thereon, (ii) the availability of utilities to service the Property, and (iii) the compliance of the Property or its operations with any laws, ordinances or regulations of any government or other body. Grantee further waives and releases Grantor from any and all claims or causes of action to which Grantee may have or hereafter may be otherwise entitled, based on defects in the Property, or any improvements or component parts thereof, including, without limitation, for return or diminution of the Purchase Price under any theory of law. Grantee further assumes the risk of all defects in the physical condition of the Property, whether those defects are latent or not discoverable upon simple inspection, and including those defects, knowledge of which would deter Grantee from making this purchase.

(b) Grantee further acknowledges that Grantee and any agents of its choosing (i) had ample opportunity to inspect fully the Property, including but not limited to the

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environmental condition of the Property; (ii) has inspected the Property to the extent Grantee has deemed necessary; (iii) has had ample opportunity to survey the Property and to determine the zoning applicable to the Property and the availability of access and utilities and (iv) does hereby purchase the Property in its present condition and subject to any physical encroachments on the Property and any physical encroachments onto adjacent property by improvements located on the Property.

(c) Grantee further waives and releases Grantor from any and all claims, demands, causes of action, liens, losses, damages, liabilities, costs and expenses of any and every kind or character, known or unknown, fixed or contingent, under the Resource Conservation and Recovery Act ("RCRA"), as now existing or hereafter amended, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as now existing or hereafter amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C. §§ 5101 et seq.; the Clean Water Act, as now existing or hereafter amended, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, as now existing or hereafter amended, 15 U.S.C. §§ 2601 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations relating to the environment as they now exist or may subsequently be modified, supplemented or amended.

6.2 Disclosure of Certain Environmental Matters. Without limiting or expanding Buyer's waivers and releases under Section 6.01, Buyer acknowledges that Seller (i) has provided Buyer with the environmental assessments listed on Exhibit "G", (ii) disclosed to Buyer the deed restrictions applicable to a portion of the Land described on Exhibit "G", (iii) disclosed to Buyer the correspondence with the Alabama Department of Environmental Management described on Exhibit "G", and (iv) delivered to Buyer the Corps of Engineers' draft final site inspection report on the Property described on Exhibit "G".

VII. DEFAULT AND REMEDIES

7.01 Default. If either party defaults under any of the obligations or covenants of this Agreement and does not cure such default within ten (10) days of written notice from the non-defaulting party, then the non-defaulting party will, as its exclusive remedy have the right to terminate this Agreement and neither party shall owe any further obligations under this Agreement except as provided: (i) under Section 2.06 with respect to the return of the Property Reports, and (ii) under Section 8.07. The remedy for default set forth in this Section is the parties' exclusive remedy for default. Each of Seller and Buyer hereby acknowledge that the foregoing shall be its sole and exclusive remedy against the other party for a default under this Agreement. Buyer waives any claims against Seller for damages or losses including, but not limited to any expenses which Buyer incurred in its investigation of the Property, and Seller waives any claims against Buyer for damages that Seller incurred in taking the Property off the market in contemplation of the Sale. Each party waives any claims for punitive or consequential damages or lost profits.

7.02 Attorneys' Fees and Costs. In the event of any litigation between the parties arising out of this Agreement each party will bear its own fees (including reasonable attorneys' fees) and costs incurred, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

VIII. MISCELLANEOUS

8.01 Assignment. Except as otherwise set forth in this Section 8.01, this Agreement may not be assigned by either party without the other party's prior written consent. Buyer may partially assign this Agreement to the Industrial Development Board of the City of Mobile, Alabama with regard to its rights and liabilities as to (i) Tranche Area 1B-Economic Development Fund (orange) depicted on Exhibit "A" and (ii) the Option Property without obtaining Seller's consent; provided, however, any such assignment shall not relieve Buyer of Buyer's obligations hereunder.

8.02 Intentionally Omitted.

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8.03 Notices. All notices which are required or permitted hereunder must be in writing and will be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) when delivered by personal delivery or (ii) one business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, Federal Express, UPS or DHL) or (iii) if sent by email: (a) when the sender receives an automated message confirming delivery; or (b) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first, but if the delivery or receipt is on a day which is not a business day or is after 5:00 p.m. (CST) it is deemed to be received at 9:00 a.m. on the following business day and provided that follow up delivery occurs by a method set forth in subsections (i) – (ii), addressed to the party to whom notice is intended to be given at the address set forth below:

Seller: Brookley Bay Front Properties, L.L.C.
211 North Conception Street
Mobile, AL 36603
Attention: Maxey J. Roberts
Email: mjr@usafoundation.org

With a copy to: Jones Walker, LLP
RSA Battle House Tower
11 North Water Street
Suite 1200
Mobile, Alabama 36602
Attention: Ronald A. Snider
Email: rsnider@joneswalker.com
And clanham@joneswalker.com

Buyer: City of Mobile, Alabama
Office of the Mayor
205 Government Street, 10th Floor
Mobile, Alabama 36602
Attn: Paul Wesch
(251) 208-7548
Email: paul.wesch@cityofmobile.org

With a copy to: Adams and Reese LLP
11 N. Water Street, 23rd Floor
Mobile, Alabama 36602
Attn: Britton Bonner
(251) 433-3234
Email: britton.bonner@arlaw.com

Either party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

8.04 Entire Agreement. This Agreement, including its exhibits, embodies and constitutes the entire understanding among the parties with respect to the Sale, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

8.05 Exclusive Dealing. While this Agreement is in effect, Seller and its agents, and affiliates may not, directly or indirectly, solicit, initiate or encourage inquiries or proposals with respect to the Tranche 1 and Tranche 2 from any party other than Buyer (each, a "Third Party") with respect to, or furnish any information to any Third Party relating to, or

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participate in any negotiations or discussions with any Third Party concerning, any acquisition of an interest in Tranche 1 or Tranche 2, without Buyer's prior written consent.

8.06 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama. The parties hereby consent to jurisdiction and venue of the Alabama State courts in Mobile County, Alabama (and, if federal jurisdiction exists, the federal courts for the Southern District of Alabama), and agree that such jurisdiction and venue will be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

8.07 Confidentiality. This Agreement is subject to the terms and provisions of the Confidentiality Agreement. However, notwithstanding the terms of the Confidentiality Agreement, given the public nature of the parties involved and the size and nature of the transaction contemplated by this Agreement (the "Transaction"), Buyer and Seller agree that a press release concerning the Transaction is appropriate and necessary. Both Buyer and Seller shall mutually agree upon the content of such a press release and the timing of making the press release available to the public. Neither party shall make a press release without the consent of the other which consent shall not be unreasonably withheld. The foregoing notwithstanding, except as is available to the general public or as is lawfully required to be disclosed to any governmental agency or as is otherwise required to be disclosed by law, the parties agree to keep confidential and not disclose the content or results of any Property Reports, due diligence items, environmental inspections or reports obtained by Buyer during the Inspection Period or other information obtained from the other party in connection with this Agreement to any person or entity other than to their accountants, attorneys, lenders, funding providers, business advisers and federal or state agencies, in each case, only to the extent that such persons need to know such terms and this Agreement's existence for the purposes of assisting or advising the Buyer or Seller in evaluating and effecting the proposed transaction and provided that the Buyer or Seller has informed each such person receiving such information of the confidential nature of such information and that, by receiving such information, such person is required to comply with the binding provisions of this Agreement including not further disclosing such information except in a manner that the Buyer or Seller would be permitted to make such disclosure. The covenants of the parties contained in this Section 8.07 will survive the termination or expiration of this Agreement.

8.08 Headings. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

8.09 Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their heirs, personal representatives, successors and permitted assigns (subject however, to the restrictions of Section 8.01).

8.10 Counterparts. This Agreement may be executed in two counterparts, each of which will be deemed to be an original instrument, but both such counterparts together will constitute one and the same instrument. Evidence of this Agreement's execution may be provided by scanned email copy.

8.11 Interpretation. Whenever the context hereof will so require, the singular will include the plural, the male gender will include the female gender and neuter and vice versa. This Agreement and any related instruments will not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments. The word "day" as used in this Agreement will mean a calendar day unless otherwise expressly stated. The word "business day" as used in this Agreement will mean Monday through Friday but excluding any day that is a legal holiday recognized in Mobile County, Alabama.

8.12 Severability. In case any one or more of the provisions contained in the Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this

MINUTES OF DECEMBER 1, 2020

Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.13 Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement. All time periods expressed as days will be computed in calendar days. The expiration of any period of time prescribed in this Agreement will occur at 5:00 p.m. (Central time) of the last day of the period. Should any period of time specified herein end on a day that is not a business day, the period of time will automatically be extended to 5:00 p.m. of the next full business day.

8.14 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof will constitute a waiver of either party's right to demand exact compliance with the terms hereof.

8.15 Effective Date. The Effective Date of this Agreement will be the date on which the latter of Seller and Buyer will sign and return the same to the other party and will be so stated on the initial page of this Agreement.

8.16 Special Provisions Relating To COVID-19 Pandemic. Buyer and Seller acknowledge the current and anticipated disruptions to commerce caused by the COVID-19 Pandemic (the "Pandemic"), and the effect such disruptions may have on each party's ability to perform its obligations pursuant to this Agreement. Consequently, the parties agree that, notwithstanding the terms of this Agreement, when a party's ability to take certain actions in strict accordance with this Agreement is frustrated or prevented by conditions that are directly related to the Pandemic, reasonable accommodations shall be afforded such party. By way of illustration, but not limitation, the following accommodations shall be made if conditions warrant such action: (a) the giving of notices by email when delivery of notices by national overnight courier service is delayed or considered unreliable, and (b) the execution and delivery of commercially reasonable closing affidavits required by national title insurance companies relating to risks with closures or delays of recording offices. Nothing stated herein is intended to relieve or substantially postpone a party's obligation pursuant to this Agreement. Notwithstanding the foregoing, in no event shall the Tranche 1 Closing extend beyond December 31, 2020 or the Tranche 2 Closing extend beyond February 15, 2021.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

SELLER:

BROOKLEY BAY FRONT PROPERTIES, L.L.C.,
an Alabama limited liability company

By: _____

Name: _____

Title: _____

Dated: , 2020

BUYER:

CITY OF MOBILE, ALABAMA

WILLIAM S. STIMPSON

MAYOR

DATED: _____

ATTEST:

MINUTES OF DECEMBER 1, 2020

LISA. C. LAMBERT, CITY CLERK

LIST OF EXHIBITS

Exhibit "A" Depiction of Land

Exhibit "B" Memorandum of Option Agreement

Exhibit "C" Permitted Exceptions

Exhibit "D" Statutory Warranty Deed

Exhibit "E" Bill of Sale

Exhibit "F" Seller/Owner Affidavit

Exhibit "G" Certain Environmental Matters

Exhibit "A"

Depiction of Land including Tranche 1, Tranche 2 and the Option Property

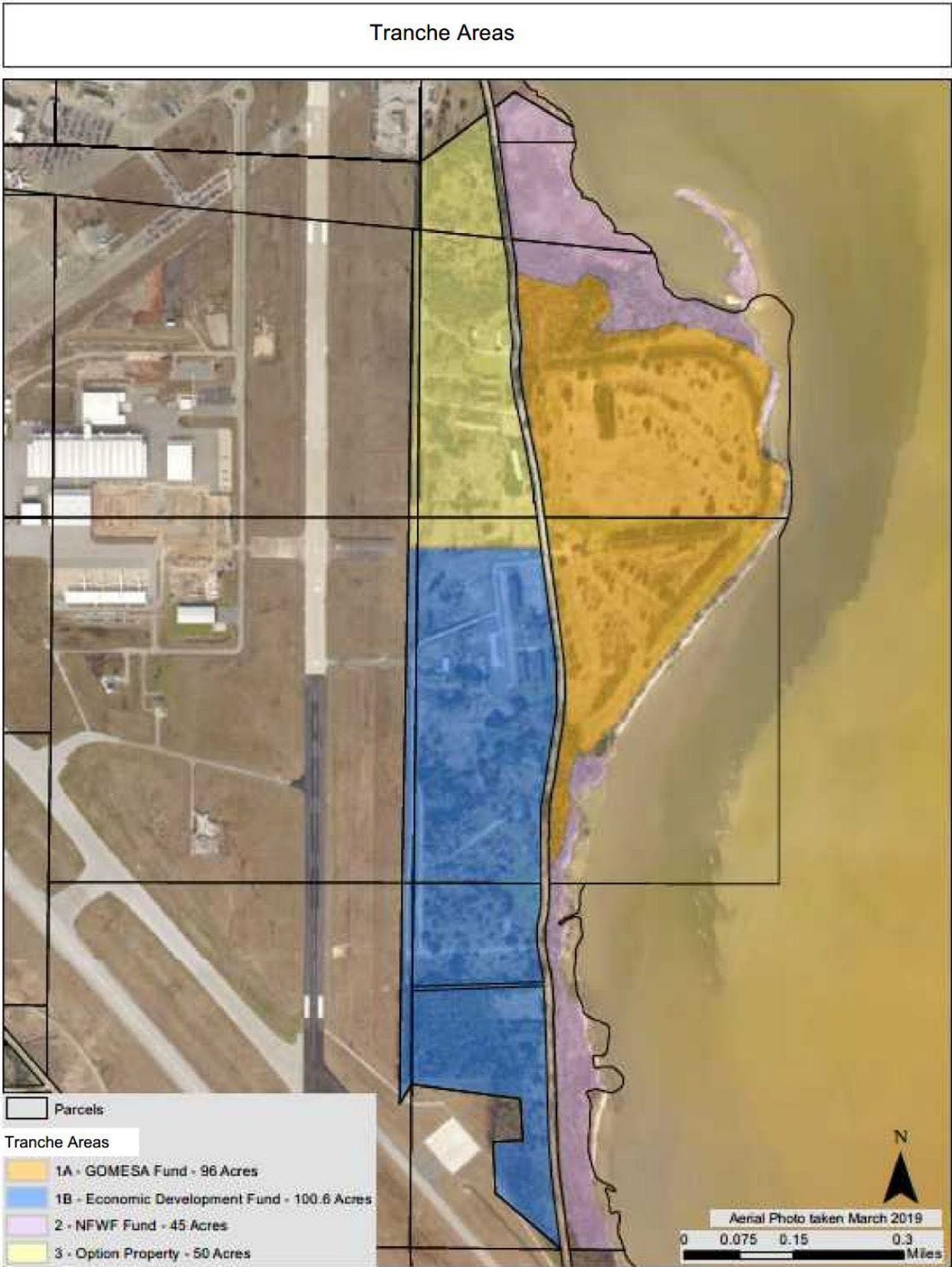


Exhibit "B"

Memorandum of Option Agreement

This Instrument Prepared by
and when Recorded Return to:

JONES WALKER LLP
11 North Water Street, Suite 1200
Mobile, Alabama 36602
Attn: Clay A. Lanham
(251) 439-7519

MEMORANDUM OF OPTION AGREEMENT TO PURCHASE REAL PROPERTY

MINUTES OF DECEMBER 1, 2020

This Memorandum of Option Agreement to Purchase Real Property (this “Memorandum”) is entered into as of , 2020 (the “Effective Date”) by and between BROOKLEY BAY FRONT PROPERTIES, LLC, an Alabama limited liability company (“Optionor”) and THE CITY OF MOBILE, ALABAMA (“Optionee”).

RECITALS

A. Optionor holds fee simple title to certain real property located in Mobile County, Alabama, as more particularly described in Exhibit A, attached hereto and by this reference made a part hereof (the “Property”).

B. Optionor and Optionee have entered into that certain Purchase and Sale Agreement with Option to Purchase and Right of First Refusal of even date herewith (the “Option Agreement”), pursuant to which Optionor has granted Optionee an exclusive, irrevocable option to purchase the Property and a right of first refusal on the same.

AGREEMENT

NOW THEREFORE, for good and considerable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Option. Optionor hereby grants to Optionee and Optionee hereby accepts from Optionor an exclusive, irrevocable option to purchase the Property from Optionor.
2. Option Period. The period during which the Optionee may exercise the Option shall commence on the Effective Date and shall automatically expire five (5) years thereafter (the “Option Period”).
3. Property. If the option for the Property is exercised, the purchase of the Property shall be upon the terms and conditions set forth in the Option Agreement.
4. Capitalized Terms. Capitalized terms not otherwise defined herein are used as defined in the Option Agreement.
5. Miscellaneous. This Memorandum is executed and recorded for the purpose of providing record notice of the execution, delivery and existence of the Option Agreement. This Memorandum shall not supersede or in any way modify the terms or conditions of the Option Agreement. In the event of any conflict between any term or provision of the Option Agreement and this Memorandum, the applicable term or provision of the Option Agreement shall control.
6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Optionor and Optionee have caused their duly authorized representatives to execute this Memorandum of Option Agreement to Purchase Real Property as of the Effective Date set forth above.

OPTIONOR:

BROOKLEY BAY FRONT PROPERTIES, LLC
An Alabama limited liability company

By: _____

Name: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

MINUTES OF DECEMBER 1, 2020

I, the undersigned Notary Public in and for said County in said State, hereby certify that , whose name as of BROOKLEY BAY FRONT PROPERTIES, 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 of said instrument, he/she, as such officer of the company and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 20 .

[SEAL]

NOTARY PUBLIC
My Commission Expires: _____

OPTIONEE:

CITY OF MOBILE, ALABAMA

By: _____

Name: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County in said State, hereby certify that , whose name as of the City of Mobile, Alabama is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of the company and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and official seal on this the ____ day of _____, 20 .

[SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A to Memorandum of Option Agreement to Purchase Real Property

[Legal Description of the Property]

DESCRIPTION: (PARCEL 1 – YELLOW TRAUNCH AREA)

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE

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ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

Exhibit "C"

Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, clay and gravel, in, on and under the Land.
2. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property.
3. The current year's and subsequent year's real property taxes and assessments, which taxes and assessments are not yet due and payable.
4. Any "rollback" or similar taxes (all of which are the responsibility of Buyer).
5. Restrictions on Buyer's ability to build upon or use the Property imposed by any current or future building or zoning ordinances or any other law or regulation of any governmental authority, including, without limitation, environmental, endangered species and wetlands protection laws, rules, regulations and orders.
6. Existing road rights of way and the right of the public to use such roads, if any.
7. Lack of access to all or any portion of the Property.
8. Any and all exceptions reflected in the final Title Commitment.
9. Title defects that become Permitted Exceptions under Sections 2.01, 2.03 or 2.05 of this Agreement.

Exhibit "D"

Statutory Warranty Deed

SPECIAL WARRANTY DEED

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the Purchase Price (as defined below), BROOKLEY BAY FRONT PROPERTIES, LLC, an Alabama limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto the CITY OF MOBILE, ALABAMA ("Grantee"), its successors and assigns, in fee simple, that certain parcel of real property located in Mobile County, Alabama, and more particularly described on Exhibit "A" attached hereto (the "Land"), together with the following (collectively, with the Land, the "Property"), to-wit:

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- (a) all and singular the rights and appurtenances pertaining thereto including but not limited to any right, title and interest of Grantor in and to adjacent streets, roads, alleys, easements and rights-of-way to the extent that such right, title and interest exist;
- (b) all accretion, alluvion and sedimentary deposits associated with the Land;
- (c) all portions of the Land submerged in Mobile Bay to the extent owned by Seller;
- (d) any and all oil, gas and mineral rights pertaining to the Land owned by Seller, including any and all sand, clay and gravel; and
- (e) all buildings and other improvements located on the Land, including, without limitation the buildings, Access Improvements (as defined below), Subsurface Improvements (as defined below), and other structures and fixtures located on the Land.

For purposes of defining the Property, all subsurface improvements such as sewer, drainage, and water lines to the extent owned by Grantor will be referred to as the "Subsurface Improvements," and all roads, sidewalks, and parking surfaces to the extent owned by Grantor will be referred to as the "Access Improvements."

This conveyance is made and accepted for and in consideration of the price and sum of \$10.00 and other good and valuable consideration (the "Purchase Price"), which Grantee has well and truly paid, in ready and current money, to Grantor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefore.

Subject to the Permitted Exceptions listed on Exhibit "B", Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons, whomsoever claiming by, through or under Grantor, but not otherwise. Reference to a Permitted Exception is for informational purposes only and does not constitute an acknowledgment that any such Permitted Exception has ever affected, or continues to affect, the Property. The conveyance of the Property to Grantee is made with full substitution and subrogation in and to any and all of the rights, title, interest and actions of warranty which Grantor has, or may have, against all preceding owners or vendors other than the University of South Alabama.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights, privileges, tenements, improvements, hereditaments, easements, and other rights thereunto appertaining, unto Grantee, its successors and assigns, in fee simple.

WAIVERS OF CONDITION WARRANTIES

As a material and integral consideration for the execution of this Special Warranty Deed by Grantor, Grantee acknowledges that the Property is sold "AS IS, WHERE IS" and hereby disclaims (i) any warranty (whether express or implied, or arising by operation of law) guaranty or representation, oral or written, concerning the nature and physical condition of the Property, including the suitability thereof for any and all activities and uses Grantee may elect to conduct thereon, (ii) the availability of utilities to service the Property, and (iii) the compliance of the Property or its operations with any laws, ordinances or regulations of any government or other body. Grantee further waives and releases Grantor from any and all claims or causes of action to which Grantee may have or hereafter may be otherwise entitled, based on vices or defects in the Property, or any improvements or component parts thereof, including, without limitation, for return or diminution of the Purchase Price under any theory of law. Grantee further assumes the risk of all vices and defects in the physical condition of the Property, whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Grantee from making this purchase.

Grantee further acknowledges that Grantee and any agents of its choosing (i) had ample opportunity to inspect fully the Property, including but not limited to the environmental condition of the Property; (ii) has inspected the Property to the extent Grantee has deemed necessary; (iii) has had ample opportunity to survey the Property and to determine the

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zoning applicable to the Property and the availability of access and utilities and (iv) does hereby purchase the Property in its present condition and subject to any physical encroachments on the Property and any physical encroachments onto adjacent property by improvements located on the Property.

Grantee further waives and releases Grantor from any and all claims, demands, causes of action, liens, losses, damages, liabilities, costs and expenses of any and every kind or character, known or unknown, fixed or contingent, under the Resource Conservation and Recovery Act, as now existing or hereafter amended, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C. §§ 5101 et seq.; the Clean Water Act, as now existing or hereafter amended, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, as now existing or hereafter amended, 15 U.S.C. §§ 2601 et seq.; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations relating to the environment as they now exist or may subsequently be modified, supplemented or amended.

IN WITNESS WHEREOF, Grantor has executed this Deed on this the ____ day of _____, 20__.

GRANTOR:

BROOKLEY BAY FRONT PROPERTIES, LLC

By: University of South Alabama Foundation,
its Manager

By: _____
Name: Maxey J. Roberts
Its: Managing Director

ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said county in said state, hereby certify that Maxey J. Roberts, whose name as Managing Director of the University of South Alabama Foundation, which is the Manager and sole Member of BROOKLEY BAY FRONT PROPERTIES, 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 of the instrument, she, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and notarial seal this the ____ day of _____, 20__.

NOTARY PUBLIC

[Affix seal]

My commission expires: _____

This instrument prepared by:

Jones Walker LLP
Clay A. Lanham
11 North Water Street, Suite 1200
Mobile, Alabama 36602

MINUTES OF DECEMBER 1, 2020

Grantor's Address:

Brookley Bay Front Properties, L.L.C.
211 North Conception Street
Mobile, AL 36603
Attention: Maxey J. Roberts

Grantee's Address:

City of Mobile, Alabama

LIST OF EXHIBITS

Exhibit "A" – Legal Description of Land

Exhibit "B" – Permitted Exceptions

EXHIBIT "A"

(Legal Description of Land)

[to come]

EXHIBIT "B"

(Permitted Exceptions)

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, clay and gravel, in, on and under the Land.
2. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property.
3. The current year's and subsequent year's real property taxes and assessments, which taxes and assessments are not yet due and payable.
4. Any "rollback" or similar taxes (all of which are the responsibility of Buyer).
5. Restrictions on Buyer's ability to build upon or use the Property imposed by any current or future building or zoning ordinances or any other law or regulation of any governmental authority, including, without limitation, environmental, endangered species and wetlands protection laws, rules, regulations and orders.
6. Existing road rights of way and the right of the public to use such roads, if any.
7. Lack of access to all or any portion of the Property.
8. [Any and all exceptions reflected in the final Title Commitment – to be listed out.]
9. [Title defects that become Permitted Exceptions under Sections 2.01, 2.03 or 2.05 of the Purchase and Sale Agreement – to be listed out].

Exhibit "E"
Bill of Sale

MINUTES OF DECEMBER 1, 2020

BILL OF SALE AND GENERAL ASSIGNMENT

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BROOKLEY BAY FRONT PROPERTIES, LLC, an Alabama limited liability company ("Seller"), as of this ____ day of ___, 20__, does hereby grant, bargain, sell, transfer, convey, assign, and deliver unto the CITY OF MOBILE, ALABAMA ("Buyer"), all of Seller's right, title and interest in and to the following personal property (collectively, the "Personal Property"):

(a) All machinery, furniture, equipment and items of personal property attached to or located on that certain real property described on Exhibit A (the "Real Property"); and

(b) All warranties, permits, licenses, rights and governmental approvals relating to the Real Property (if any, none being warranted hereby, and only to the extent legally assignable or transferrable by Seller).

Seller hereby represents and warrants to Buyer that the Personal Property is hereby conveyed free and clear of liens, security interests and other encumbrances arising by, through or under Seller.

EXCEPT AS EXPRESSLY PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, THE PERSONAL PROPERTY IS HEREBY CONVEYED TO BUYER IN AN "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION, AND SELLER DOES NOT WARRANT, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES OF TRANSFER, QUALITY, FITNESS AND MERCHANTABILITY RELATING TO ANY OF THE PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PERSONAL PROPERTY OR THE FITNESS OF ANY OF THE PERSONAL PROPERTY CONVEYED HEREBY FOR A PARTICULAR USE OR PURPOSE OR FOR BUYER'S INTENDED USE OR PURPOSE.

This Bill of Sale and General Assignment is governed by Alabama law and may be executed in counterparts.

SELLER:
BROOKLEY BAY FRONT PROPERTIES, LLC

BUYER:
CITY OF MOBILE, ALABAMA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit "F"
SELLER'S / OWNER'S AFFIDAVIT

STATE OF ALABAMA

COUNTY OF MOBILE

FIRST AMERICAN TITLE COMMITMENT NO. _____ (the "Commitment")

BEFORE ME, the undersigned authority, personally appeared _____ as _____ of BROOKLEY BAY FRONT PROPERTIES, L.L.C., an Alabama limited liability company ("Owner"), who first being duly sworn, deposes and says on behalf of Owner:

1. Affiant is duly authorized to make this Owner's Affidavit and Gap Indemnity Agreement ("Agreement") as Affiant on behalf of Owner, and to bind Owner as Indemnitor with First American Title Insurance Company ("First American"), under all representations and agreements stated herein.

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2. Owner is the titleholder of that certain real property described in the Commitment and identified on Exhibit A attached hereto (the "Property").
3. Affiant has no knowledge of any unrecorded easements, or claims of easements affecting the Property, except as shown in the Commitment
4. No proceedings in bankruptcy or receivership have been instituted by or against the Owner within the last 10 years, and that the Owner has never made an assignment for the benefit of creditors within the last 10 years.
5. Affiant is not aware of any boundary line disputes or discrepancies affecting the Property, or any material encroachments of improvements located on the Property, other than described on the Survey or described in the Commitment.
6. Owner has not entered into any written agreement, nor is the Owner aware of anyone else entering into any written agreement with any real estate broker, nor is Owner aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, or otherwise conveying or acquiring any interest in the Property other than: .
7. All real estate taxes, special assessments, water and sewer charges, and management fees which are due and payable, if any, are fully paid, except for those real estate taxes to be paid at closing.
8. There are no unrecorded options or contracts to purchase, rights of first refusal, contracts for deed or mortgage commitments, or unrecorded deeds, easements or rights-of-way for users or adverse interest with respect to the Property.
9. There are no unrecorded existing tenancies, leases or other occupancies affecting the Property, except as shown in Exhibit B attached hereto, and that such unrecorded leases or other occupancies, if any, contain no options to purchase the Property or rights of first refusal. If none, state so: .
10. There is no action or proceeding, including, but not limited to, bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
11. Owner has received no written notice (except as may have been disclosed in the public records of the applicable jurisdiction) of an officially proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; and to the undersigned's knowledge, there has been no work done on the Property, nor notice received that work is to be done on the Property by the municipality (county, city, borough or township), or at its discretion, including but not limited to the installation of water or sewer lines or of other utilities, or for water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
12. That there are no unrecorded labor, mechanics' or materialmen's liens against the Property, and no material has been furnished to or labor performed upon the Property within the last six (6) months except such that have been paid for in full.
13. Other specific statements by Affiant, if any, are on Exhibit C attached hereto, If none, state so:
14. Owner is not a foreign Person, but rather a "United States person" within the meaning of Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code", and that Owner's true and correct United States taxpayer identification number (or Social Security number) is set forth below opposite the signature of Owner. Owner is making the statements set forth herein for the purpose of releasing the Purchaser and/or settlement

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agent from any withholding obligation, which might otherwise be imposed under Section 1445(a) of the Code.

For and in consideration of First American and its agents issuing the policies to be issued under the Commitment without taking exception to or making requirements to remedy the effect of (i) interests in the Property described in the affidavit portion of this Agreement (“Affidavit Matters”) or (ii) interests created by instruments first appearing of record after the effective date of the Commitment and prior to the effective date of the policies of title insurance to be issued under the Commitment (“Gap Matters”), Owner hereby agrees (a) to promptly defend, remove, bond or otherwise dispose of any Affidavit Matter or any Gap Matter that is the result of any act or omission of the Owner and (b) to hold and save First American and its agents harmless, and to protect and indemnify First American and its agents, from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including, but not limited to reasonable attorney’s fees, incurred or sustained, directly or indirectly, by First American and its agents by reason of or arising out of any Affidavit Matter or any Gap Matter that is the result of any act or omission of Owner.

AFFIANT:

Print Name: _____

_____, in his/her capacity, as _____ of
BROOKLEY BAY FRONT PROPERTIES, LLC, an Alabama limited liability company.

Owner’s U.S. Taxpayer ID No. _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of BROOKLEY BAY FRONT PROPERTIES, 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 of said instrument, he/she, as such officer of the company and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

Exhibit “G”
Certain Environmental Matters
ENVIRONMENTAL INFORMATION (BROOKLEY) - HARD COPY (INCLUDED IN BOX)

- Special Warranty Deed with Reservation of Vendor's Lien and Reservation of Surface Easement
- Title Policy
- Title Commitment and Supporting Deeds, Easements, Etc. — Brookley Property

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- ALTA Survey (provided electronically)
- Barry A. Vittor & Associates, Inc. Wetland Survey of Property Located Along Bay Front Drive dated August 20, 2012
- Eric Buckalew, Project Manager, South Alabama Branch, USACE, letter dated October 1, 2013, to Maxey Roberts re: Wetland Determination for USA Foundation's Department of the Army Jurisdictional File Number SAM-2013-00775-JEB
- Zoning Letter
- Brookley Buildings Square Footage
- United States of America (through Secretary of Education) Amendment to Quitclaim Deed effective March 15, 2011
- BBFP Concept Plan — 2012
- Alabama Power Easement
- Alabama Power Emergency Use Agreement — November 18, 2014
- License Agreement and First Addendum to License Agreement with an Effective Date of March 19, 2015, and supporting documents—The Nature Conservancy
- Thomas Hughes, Mobile Airport Authority Deputy Executive Director, letter dated July 5, 2017, to Maxey Roberts, re: Notice of Survey and Review Appraisal for Real Property Adjacent to Runway 18-36 at Brookley Field — Mobile
- Brookley Property Map with MAWS water lines
- Brookley Property Map with other utilities
- 1965 Drainage Map - Brookley

ENVIRONMENTAL INFORMATION (BROOKLEY) - HARD COPY (INCLUDED IN BOX)

- Brookley Property Tax Valuation Notices — Year 2015
- Brookley Property Tax Valuation Notices — Year 2016
- Brookley Property Tax Valuation Notices — Year 2017
- Brookley Property Tax Valuation Notices — Year 2018
- Brookley Property Tax Valuation Notices — Year 2019

DOCUMENTS PREPARED BY SOUTHERN EARTH SCIENCES AND SAVED TO FLASH DRIVE (INCLUDED IN SEPARATE ENVELOPE WITHIN BOX OF ENVIRONMENTAL DOCUMENTS – ELECTRONIC COPY)

1. USA Brookley Campus Phase I – 2010
2. Skeet Range Phase II – 10-29-2010
3. Firing Range Phase II – 10-28-2010
4. Landfill phase II – 08-23-2010
5. ADEM Review Comment NFA Letter minus Skeet Range – 07-22-2014

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6. ADEM Review & Concurrence Target Butt Pistol Range – 11-17-2014
 7. Environmental Covenant Deed Restriction & O&M Plan – 07-07-2016
 8. BBFP Environmental Covenant for Skeet Range Parcel – Jones Walker – 08-31-2015
 9. Uniform Environmental Covenant Parcel Survey
 10. June 30, 2015 – Amended Corrective Measures Report per 6-2-2015 comments
 11. Plan for Additional Site Characterization – 09-07-2012
 12. Plan for Additional Site Characterization – 03-13-2013
 14. Revised Inv Plan – 03-18-2013
 15. Response to ADEM Comments Add Plan – 04-16-2013
 16. SESI Response to Comments – 05-09-2013
 17. SESI Response to Comments – 04-16-2014
 18. SESI Response to Comments – 04-16-2013
 19. March 20, 2015 – Skeet Range Corrective Measures
 20. November 8, 2013 – Skeet Range Interim Letter
 21. 2015 Skeet Range Amended Corrective Measures Report per 06-02-2015 comments
 22. Letter of Concurrence – Skeet Range Corrective Measures Amended 08-08-2015
 23. Pistol Range Interim Letter – 11-08-2013
 24. Pistol Range Final Report – 06-03-2014
 25. Target Butt Interim Letter – 10-11-2013
 26. Interim Report Target Butt – revised 11-08-2013
 27. Target Butt Additional Interim Report of Results – 05-23-2014
 28. Report of Investigation Target Butt – 06-04-2014
 29. Rifle Range Interim Letter – 11-08-2013
- DOCUMENTS PREPARED BY SOUTHERN EARTH SCIENCES AND SAVED TO FLASH DRIVE (INCLUDED IN SEPARATE ENVELOPE WITHIN BOX OF ENVIRONMENTAL DOCUMENTS – ELECTRONIC COPY – CONTINUED)
30. Rifle Range Submachine Gun Range Final Report – 06-04-2014
 31. Transformer Cage Interim Letter – 11-08-2013
 32. Transformer Cage Final Report – 2014
 33. Submittal of Revised Documents per 07-22-2014 letter
 34. Draft Final Brookley Site Inspection – 07-2018
 35. Memorandum to Draft Site Inspection Report – 08-29-2018

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36. Brookley Final UFP-QAPP – 10-2017
37. Vittor Wetlands Delineation Report – 08-20-2012
38. Final Abbreviated Preliminary Assessment – 11-25-2014
39. USACE Letter – 15 August 2014 – revised SRI AOC-001
40. 1946 Basic Layout Plan

ADDITIONAL ENVIRONMENTAL INFORMATION (HARD COPIES – INCLUDED IN BOX OF DOCUMENTS)

- Environmental Covenant Deed Restriction (Recorded August 24, 2015)
- ALTA Survey (provided electronically)
- Barry A. Vittor & Associates, Inc. Wetland Survey of Property Located Along Bay Front Drive dated August 20, 2012
- Eric Buckalew, Project Manager, South Alabama Branch, USACE, letter dated October 1, 2013, to Maxey Roberts re: Wetland Determination for USA Foundation's Department of the Army Jurisdictional File Number SAM-2013-00775-JEB
- Eric Guarino, Southern Earth Sciences, letter dated April 16, 2014, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Response to ADEM Review and Comments dated April 1, 2014 re: Interim Reports
- Eric Guarino, Southern Earth Sciences, letter dated May 23, 2014, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Additional Interim Report of Results-Former Target Butt with attached maps
- Eric Guarino, Southern Earth Sciences, letter dated September 7, 2012, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Proposed Plan for Performance of Additional Site Characterization Activities and includes Maps of Former Storage Buildings, Rifle Range, Sub Machine Gun Range, Skeet Range, Target Butt Range and Pistol Range
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated December 10, 2012, to Eric Guarino, Southern Earth Sciences, re: ADEM Review and Comments re: Additional Site Characterization
- Maxey Roberts letter dated March 15, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Approval of Additional Site Characterization
- Eric Guarino, Southern Earth Sciences, letter dated March 18, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Revised Plan for Additional Site Characterization, including attached maps
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated April 4, 2013, to Maxey Roberts re: ADEM Review and Comments: Responses to Comments to Revised Plan for Additional Site Characterization Dated March 18, 2013
- Eric Guarino, Southern Earth Sciences, letter dated April 16, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Response to Comments to Revised Plan for Additional Site Characterization dated March 18, 2013, including attached maps

MINUTES OF DECEMBER 1, 2020

- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated May 2, 2013, to Maxey Roberts re: ADEM Review and Comments: Responses to Comments to Revised Plan for Additional Site Characterization Dated April 16, 2013 (attached)
- Eric Guarino, Southern Earth Sciences, letter dated May 9, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Response to Review and Comments Letter re: Revised Plan for Additional Site Characterization dated May 2, 2013
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated May 28, 2013, to Maxey Roberts re: ADEM Review and Concurrence: Response to Review and Comment Letter to Revised Plan for Additional Site Characterization dated May 9, 2013
- Eric Guarino, Southern Earth Sciences, letter dated November 8, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Interim Report of Results-Former Skeet Range with attached maps
- Eric Guarino, Southern Earth Sciences, letter dated November 8, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Interim Report of Results-Former Target Butt with attached maps
- Eric Guarino, Southern Earth Sciences, letter dated November 8, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Interim Report of Results-Former Rifle Range/ Submachine Gun Range with attached maps
- Eric Guarino, Southern Earth Sciences, letter dated November 8, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Interim Report of Results-Former Transformer Cage with attached maps
- Eric Guarino, Southern Earth Sciences, letter dated November 8, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Interim Report of Results-Former Pistol Range with attached maps
- Maxey Roberts letter dated November 11, 2013, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Interim Report of Results
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated April 1, 2014, to Maxey Roberts re: ADEM Review and Comments: Interim Report of Results dated November 8, 2013 with attachment
- Eric Guarino, Southern Earth Sciences, letter dated April 16, 2014, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Response to ADEM Review and Comments dated April 1, 2014 re: Interim Reports
- Map of Uniform Environmental Covenant Parcel – Brookley Campus prepared by Marshall McLeod, PLS
- Maxey Roberts letter, dated March 27, 2015, to Melissa Shirley (USACE) re: Comments on MRSP sheets for Brookey AFB MMRP INPRs
- Melissa Shirley, FUDS Technical Manager, USACE, e-mail dated March 23, 2015, re: MRSP sheets for two munitions sites identified at Brookley and process for funding munitions projects
- Eric Guarino, Southern Earth Sciences, letter dated March 20, 2015, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Skeet Range Report

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- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated November 17, 2014, to Maxey Roberts re: Response to ADEM Review and Comments Letter dated July 22, 2014, and stating three previously requested text edits by ADEM were considered complete for “No Further Action” concurrence by ADEM
- Maxey Roberts letter dated August 19, 2014, to Eric Guarino, Southern Earth Sciences, re: forwarding the Revised Supplemental Remedial Investigation for Landfill 1 located adjacent to Brookley
- Map of Brookley Area of Impacted Soil of Former Skeet Range prepared by Southern Earth Sciences, Inc.
- 1952 Aerial Photographs of Skeet Range, Former Rifle/Sub Machine Gun Range, Target Butt and Pistol Range
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated July 22, 2014, to Maxey Roberts re: ADEM submitted evaluations to USAF’s responses to comments on May 29, 2014, and ADEM concurred with “No Further Action” at this time for Former Transformer Cage, Former Pistol Range, Former Rifle/Sub Machine Gun Range and Former Target Butt, with the request for minimal text edits in three documents for documentation and record purposes
- Eric Guarino, Southern Earth Sciences, letter dated April 16, 2014, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Response to ADEM Review and Comments dated April 1, 2014 re: Interim Reports
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated April 1, 2014, to Maxey Roberts re: ADEM’s review of the Foundation’s Interim Report of Results dated November 8, 2013
- U.S. Army Corps of Engineers (USACE) Abbreviated Preliminary Assessment Final Report of Brookley Air Force Base dated November 25, 2014
- Melissa Shirley, FUDS Technical Manager, USACE, e-mail dated March 24, 2016, to Maxey Roberts re: “Site Visit on 13 April 2016, Brookley Small Arms Ranges.” Attached: Brookley FUDS maps, Work Performance Statement, Site Inspection, FUDS Property #104AL0006, 10 March 2016
- Maxey Roberts letter dated July 7, 2016, to Phillip Davis, Chief, Land Division, ADEM, re: BBFP, LLC Environmental Covenant Deed Restriction. Includes Notice to Contractors.
- US Army Engineering and Support Center Technical Project Planning Memorandum for Record, Site Inspection, Former Brookley Air Force Base, dated April 2017
- Maxey Roberts letter dated July 3, 2017, to Phillip Davis, Chief, Land Division, ADEM, re: BBFP, LLC Environmental Covenant Deed Restriction. Includes Notice to Contractors and Stephen Cobb letter dated June 7, 2017, to Maxey Roberts re: ADEM Review and Concurrence, BBFP, LLC Annual Covenant Deed Restriction for Skeet Range Parcel Annual Report dated July 7, 2016
- Maxey Roberts letter dated October 9, 2017, to Stephen Cobb, Chief Land Division, ADEM, re: Brookley Air Force Base, DSMOA I.D. No. 1535-223-0460, FUBDS No. 104AL000600 ROE for Environmental Assessment and Response. Includes Dept. of the Army ROE, Brookley Parcel maps (4), Exhibit B – Scope of Work, Environmental Covenant Deed Restriction, Exhibit A – Description of Parcel, and Notice to Contractors

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- Melissa Shirley, FUDS Technical Manager, USACE, letter dated May 16, 2010, (dated stamped May 17, 2011, wrong date on letter?) to Maxey Roberts re: FUDS, Formerly Brookley Air Force Base, added investigations of BBFP area for preliminary assessment of the munitions ranges and related facilities to work plan for 2012
- Greer Enterprises, LLC proposal dated October 28, 2010, to Eric Guarino, Southern Earth Sciences re: Transportation and Disposal, Poly-Nuclear Aromatic Hydrocarbon-Contaminated Soils, Brookley Field (Former Skeet-Shooting Field)
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated Jan. 14, 2011, to William Woodall, Mobile District Corps of Engineers, re: Brookley AFB, requesting re-examine status and eligibility for FUDS to establish Inventory Project Report (2 copies)
- Eric Guarino, Southern Earth Sciences, letter dated March 8, 2011, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Supplemental Phase II, Plan for Additional Site Characterization, Brookley Campus, includes maps and letter dated Jan. 25, 2011, from Stephen Cobb, ADEM Governmental Hazardous Waste Branch, to Gordon Moulton, USA re: Historical Recognized Environmental Conditions Phase I and II Environmental Site Assessments, Brookley Campus
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated Jan. 25, 2011, to Gordon Moulton, USA re: Historical Recognized Environmental Conditions Phase I and II Environmental Site Assessments, Brookley Campus (color copy)
- Melissa Shirley, USACE FUDS Technical Manager, letter dated June 21, 2011, to Maxey Roberts re: FUDS, Former Brookley, and includes Melissa Shirley, USACE, letter to Jamie Foster, ADEM, re: plan to fund a preliminary assessment of the munitions ranges and related facilities pending funding and map of investigation areas
- Eric Guarino, Southern Earth Sciences, letter dated Sept. 7, 2012, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, Additional Site Characterization, Former USA Property – Brookley, includes maps
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated Dec. 10, 2012, to Eric Guarino, Southern Earth Sciences, re: ADEM Review and Comments: Additional Site Characterization for Former USA Property – Brookley, dated Sept. 7, 2012 (Includes attachment: ADEM Review Comments)
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated January 25, 2011, to Gordon Moulton, USA President, re: ADEM Review and Comments: Historical Recognized Environmental Conditions, Phase I and Phase II Environmental Site Assessments
- Eric Guarino, Southern Earth Sciences, letter dated March 8, 2011, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch re: Proposal to Perform Supplemental Phase II Plan for Additional Site Characterization (attached maps with copy of January 25, 2011, ADEM letter to Gordon Moulton)
- DOA Mobile District Corps of Engineers letter dated June 21, 2011, to Maxey Roberts to provide a copy of its June 13, 2011, letter to Mr. Jamie Foster, ADEM Hazardous Waste Branch, re: Response to Mr. Foster's letter of January 14, 2011, providing Basic Layout Map for Brookley Field dated 1945 and identifying suspect release points (maps attached)
- Various Southern Earth Sciences Soil and Groundwater Concentration Levels Maps and Tables

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- Eric Guarino, Southern Earth Sciences, letter dated April 15, 2013 to Stephen Cobb, ADEM, re: Response to Comments to Revised Plan for Additional Site Characterization (dated March 18, 2013), Former USA Property-Brookley
- Eric Guarino, Southern Earth Sciences, letter dated April 14, 2014 to Stephen Cobb, ADEM Governmental Hazardous Waste Branch re: Response to ADEM Review and Comments (dated April 1, 2014), Interim Reports for BBFP, LLC
- Department of the Army, Right of Way for Remedial Investigation, Defense Environmental Restoration Program for Formerly Used Defense Sites (signed, March 2013)
- Maxey Roberts letter dated March 15, 2013, to Stephen Cobb, ADEM Government Hazardous Waste Branch, re: Additional Site Characterization for Former USA Property
- Stacey Guarino, Southern Earth Sciences, letter dated July 27, 2010, to Maxey Roberts re: Phase I Environmental Site Assessment for Review, USA Brookley Campus (proposal for soil sampling). Included: email exchange between Melissa Shirley and Jamie Foster and Southern Earth Sciences Phase II ESA Proposal
- Gordon Moulton e-mail dated Dec. 10, 2010, to Maxey Roberts re: e-mail from Krishna Morrisette, ADEM, to Moulton, USA, re: sites already under investigation by USACE
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated Jan. 14, 2011, to William Woodall, Mobile District Corps of Engineers, re: Brookley AFB, requesting re-examine status and eligibility for FUDS to establish Inventory Project Report.
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated Jan. 25, 2011, to Gordon Moulton, USA re: Historical Recognized Environmental Conditions Phase I and II Environmental Site Assessments, Brookley Campus
- Eric Guarino, Southern Earth Sciences, letter dated March 8, 2011, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Supplemental Phase II, Plan for Additional Site Characterization, Brookley Campus, includes maps and letter dated Jan. 25, 2011, from Stephen Cobb, ADEM Governmental Hazardous Waste Branch, to Gordon Moulton, USA re: Historical Recognized Environmental Conditions Phase I and II Environmental Site Assessments, Brookley Campus
- Melissa Shirley, FUDS Technical Manager, USACE, letter dated May 16, 2010 (date stamped May 17, 2011, wrong date on letter?) to MJR re: FUDS, Formerly Brookley Air Force Base, added investigations of BBFP area for preliminary assessment of the munitions ranges and related facilities to work plan for 2012
- Melissa Shirley, USACE FUDS Technical Manager, letter dated June 21, 2011, to Maxey Roberts re: FUDS, Former Brookley, includes Melissa Shirley, USACE, letter to Jamie Foster, ADEM, re: plan to fund a preliminary assessment of the munitions ranges and related facilities pending funding and map of investigation areas
- Eric Guarino, Southern Earth Sciences, letter dated Sept. 7, 2012, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, Additional Site Characterization, Former USA Property – Brookley, includes maps
- Stephen Cobb, ADEM Governmental Hazardous Waste Branch, letter dated Dec. 10, 2012, to Eric Guarino, Southern Earth Sciences, re: ADEM Review and Comments: Additional Site Characterization for Former USA Property – Brookley, dated Sept. 7, 2012

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- Maxey Roberts annual letter dated July 7, 2016, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Compliance to Environmental Covenant Deed Restriction
- Maxey Roberts annual letter dated July 3, 2017, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Compliance to Environmental Covenant Deed Restriction
- Maxey Roberts annual letter dated June 29, 2018, to Stephen Cobb, ADEM Governmental Hazardous Waste Branch, re: Compliance to Environmental Covenant Deed Restriction
- Brandi Little, ADEM Governmental Hazardous Waste Branch, letter dated August 13, 2018, to Maxey Roberts re: Acknowledgement of Receipt of USAF's letter of Compliance to Environmental Covenant Deed Restriction dated June 29, 2018
- Brandi Little, ADEM Governmental Hazardous Waste Branch, letter dated August 13, 2018, to Maxey Roberts re: Acknowledgement of Receipt of USAF's Right of Entry for the Former Skeet Range Parcel on October 10, 2017, which grants right of entry to the U.S. Army Corps of Engineers to conduct necessary environmental assessment and response actions on the Former Skeet Range Parcel
- Maxey Roberts letter dated Aug. 30, 2018, to Melissa Shirley, USACE Technical Manager, re: USAF comments of Draft Site Inspection Report, Brookley AFB, includes memorandum/report from Southern Earth Sciences
- Maxey Roberts Letter dated Jan. 30, 2019, to Melissa Shirley, USACE Technical Manager, re: Comments for BBFP LLC on Draft Final Site Inspection (SI) Report, Brookley AFB
- Melissa Shirley, USACE Technical Manager, letter dated Dec. 11, 2018, to Maxey Roberts re: Draft Final Site Inspection Report, Brookley AFB
- USACE Former Brookley Air Force Base FUDS Project Numbers I04AL000610 and I04AL000611 Final Site Inspection Report – December 2018

ADDITIONAL ENVIRONMENTAL DOCUMENTS

INCLUDED IN BOX OF DOCUMENTS IN SEPARATE ENVELOPE

- 04/08/2019 Letter from Melissa Shirley re: Site Inspection Report, Brookley AFB, Mobile, AL, FUDS Projects I04AL000610 and I04AL000611, December 11, 2018 (with attached responses to comments)
- 05/02/2019 3:30 PM Email from Melissa Shirley re: 2017: RAB Public Notice for Brookley Field @ (UNCLASSIFIED) (with attached US Army CESAS Revised proof [Public Notice] and Page 12 copy 1 Template Page 10 [newspaper tear strip])
- 05/02/2019 @ 3:56 PM Email from Melissa Shirley re: Due-out from our [sic] telephone discussion, Site Inspection Report, Brookley AFB, Mobile, AL, FUDS Projects I04AL000610 and I04AL000611, December 18, 2018 (UNCLASSIFIED) (with attached maps)
- 05/16/2019 Email from Melissa Shirley re: publication: RAB Public Notice for Brookley Field (UNCLASSIFIED) (with attached revised Public Notice)
- 06/17/2019 Email from Melissa Shirley re: No public interest: publication: RAB Public Notice for Brookley Field (UNCLASSIFIED)
- 06/28/2019 Maxey Roberts' annual letter to Stephen Cobb, Chief, Land Division, ADEM, re: Compliance to Environmental Covenant Deed Restriction

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- 12/26/2019 Email from Melissa Shirley re: Revised MRSPS Sheets for Brookley AFB MMRP Projects, I04AL000610 and 11 (with attachments – tables and maps)
- 02/03/2020 Letter from Army COE Project Manager Carl Dokter re: Former Brookley AFB formerly Used Defense Sites I04AL000610 and I04AL000611
- 02/10/2020 Letter from Maxey Roberts to Carl Dokter
- 06/26/2020 Maxey Roberts’ annual letter to Stephen Cobb, Chief, Land Division, ADEM, re: Compliance to Environmental Covenant Deed Restriction
- 07/21/2020 ADEM letter from Brandi Little, Governmental Hazardous Waste Branch, Land Division, to Maxey Roberts, re: Acknowledgement of Receipt of USAF’s Annual Report on Environmental Covenant Deed Restrictions for Former Skeet Range Parcel, dated June 26, 2020 (received on July 1, 2020)

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

CONFIRM THE MAYOR’S APPOINTMENTS TO THE INDUSTRIAL DEVELOPMENT BOARD. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 03-884-2020

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following appointments by the Mayor to the Industrial Development Board of the City of Mobile are hereby acknowledged and confirmed:

	<u>TERM ENDING</u>
Juan Pazant	November 14, 2026
Kellie Hope	November 14, 2026
John Driscoll	November 14,2026
James Fowler	November 14, 2026
Jacquitta Powell Green	November 14, 2024
Patrick Murphy	November 14, 2022

BE IT FURTHER RESOLVED that the City Council finds that this Resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

ANNOUNCEMENTS:

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Councilmember Richardson reminded citizens that the regular trash schedule started yesterday.

Councilmember Gregory announced that the Administrative Committee Meeting will be rescheduled.

Councilmember Rich requested that the following letter from the Medical Society of Mobile County be included in the record.



MEDICAL SOCIETY OF MOBILE COUNTY

November 28, 2020

BOARD OF DIRECTORS

George T. Koulianos, MD
President

Nina Ford-Johnson, MD
President-Elect

Lawrence Bedsole, MD
Vice-President

John McMahon, MD
Secretary-Treasurer

Ted Flotte, MD
Immediate-Past
President

CENSORS:

Lynn Batten, MD
Ijaz Iqbal, MD
Kitti Outlaw, MD
Christopher Park, MD
Conrad Pierce, MD
Lauren Self, MD

CENSORS:

BOARD OF HEALTH

Joseph Bornstein, MD
Michael Meshad, MD
Barbara Mitchell, MD
Desiree Soter-Pearsall, MD
Charles Max Rogers, MD
Stacey Wing, MD

Bernard H. Eichold, II, MD
Dr. P.H.
Health Officer

Executive Director

Wendy L. Bedsole

2701 Airport Boulevard
Mobile, Alabama 36606-2315
Phone (251) 476-9494
Fax (251) 476-9495

The Honorable Sandy Stimpson
Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Dear Mayor Stimpson,

The health and safety of our citizens are priorities for the members of the Medical Society of Mobile County, as I know they are yours. As we have demonstrated through our Society's pandemic response, including our close working relationship with the Mobile County Health Department, the Hospital CMO Task Force, the COVID 19 Task Force, our request of a city-wide mask ordinance, our distribution of 100,000 KN95 masks to vulnerable citizens within our community, the PSA Task Force, and our Carnival Advisory Council, we strive to maintain a unified response across the entire community. This unified response includes academic and private medicine, public health, government, and our citizens which have been critical to mitigate the impact of COVID 19.

We now know that social distancing works including wearing a face covering, hand washing, and staying 6 feet apart. As our seasons change, with the upcoming holidays and Carnival seasons, it will be considerably more difficult to follow this fundamental and undisputed lifesaving guidance.

We have all seen numerous examples of where not following this guidance results in tragic unintended consequences both regionally and nationally. In addition over the last several weeks, we have observed a disturbing steady increase in the slope of new cases and hospitalizations in our community. We know from a recent "Know Before You Go" MCHD testing campaign that 3.6% of individuals tested were undiagnosed carriers. We also know that just under 20% of all individuals tested in Mobile County are positive for COVID 19. Both are unacceptable numbers for a highly contagious virus in an already vulnerable community. The net effect is that as the disease slope increases the

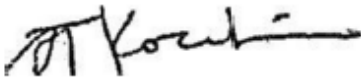
MINUTES OF DECEMBER 1, 2020

impact on our community will be devastating. Currently, the net result is that Mobile County has been upgraded to High Risk as noted in the Alabama COVID-19 Risk Indicator Dashboard.

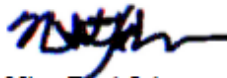
Current guidance from the CDC/ADPH emphasizes that non work gatherings must maintain at least 6' spacing. Clearly with the upcoming holidays, parades, and Carnival seasons there will be a number of events where 6' spacing cannot be maintained by the City. We emphasize that the following guidance is clear: non-work gatherings are just that, non-work gatherings and 6' is 6'. The event that poses the most staggering and considerable risk are parades; where thousands of citizens, crowded together, attend and remain for several hours along various parade routes.

We as a health care community, advise that the City of Mobile not issue parade permits at this time. We also understand that Mardi Gras parades are intimately woven into the very fabric of our community. Due to our current health pandemic, we ask for their cancelation in their current form.

Respectfully,



George T. Koulianos, M.D.
President, Medical Society Mobile County



Nina Ford-Johnson, M.D.
President-Elect, Medical Society Mobile County



Donald Lawrence Bedsole, M.D.
Vice-President, Medical Society Mobile County



Edward Flotte, M.D.
Immediate Past-President, Medical Society Mobile Cty



William Admire, D.O.
CMO, Infirmary Health Systems



Laura Cepeda, M.D.
CMO, Mobile County Health Department



Ijaz Iqbal, M.D.
CMO, Ascension Providence



Liston Jones, M.D.
CMO, Springhill Medical Center

cc: Bernard Eichold, MD, Mobile County Health Department

Councilmember Daves invited citizens to view Governor Ivey's announcement on local news broadcasts.

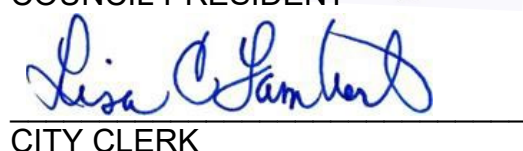
Councilmember Daves moved to adjourn the meeting, which move was seconded by Councilmember Small and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 9:02 a.m.

Adopted:


COUNCIL PRESIDENT
CITY CLERK