MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 6, 2024

The Council of the City of Mobile, Alabama, met in the City Council's Conference Room on the ninth floor of the Mobile Government Plaza on Tuesday, August 6, 2024, at 9:00 a.m.

Councilmembers:

Present:	Penn, Small, Reynolds, Daves, Woods, and Gregory
Absent:	Carroll

The meeting was called to order. The Council reviewed and discussed the agenda for their meeting to be held today at 10:30 a.m.

Approved:

____
COUNCIL PRESIDENT

____
CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 6, 2024

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Government Plaza on Tuesday, August 6, 2024, at 10:30 a.m., for the regular meeting.

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

Thomas Heard, Public Safety Chaplain, offered the invocation.

The Presiding Officer led the Pledge of Allegiance.

Present on Roll Call:

Chairman:	Small
Vice-Chairman:	Gregory
Councilmembers:	Penn, Reynolds, Daves and Woods
Absent:	Carroll

STATEMENT OF RULES BY PRESIDING OFFICER

The Presiding Officer provided an overview of the City Council's Rules of Procedure.

APPROVAL OF MINUTES

The minutes from the meeting of July 30, 2024, were approved as submitted.

COMMUNICATIONS FROM THE MAYOR

Mayor Stimpson applauded Paige Madden for her Silver and Bronze Medal victories at the 2024 Paris Olympics for swimming.

Mayor Stimpson stated that the City's Popular Annual Financial Report (PAFRA) has now been made available to the public.

Mayor Stimpson offered comments in support of Resolutions 01-709, 01-710, and 01-711 pertaining to Amtrak and the return of rail service to Mobile.

Mayor Stimpson read and presented a proclamation declaring August 4, 2024 as "Coast Guard Day" in Mobile.

PRESENTATIONS BY THE COUNCIL

Councilmember Small read and presented a proclamation declaring August 4-10, 2024 as "National Health Center Week" in Mobile.

ADOPTION OF THE AGENDA

Councilmember Daves moved to adopt the agenda, which was seconded by Councilmember Reynolds and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

APPEALS

Request of James Perryman for a waiver of the Noise Ordinance at 2950 Edgewood Street on August 24, 2024, from 3:00 p.m. – 8:30 p.m. (District 1).

Councilmember Daves moved to table the waiver, which move was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver granted.

Request of Doug Cain for a waiver of the Noise Ordinance at 2703 Battleship Parkway on November 17, 2024, from 8:00 a.m. – 11:30 a.m. (District 2).

Councilmember Daves moved to table the waiver, which move was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver granted.

Request of Toots and Paul Bridges for a waiver of the Noise Ordinance at 911 Dauphin Street on January 18, 2025, from 7:30 p.m. – 10:00 p.m. (District 2).

Councilmember Daves moved to table the waiver, which move was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver granted.

PRESENTATIONS OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

NON-AGENDA ITEMS:

Reggie Hill, 1007 Center Street, FY25 budget recommendations, public safety protocols, and public interest in the Civic Center.

AGENDA ITEMS:

Bryan Fuenmayor, 300 Water Street, Comments in support of the return of Amtrak to Mobile.

David Preston, 4161 Winchester Drive, Spoke in support of Resolutions 01-709, 01-710, and 01-711.

CIP RESOLUTIONS HELD OVER:

AUTHORIZE CONTRACT WITH HCL CONTRACTING, LLC FOR 2024 CIP RESURFACING, DISTRICT 4; $2,785,279.00 The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 21-706-2024

Sponsored by: Councilmember Reynolds and Mayor Stimpson

WHEREAS, bids for street repairs for district 4 were received and opened on June 12, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from HCL Contracting, LLC., in the amount of $2,785,279.00.
WHEREAS, the City Council finds that the lowest responsible bid was submitted by HCL Contracting, LLC.

NOW, THEREFORE, 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 contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of company: HCL Contracting, LLC

Project name: 2024 CIP Resurfacing City Council District 4

Project number: 2024-3005-02

Amount: $2,785,279.00

The resolution was read by the City Clerk, whereupon Councilmember Reynolds moved to adopt the resolution, which was seconded by Councilmember Daves and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE CONTRACT WITH ENGINEERING CONSULTING SERVICES SOUTHEAST, LLC FOR 2024 CIP RESURFACING, DISTRICT 4; $50,000.00. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 21-707-2024

Sponsored by: Councilmember Reynolds 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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of company: Engineering Consulting Services Southeast, LLC

Project name: 2024 CIP Resurfacing, City Council District 4
COM Project # 2024-3005-002

Estimated cost: $50,000.00

The resolution was read by the City Clerk, whereupon Councilmember Reynolds moved to adopt the resolution, which was seconded by Councilmember Daves and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

RESOLUTIONS HELD OVER:

AUTHORIZE AGREEMENT WITH FRESH FRUIT HOSPITALITY, LLC TO PROVIDE CONCESSION SERVICES FOR THE NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 01-708-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL, OF MOBILE, ALABAMA, that the Mayor and City Clerk by, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Fresh Fruit Hospitality, LLC, for three years, to provide café management services for the National Maritime Museum of the Gulf of Mexico, as outlined in the agreement attached hereto and made a part thereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE FUNDING AGREEMENT WITH NATIONAL RAILROAD PASSENGER CORPORATION FOR GULF COAST RAIL SERVICE. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 01-709-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Funding Agreement Related to Non-Federal Match Commitment in Support of Federal Restoration and Enhancement Grant for Gulf Coast Service between the City of Mobile and the National Railroad Passenger Corporation (Amtrak), for the City's commitment of its contingent, pledged non-federal match funds for the Gulf Coast Service of Amtrak, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement, accept and receive grant funding, and to sign any agreements or other documents in connection with the funding and to provide any information required. A copy of said Agreement is on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Penn. Following comments from Councilmembers Daves, Gregory, Reynolds, and Woods the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE INTERGOVERNMENTAL AGREEMENT WITH THE ALABAMA STATE PORT AUTHORITY FOR AMTRAK GULF COAST SERVICE PROJECT. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 01-710-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the Alabama State Port Authority and City of Mobile (Amtrak Gulf Coast Service Project), attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement, accept and receive grant funding, and to sign any agreements or other documents in connection with the grant and to provide any information required. A copy of said Agreement is on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Woods.

Councilmember Daves moved to amend the agreement as follows:

INTERGOVERNMENTAL AGREEMENT BETWEEN ALABAMA STATE PORT AUTHORITY AND CITY OF MOBILE
(AMTRAK GULF COAST SERVICE PROJECT)

WHEREAS, municipalities in the State of Alabama are authorized to grant public funds for the purpose of promoting the economic development of the municipality;

WHEREAS the Alabama State Port Authority (the "**Port Authority**") is further authorized to make and enter into such contracts with municipalities in furtherance of its public purposes and objects, and as necessary and convenient to the exercise of its other powers and to the discharge of its duties and obligations, either relative to work done or to be done;

WHEREAS, the City of Mobile, Alabama (the "**City**") has entered into a funding agreement (the "Funding Agreement") with the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act now codified at Title 49 U.S.C. §24101 et seq. and under the laws of the District of Columbia ("**Amtrak**"), whereby the City commits to fund the operation ("**Project**") of Amtrak's intercity passenger rail service between Mobile, Alabama and New Orleans, Louisiana ("**Gulf Coast Service**")

WHEREAS, the Port Authority wishes to contribute to the City's funding of the Project, such rail service to be operated within boundaries of the City of Mobile and benefiting state lands under the jurisdiction of the Port Authority; and

WHEREAS, the Port Authority finds and determines that its public purposes will be served thereby.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, the Port Authority and the City, acting by and through its duly authorized Mayor, enter into the following mutual agreement:

1. Port Authority will appropriate for the use of the City the sum of $1,000,000.00 (the "**Funds**") to be paid **in three annual installments according to the below schedule:**
    a. Year 1: $333,333.33
    b. Year 2: $333,333.33
    c. Year 3: $333,333.34
2. Port Authority shall remit the Funds in three annual installments.
    a. The Port Authority shall remit the Funds for the first year of operation of Gulf Coast Service no later than **[thirty (30)]** days prior to the start of revenue service.
    b. The Port Authority shall remit the Funds for the second year of operation of Gulf Coast Service no later than **[thirty (30)]** days prior to the start of second year of operation of Gulf Coast Service
    c. The Port Authority shall remit the Funds for the third year of operation of Gulf Coast Service no later than **[thirty (30)]** days prior to the start of third year of operation of Gulf Coast Service.
3. The Port Authority's obligations under this Intergovernmental Agreement are related to those of the City under the City's Lease Agreement with Amtrak (dated as of _______, 2024). Specifically, if an event were to occur that would entitle the City to exercise its right of termination of the Lease Agreement under Section 8.1.2.5 of the Lease Agreement (a "**Lease Termination Option Event**"), then the Port Authority will be accorded the unilateral discretion to terminate this Intergovernmental Agreement and its obligations hereunder, effective immediately upon the occurrence of a Lease Termination Option Event, whether or not the City were to exercise its right of termination under Lease Agreement Section 8.1.2.5 and its corresponding termination rights under Section 3 of the Funding Agreement.
4. The City shall apply the funds to the Project, and to no other use or purpose.
5. The City shall in the performance of this contract comply strictly with all state and federal laws, rules, and regulations, and shall specifically assure that no person is subjected to discrimination on the grounds of race, sex, color, national origin, or handicap.
6. The City is, shall be and always remain responsible for the construction, control, management, supervision, regulation, repair, maintenance, and improvements of the lands which are a part of the Project.

The move was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

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

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE AGREEMENT WITH NATIONAL RAILROAD PASSENGER CORPORATION FOR GULF COAST RAIL SERVICE. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 01-711-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Lease Agreement for property between the City of Mobile and National Railroad Passenger Corporation for the Gulf Coast Rail Service, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory.

Councilmember Daves moved to amend the agreement as follows:

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made this ____ day of _____________, 2024, by and between CITY OF MOBILE, an Alabama municipal corporation, with offices at 205 Government Street, Mobile, AL 36602-0001 ("Mobile"), and the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. §24101 et seq. and the laws of the District of Columbia, having its headquarters at One Massachusetts Avenue, N.W., Washington, D.C. 20001, ("Amtrak"). Mobile and Amtrak are also referred to herein collectively as "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Mobile owns certain real property identified on Exhibit A, attached hereto and made apart hereof, identified as Parcel 2906400012002.001, Key Number 4002860 in the property records of Mobile County, Alabama ("Property");

WHEREAS, Amtrak intends to reactivate passenger rail service in Mobile, with facilities to be located on the Property, which requires Amtrak to construct, use, maintain, repair, replace and renew layover tracks, crew facilities, and passenger boarding platform improvements (the "Improvements"), as shown on Exhibit B, attached hereto and made a part hereof;

WHEREAS Amtrak requests that Mobile lease to Amtrak portions of the Property in the areas as shown on Exhibit C, attached hereto and made a part hereof (the "Lease Area"), for the construction, use, operation, inspection, maintenance, repair, replacement and renewal of the Improvements; and

WHEREAS, Mobile is willing to lease the aforementioned Lease Area pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be lawfully bound, hereby agree as follows:

1. RECITALS

The recitals set forth above in the WHEREAS clauses in this Agreement are incorporated by reference into the terms of this Agreement as if fully set forth herein.

2. GRANT OF LEASE

Subject to the terms and conditions of this Agreement, Mobile hereby leases to Amtrak and Amtrak leases from Mobile the Lease Area for the use, operation, inspection, maintenance, repair, replacement and renewal of the Improvements and for the provision of passenger rail service. Mobile also hereby grants to Amtrak, its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with Mobile and all others designated by Mobile for the use of the land on which the Improvements will be located for ingress and egress to, on, over and through the Property to access the Lease Area.

3. TERM; LEASE FEE; COSTS AND EXPENSES

3.1 Term. This Agreement shall be effective upon the occurrence of both of the following events (i) the complete execution and delivery of this Agreement, and (ii) Amtrak securing a written and enforceable agreement with Mobile to partially fund costs and expenses reasonably projected to be incurred by Amtrak for Amtrak's initiation of passenger rail service in the State of Alabama ("Effective Date"), and shall thereafter continue for a term of 75 years unless terminated or expired as further provided for in Section 8 hereof.

3.2 Lease Fee. Upon execution of this Agreement by the Parties, Amtrak shall pay Mobile the amount of One Dollar ($1.00), in exchange for the lease rights granted hereunder.

3.3 Recordation Taxes and Fees. Amtrak shall pay, if applicable, for all transfer and recordation taxes, recording fees, and any and all other costs and expenses associated with the recordation of this Agreement. Amtrak reserves the right in its sole discretion to contest the validity or amount of any such taxes assessed or levied against the Lease Area and to claim its exemption from all or a portion of such taxes.

4. PERMITS, LICENSES AND COMPLIANCE

4.1 Permits and Licenses. Amtrak, or its contractors, at its or their sole cost and expense, shall obtain all applicable permits and licenses for the construction, use, maintenance, repair and replacement of the Improvements and the use of the Lease Area. Amtrak reserves the right in its sole discretion to contest the validity of any such permits and licenses required of Amtrak or its contractors and to claim its exemption from all such permits and licenses.

4.2 Compliance with Applicable Laws. The Improvements shall be constructed, used, maintained, repaired and replaced by Amtrak, or its contractors, in compliance with all Applicable Laws, as defined herein.

5. CONSENT

Mobile hereby agrees and consents: (i) to the construction of the Improvements in the Lease Area as shown on Exhibit C; (ii) to provide Amtrak and its contractors unrestricted access to the Lease Area during construction of the Improvements; (iii) to review and, if consistent with Applicable Laws and the terms and conditions of this Agreement, timely sign any documentation that may be required for, and requested by, Amtrak and its contractors to complete the construction of the Improvements; (iv) that any signage, including but not limited to the Passenger Information Display System ("PIDS") in, on, or around the Lease Area will be installed, owned and maintained by Amtrak or its contractors, consistent with federal law, and may be removed by Amtrak, at Amtrak's sole cost and expense, at any time and at Amtrak's sole discretion during the term of this Agreement; and (v) that Mobile shall not remove or in any way modify or alter the Improvements, signage, PIDS, and any other improvements lawfully constructed by Amtrak or its contractor in the Lease Area during the term of this Agreement.

6. ALTERATIONS, IMPROVEMENTS, SIGNAGE, UTILITIES, AND RELATED INFRASTRUCTURE

6.1 Amtrak, in its sole discretion, may make improvements to the Improvements and the Lease Area as required for the installation of machinery, equipment, video equipment and security camera(s) and PIDS, or to comply with any Applicable Laws. If Amtrak chooses to make such improvements, Amtrak may enter in, on, over, through and upon the Property as reasonably necessary to obtain access to make such improvements. The approval of Mobile shall be required for all such improvements, which approval shall not be unreasonably denied, withheld, delayed, or conditioned.

6.2 Amtrak's business signs, including all signs needed for security, PIDS, ADA compliance or any other signs required for Amtrak to be in compliance with any Applicable Laws are deemed approved by Mobile ("Business Signs"). Amtrak may (a) keep and maintain Business Signs within the Lease Area throughout the term of this Agreement, and (b) replace any or all Business Signs in Amtrak's sole discretion (any such replacement signs shall be deemed Business Signs). No other signs shall be erected by Amtrak without the prior approval of Mobile, which approval shall not be unreasonably denied, withheld, delayed or conditioned. Amtrak shall not erect or install any sign in the Lease Area in violation of any Applicable Laws.

6.3 Amtrak, at its sole cost and expense, will arrange for and obtain utilities necessary for installation and maintenance of the Improvements.

7. INDEMNIFICATION

AMTRAK SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MOBILE AND ITS RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES OF ANY KIND, EXPENSE, COSTS (INCLUDING WITHOUT LIMITATION COSTS AND FEES OF LITIGATION) (COLLECTIVELY "LOSSES") DUE TO BODILY INJURY, INCLUDING DEATH, TO ANY PERSON, OR LOSS OR DAMAGE (INCLUDING LOSS OF USE) TO ANY REAL OR PERSONAL PROPERTY, CAUSED BY OR RESULTING FROM (I) THE ACTIONS OR INACTIONS OF AMTRAK, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, IN CONNECTION WITH THE RIGHTS GRANTED AND OBLIGATIONS ASSUMED HEREIN, (II) AMTRAK'S FAILURE TO COMPLY WITH ITS OBLIGATIONS ARISING BY OR IN CONNECTION WITH THIS AGREEMENT, (III) AMTRAK'S BREACH OR VIOLATION OF ANY APPLICABLE LAWS, EXCEPT TO THE EXTENT RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND/OR (IV) ACTIVITIES OF AMTRAK, ITS PRINCIPALS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT MOBILE IS ALLEGED TO BE LIABLE UNLESS RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. IN ADDITION, AMTRAK WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS MOBILE AND ITS RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES DUE TO BODILY INJURY, INCLUDING DEATH, TO ANY PERSON WHO IS ON THE PROPERTY FOR ANY PURPOSE RELATED TO

AMTRAK'S PRESENCE OR OPERATIONS ON THE PROPERTY (INCLUDING BUT NOT LIMITED TO AMTRAK'S PATRONS, PERSONS PICKING UP OR DROPPING OFF OR MEETING AMTRAK'S PATRONS, AND AMTRAK'S EMPLOYEES, AGENTS AND CONTRACTORS), EXCEPT TO THE EXTENT RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. TERMINATION

8.1 This Agreement may be terminated:

8.1.1 by Amtrak upon service of not less than ninety (90) days written notice to Mobile;

8.1.2 by Mobile upon service of not less than ninety (90) days written notice to Amtrak, if Amtrak:

8.1.2.1 officially announces or implements (i) a permanent cancellation of intercity rail passenger service to or from Mobile, or (ii) a temporary suspension of intercity rail passenger service to or from Mobile that is anticipated to last at least (2) years, except in the event of Force Majeure;

8.1.2.2 fails to operate a regularly scheduled intercity rail passenger train to or from Mobile for at least two (2) years, except in the event of Force Majeure;

8.1.2.3 breaches any terms or conditions of this Agreement and remains in breach of such terms or conditions for at least ninety (90) days after receipt of notice of such breach from Mobile, except that if Amtrak has commenced to cure within such ninety (90) day period and continues to diligently pursue such cure, the time for cure shall be reasonably extended, but not more than one hundred eighty (180) days; or

8.1.2.4 beaches any terms or conditions of any other binding legal agreement between Amtrak and Mobile, whether effective now or at any time in the future, and remains in breach of such terms or conditions for at least ninety (90) days after receipt of notice of such breach from Mobile, except that if Amtrak has commenced to cure within such ninety (90) day period and continues to diligently pursue such cure, the time for cure shall be reasonably extended, but not more than one hundred eighty (180) days.

8.2 This Agreement shall be terminated by Mobile upon service of not less than ninety (90) days written notice to Amtrak, if Amtrak uses the Leased Area to support any regularly scheduled intercity rail passenger service via train between the City of Mobile and (i) the City of New Orleans other than the currently anticipated two (2) trains per day each way or (ii) points beyond either the northern or eastern city limits of Mobile; provided, however, that the City's exercise of such termination right shall not waive, limit or abridge Amtrak's statutory rights.

8.3 Upon termination or expiration of this Agreement, Amtrak will, at its sole cost and expense, remove and lawfully dispose of any and all Improvements and other modifications to the Lease Area that were constructed by Amtrak or at its behest, restoring the real property to the condition at which said real property existed at the Effective Date, all within six (6) months of the termination or expiration of this Agreement. Should Amtrak fail in any respect to timely satisfy all of the terms of the previous sentence, Mobile may elect, as to each separate Improvement or other modification, to (i) remove, or have removed, any such Improvements and other modifications from the real property, at Amtrak's sole cost and expense, or (ii) assume ownership of same, and if Mobile elects to assume ownership of any Improvement or other modification, Amtrak agrees to promptly execute all documentation reasonably requested by Mobile to establish Mobile's exclusive ownership of same.

9. INSURANCE

9.1 Amtrak will require any contractor it engages to construct or make alterations to the Improvements to procure and maintain during the course of such engagement, at its own cost and expense, the insurance specified below. All insurance will be placed with insurance carriers authorized to do business in the State of Alabama. The contractor will furnish Mobile with a certificate of insurance giving evidence of the required coverage prior to the commencement of any work on the Lease Area and upon renewal of the required insurance during the period of the work. All insurance will provide for thirty (30) days prior written notice to be given to Mobile in the event coverage is substantially changed, cancelled, or non-renewed. No acceptance by Mobile of any insurance certificate required hereunder will constitute or be construed as a waiver by Mobile of the insurance requirements of this Article which will be and remain the sole responsibility of the contractor as to compliance therewith.

a. Workers' Compensation Insurance, complying with the requirements of the statutes of the jurisdiction in which the Lease Area is located covering all employees of the contractor. Employers' Liability coverage with limits of liability of not less than $1,000,000 each accident or illness will be included.

b. Commercial General Liability Insurance, issued to and covering liability imposed upon the contractor with respect to the work on the Lease Area. Independent contractors, contractual, and personal injury/advertising liability coverages are to be included with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted or endorsed over through issuance of endorsement CG 24 17, and any X-C-U exclusions deleted. Amtrak and Mobile are to be named as additional insureds with respect to contractor’s operations in connection with this Agreement. Coverage under this policy will have limits of liability of not less than five million dollars, ($5,000,000) per occurrence combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability. This insurance contains a waiver of subrogation against both Amtrak and Mobile.

c. Automobile Liability Insurance, issued to and covering the liability of the contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the Applicable Laws. The policy will name both Amtrak and Mobile as an additional insured with respect to contractor’s work on the Lease Area. Coverage under this policy will have limits of liability of not less than one million dollars ($1,000,000) per occurrence, combined single limit, for bodily injury and property damage liability.

In the event Contractor or its transporter are removing and disposing any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to five million dollars ($5,000,000) per occurrence.

d. Property Insurance, covering the personal property of the contractor brought onto the Lease Area in an amount not less than one hundred percent (100%) of the full replacement cost of such property. This insurance contains a waiver of subrogation against both Amtrak and Mobile.

e. Builder’s Risk Insurance/ Installation Floater, covering property in the course of construction, soft costs and delay in completion, including coverage for damage to existing property and the property of others, and the loss of use thereof. In addition, the Contractor shall provide installation floater coverage for personal property installed, fabricated or erected by the Contractor, including material in transit or storage during the course of the work. Coverage shall be on an all-risk, full replacement value basis, including labor, materials in place, on site, in storage, off-site or in transit and include coverage for the perils of Flood, Earth Movement, Wind and Terrorism. This insurance will contain a waiver of subrogation against both Amtrak and Mobile, and name Amtrak and Mobile, both as loss payees as their interests appear.

f. Contractor’s Pollution Liability Insurance, covering the liability of the contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, the arise from the contractor’s work on the Lease Area with both Amtrak and Mobile named as an additional insured. Coverage under this occurrence policy (or policies) shall have limits of liability of not less than two million ($2,000,000) dollars each occurrence with no sunset clause.

g. Pollution Legal Liability Insurance, is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to both Amtrak and Mobile. Amtrak and Mobile are to be named as an additional insured on this policy with limits of liability of not less than two million dollars ($2,000,000) per claim.

Further, any additional coverages required by the United States Department of Transportation, the Environmental Protection Agency and/or under any Applicable Laws shall be complied with.

h. Claims-Made Insurance, if any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

i. The retroactive date shall coincide with or precede contractor's start of construction or maintenance (including subsequent policies purchased as renewals or replacements); and

ii. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims; and

iii. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Pollution Legal Liability, Professional Liability), for at least three (3) years following completion of the Operations; and

iv. If insurance is terminated for any reason, contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from operations performed in connection with the Agreement.

9.2 Amtrak shall cover its indemnity obligations to Mobile hereto under its corporate-wide self-insurance program.

10. MISCELLANEOUS

10.1 Notices. Every notice, consent, approval, or other communication that may or is required to be given, served or sent by one Party to the other Party pursuant to this Agreement is required to be in writing and shall be given by United States certified or registered mail, return receipt requested, or by a nationally recognized overnight delivery service, with all delivery and postage prepaid. Notices are deemed to have been given on the day actually received or refused, or if unclaimed, on the third day following the day on which the same will have been sent by a nationally recognized overnight delivery service or deposited with the United States Post Office.

Any such communication if intended for Amtrak will be addressed as follows:

National Railroad Passenger Corporation
30th Street Station
Box 25
2955 Market Street
Philadelphia, PA 19104
Attention: Senior Director Real Estate Services

Any such communication if intended for Mobile will be addressed as follows:

City of Mobile
205 Government Street

Mobile, AL 36602-0001
Attention: ___________________

Any Parties may, at any time, change its address for the above purposes by sending a written notice to the other Party stating the change and setting forth the new address. Any notice that may or is required to be given by either Party in connection with this Agreement may be given by such Party's attorney.

10.2 Not a Partnership or Joint Venture. It is understood and agreed that neither this Agreement nor the agreements herein contained are intended, nor are the same ever to be construed, so as to create a partnership by and between the Parties, or to make the Parties joint ventures, or to make Mobile in any way liable or responsible for the debts or losses of Amtrak.

10.3 No Change or Modification. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties.

10.4 Incorporation of Terms. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance.

10.5 Other Agreements. In the event of a conflict or inconsistency between this Agreement and any other agreement between the Parties pertaining to the Improvements and/or the Lease Area, this Agreement shall control as to any such provision.

10.6 Severability. The provisions of this Agreement are severable and it is the intention of the Parties hereto that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

10.7 Applicable Law/Venue. This Agreement will be governed by and construed under all Federal, State of Alabama and local laws, rules, codes, regulations and ordinances, and any judicial or legislative mandates applicable to the respective Parties (collectively, the "Applicable Laws"). All disputes arising under or related to this Agreement will be exclusively adjudicated in the federal courts with jurisdiction over the Lease Area.

10.8 Authority. Each Party hereby covenants that it has full power and authority to enter into this Agreement upon the terms and conditions set forth herein. Each of the persons executing this Agreement on behalf of each Party does hereby covenant and warrant that each person signing on behalf Amtrak and Mobile, as applicable, is authorized to do so and that no other actions are needed by such Party to make this Agreement valid and binding on such Party other than the execution and delivery by the person(s) executing this Agreement.

10.9 Lawfulness of Use. No statement by Mobile as to suitability of the Lease Area for Amtrak's purpose or any purpose, utilization of the Lease Area nor any consent of Mobile of Amtrak's utilization hereunder will be deemed or construed to constitute a representation or warranty that any such utilization that may be conducted in or on the Lease Area is lawful or permissible. Mobile represents and warrants that it owns and controls the Lease Area.

10.10 Future Development. Nothing in this Agreement is intended, nor should it be interpreted, as limiting Mobile's rights to develop, improve, or modify, or allow the development, improvement, or modification (collectively, the “Future Development”) of (i) air rights located at least thirty (30) feet, measured from the top of the rail, above the operable railroad track located on the Lease Area, and that has adequate ventilation and fire life safety components for the safety of railroad operations, or (ii) any real property located adjacent to or nearby the Lease Area, so long as such Future Development does not conflict with or unreasonably interfere with Amtrak’s operation of intercity passenger rail service on the Lease Area.

10.11 Statutory and Deed Rights. Nothing herein shall waive any rights benefiting Amtrak whether statutorily granted or in the land records or granted pursuant to other means. The termination or expiration of the rights granted in this Agreement shall not be interpreted as being a termination or limitation of the rights granted to Amtrak pursuant the land records or any statute or by any other means.

10.12 Audit Rights. Each Party and their respective officers, employees, agents, designees and accountants, including but not limited to Amtrak’s Office of the Inspector General, the Office of the Inspector General of the United States Department of Transportation and the Comptroller General of the United States and the Federal Railroad Administration, shall have the right at any time or from time to time for up to five (5) years after this Agreement is terminated or expires and final payments of all sums due hereunder are made, and after advance notice to the other Party, to make any examination, inspection or audit of books and records (in hard copy or electronic format) which relate in any way the Lease Area, this Agreement, or to any payments of any sums of money due or paid pursuant to this Agreement, including but not limited to compliance with applicable provisions of Amtrak’s federal grant, regulations and statutes. If it is determined that any charges paid by either Party have, in error, been underpaid or overpaid, then: (i) the entity that has been underpaid shall be reimbursed the amount of such underpayment by the other entity; or (ii) the Party that has been overpaid shall refund the amount of such overpayment to the other Party. Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of either Party of the right to seek information by subpoena.

10.13 Compliance with Laws. When performing its obligations required hereunder, Amtrak and Mobile shall comply with all Applicable Laws.

10.14 Survival. The terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

10.15 Force Majeure. No Party will be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other Party within thirty (30) days of date on which such Party gains actual knowledge of the event of "Force Majeure" that such Party is unable to perform. The term "Force Majeure" as used in this Agreement means the occurrence of any of the following events (or the effects of those events) that affects the performance of the Party whose performance is to be excused: an act of God, strike, war (including civil war and revolution), public rioting, lightning, fire, storm, flood, explosions (including nuclear explosions or contamination), inability to obtain materials, supplies, epidemics, pandemics, landslides, lightning storms, hurricanes, earthquakes, floods, washouts, civil disturbances,, acts of terrorism or sabotage, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

10.16 Non-Waiver. A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

10.17 No Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

10.18 Immigration. By signing this Agreement, Amtrak affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Amtrak agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.

10.19 Discrimination. Amtrak, in the performance of this Agreement, shall specifically assure that no person is knowingly subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under Applicable Laws. Amtrak acknowledges and agrees that Mobile, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and Amtrak agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any work performed on the Improvements. Amtrak agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Amtrak shall comply with all Applicable Laws concerning nondiscrimination, including but not limited to the City of Mobile Ordinance No. 14-034, which requires nondiscrimination such that in Amtrak' performance of work for Mobile Amtrak will not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and adhere to Amtrak's small and disadvantaged business policies as required by its Federal grants related to work performed under contract being awarded to disadvantaged individuals and business entities.

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

10.21 Assignment. Neither Mobile nor Amtrak shall assign or transfer their rights or obligations in this Agreement without written consent of the other, which consent may be reasonably denied, withheld, delayed, or conditioned. This provision requiring Mobile consent shall not apply, and Amtrak shall be permitted to assign to any entity whose managements and operation is indirectly or directly controlling, controlled by or under common control with Amtrak or if such assignment is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment otherwise requiring consent hereunder.

10.22 Amendment. This Agreement may be amended, modified or supplemented only by a writing executed by each of the Parties. Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that Party of the other Party's compliance with provisions of this Agreement. No waiver by either Party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a Party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

10.23 Construction. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

10.24 Attorney Fees. Each Party shall pay all its own attorneys' fees, costs and expenses regarding the preparation, negotiation, enforcement and interpretation of this Agreement, or any action arising out of this Agreement.

10.25 Performance. Time is of the essence of this Agreement and each and all of its provisions.

10.26 No Agency. Amtrak, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of Mobile but shall be deemed to be an independent entity in every respect. Mobile does not and will not assume any responsibility for the means by which or the manner in which the Improvements are managed by Amtrak. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by Amtrak, and Amtrak shall indemnify, defend with counsel acceptable to the City, and hold City harmless from any claims for such.

10.27 Quiet enjoyment. If and so long as Amtrak shall keep all the covenants and agreements required by it to be kept under this Agreement, Mobile covenants and agrees that it shall not interfere with the peaceful and quiet occupation and enjoyment of the Lease Area by Amtrak.

10.28 Holding Over. If Amtrak shall hold over the Lease Area, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Agreement provided, however, that nothing in this paragraph shall be construed to give Amtrak any rights to so hold over and to continue in possession of the Lease Area without the consent of Mobile.

10.29 Sale of Station/Non-Disturbance. Mobile and its successors agree that they shall not sell, transfer, assign or dispose of the Property unless the owner, transferee or assignee agrees in writing to be bound by the terms of this Agreement.

10.30 Entire Agreement. This Agreement contains the sole agreement of the Parties as to the leasing of the Leased Area. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Agreement are of no force and effect.

The motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

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

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE AGREEMENT #2 WITH THE STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION FOR THE ONE MOBILE: RECONNECTING PEOPLE, WORK, AND PLAY THROUGH COMPLETE STREETS INITIATIVE. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 01-712-2024

Sponsored by: Councilmember Carroll and Mayor Stimpson

BE IT RESOLVED, by the City of Mobile, AL, as follows:

1. That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:
Construction for Project TIGER-FAUP-4917(250), Project reference number 100066564 and Construction, Project reference number 100066565 for the (TIGER) FY2016 Discretionary Grant for the One Mobile: Reconnecting People, Work, and Play through Complete Streets for which Supplemental Agreement 2 is before this Council.
2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

The resolution was read by the City Clerk, whereupon Councilmember Gregory moved to adopt the resolution, which was seconded by Councilmember Reynolds and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 NEXGEN ASSET MANAGEMENT FOR RENEWAL OF SOFTWARE FOR MIT; $220,500.00. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-713-2024

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
10968	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NEXGEN ENTERPRISE ASSET MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE)	$220,500.00	(297466) NEXGEN ASSET MANAGEMENT

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 CARAHSOFT FOR ANNUAL RENEWAL OF CLOUD BACKUP SOFTWARE FOR MIT; $37,612.80. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-714-2024

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
10972	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF AVEPOINT OFFICE365 CLOUD BACKUP SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE; GSA CONTRACT)	$37,612.80	(295556) CARAHSOFT

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 OFFICE EQUIPMENT COMPANY OF MOBILE, INC. FOR FURNITURE FOR MPRD; $23,715.28. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-715-2024

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
11419	2024	(2012) PARKS MAINTENANCE	HURTEL STREET OFFICE FURNITURE FOR MPRD MOWING DIVISION (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON/PRICED BELOW STATE CONTRACT)	$23,715.28	(150500) OFFICE EQUIPMENT COMPANY OF MOBILE INC

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 SUNBELT FIRE, INC. FOR LEATHER FIRE BOOTS AND HELMETS FOR MFRD; $17,225.00. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-716-2024

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
11355	2024	(1510) FIRE ADMINISTRATION	23 PAIR LEATHER FIRE BOOTS AND 10 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$17,225.00	(198904) SUNBELT FIRE INC

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 GLOBAL INDUSTRIES, INC. FOR FURNITURE FOR MPRD TRAINING ROOM; $48,654.36. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-717-2024

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
11257	2024	(2012) PARKS MAINTENANCE	HURTEL STREET TRAINING ROOM FURNITURE FOR MPRD MOWING DIVISION (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON/PRICED BELOW STATE CONTRACT)	$48,654.36	(073476) GLOBAL INDUSTRIES INC

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 MARINEONE CORP., D/B/A RESCUEONE CONNECTOR, FOR RESCUE BOAT AND INFLATABLE BOAT MOTORS, AND TRAILER FOR MFRD; $56,946.25. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-718-2024

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
11361	2024	(1510) FIRE ADMINISTRATION	ONE R ONE 1660 RESCUE BOAT W/40HP MOTOR, ONE R ONE 14FT INFLATABLE BOAT W/30 HP MOTOR, AND ONE DOUBLE-STACK TRAILER FOR MFRD (NPP COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$56,946.25	(298481) MARINEONE CORP DBA RESCUEONE CONNECTOR

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 CANON SOLUTIONS AMERICA, INC. FOR IMAGE DIGITIZATION SERVICES FOR MPD; $80,647.53. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-719-2024

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
11528	2024	(1530) POLICE ADMIN SERVICES	IMAGE DIGITIZATION SERVICES FOR MPD MIRCOFICHE RECORDS (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$80,647.53	(284041) CANON SOLUTIONS AMERICA INC

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

ACCEPT ITEM-AWARD BID FOR SWIMMING POOL CHEMICALS. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 08-720-2024

Sponsored by: Mayor Stimpson

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 Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5890	Swimming Pool Chemicals	9	See bid tab	For six months, then renewable for agreed upon additional-periods, for up to a total of 3 years.	(289966) Pioneer Pool Products Inc

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE CONTRACT WITH SIDNEY P. BARBOUR, D/B/A ALL STATE FENCE, FOR CRUISE TERMINAL MOTORIZED VEHICLE GATES; $49,220.00. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 21-721-2024

Sponsored by: Councilmember Carroll 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: Sidney P. Barbour, d/b/a All State Fence

Project name: City of Mobile, Alabama Cruise Terminal Motorized Vehicle Gates

Project number: CT-050-24

Amount: $49,220.00

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

CONSIDER THE APPLICATION OF BENNETT'S CARE, LLC TO OPERATE A SHUTTLE SERVICE. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 37-722-2024

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Bennett's Care, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

ACCEPT "WYNNGATE WAY" OF WYNNFIELD SUBDIVISION FOR CITY MAINTENANCE. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 45-723-2024

Sponsored by: Mayor Stimpson

WHEREAS Wynnfield Development, LLC, as developer of Addition to Wynnfield Subdivision, Unit 5, has requested acceptance by the City of Mobile of the streets in Addition to Wynnfield Subdivision, Unit 5, said streets being named "Wynngate Way", as public streets within the boundaries of the City of Mobile;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the streets "Wynngate Way" of Addition to Wynnfield Subdivision, Unit 5 (the legal description of which is shown on the attached Addition to Wynnfield Subdivision, Unit 5 RIGHT OF WAY Sketch Map), together with the drainage structures in, and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are a part of or are located in the streets (curbs and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located on the right of way.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS; MASON. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 60-724-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Steven Mason, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS; THOMPSON. The following resolution, which was introduced and read at the regular meeting of July 30, 2024 and held over until the regular meeting of August 6, 2024, was called up by the Presiding Officer.

RESOLUTION: 60-725-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Aquanda Thompson, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

ORDINANCES BEING INTRODUCED:

ORDINANCE TO AMEND SECTION 62.1 OF THE CODE OF THE CITY OF MOBILE.

The following ordinance was held over until the regular meeting of August 13, 2024.

ORDINANCE: 62-044-2024

Sponsored by: Mayor Stimpson

AN ORDINANCE TO AMEND SECTION 62.1 OF THE CODE OF THE CITY OF MOBILE ALABAMA, 1965

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Section 62.1, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

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

Section 1: Section 62.1 of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

Sec. 62-1. Discharging firearms, air guns, etc.

It shall be unlawful for any person within the city or within the police jurisdiction thereof to discharge any firearm or instrument of like character or description.

Exceptions:

(1) Any person shall be entitled to discharge any firearm, pistol, revolver, shotgun, rifle, air gun, or other implement which propels with force a metal pellet in self- defense or in the defense of a third-party within the city limits.

(2) Any person shall be entitled to discharge a shotgun for the purpose of hunting within the city limits under the following conditions:

(a) In hunting of the following game birds:

1. Bobwhite quail
2. Mourning and/or White-winged dove

(b) Where the tract of land to be hunted is a minimum often (10) contiguous acres. A plat map or survey will be required to prove this component of the permitting process.

(c) A minimum of 700 feet between the hunter and any school or school grounds, daycare facility, hospital, residential structures, playgrounds, park, public roads or highways shall be maintained.

(d) Written permission from the landowner, or proof of ownership of the tract of land shall be maintained by the hunter(s) while on the tract of land.

(e) Hunters may only use 20-, 28-, or .410-gauge shotguns.

(f) Shot no larger than #7.5 and only low brass ammunition may be used.

(g) The property to be hunted from or upon has been inspected and permitted by the City of Mobile.

(h) The permit fee of $10.00 has been paid to the City of Mobile.

(i) This section in no way permits or alters the requirements promulgated by both Federal and State law regarding the hunting of migratory birds and/or the use of firearms by those forbidden from use.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

Severability. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CONSENT RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME. Councilmember Gregory moved for the suspension of the rules to consider Consent Resolutions 09-726 through 60-736 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CONSENT RESOLUTIONS BEING INTRODUCED

TRANSFER FUNDS FROM DISTRICT 1 GENERAL FUND DISCRETIONARY ACCOUNT TO THE MOBILE PARKS & REC. GENERAL FUND FOR 2024 UNITED WE STAND RAP FESTIVAL. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 09-726-2024

Sponsored by: Councilmember Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,348.50 be transferred from the District 1 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the 2024 United We Stand Rap Fest on Sunday, July 28, 2024 at Michael Dow Theater.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE THE MAYOR TO APPLY, ACCEPT, AND RECEIVE GRANT FUNDING FROM THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR GOMESA FUNDING FOR THE NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO; $2,250,000.00 (NO LOCAL MATCH). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 31-727-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive GOMESA grant funding in the amount of $2,250,000.00 from the Alabama Department of Conservation and Natural Resource (ADCNR) in support of the National Maritime Museum of the Gulf of Mexico. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Conservation and Natural Resources. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 SPECIAL EVENTS RETAIL LICENSE TO FNL AUGUST; 109 GOVERNMENT STREET. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 37-728-2024

Sponsored by: Councilmember Carroll

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

Type of application: Special Events Retail

Submitted by: Bottles Up Mobile, Inc.

Location: FNL August
109 Government Street
Mobile, AL 36602

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 RESTAURANT RETAIL LIQUOR LICENSE TO BUZZED BULL CREAMERY; 362 GOVERNMENT STREET. The following resolution was introduced by Councilmember

Daves.

RESOLUTION: 37-729-2024

Sponsored by: Councilmember Carroll

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: Restaurant Retail Liquor License

Submitted by: WM Harris, LLC

Location: Buzzed Bull Creamery
362 Government Street
Unit 100
Mobile, AL 36602

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 RESTAURANT RETAIL LIQUOR LICENSE TO SLURP SOCIETY RAMEN SHOP; 609 DAUPHIN STREET. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 37-730-2024

Sponsored by: Councilmember Carroll

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: Restaurant Retail Liquor License

Submitted by: Slurp Society Ramen Shop, LLC

Location: Slurp Society
609 Dauphin Street
Mobile, AL 36602

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 RESTAURANT RETAIL LIQUOR LICENSE TO AMICI; 7899 COTTAGE HILL ROAD.

The following resolution was introduced by Councilmember Daves.

RESOLUTION: 37-731-2024

Sponsored by: Councilmember Woods

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: Restaurant Retail Liquor License

Submitted by: Southern Legacies, Inc.

Location: AMICI
789 Cottage Hill Road
Suite A
Mobile, AL 36695

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

AUTHORIZE REMOVAL OF WEEDS, GROUP 1658. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 58-732-2024

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

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

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **2nd** day of **July, 2024**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

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

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

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **2nd** day of **July,**

2024, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1658** on file in the office of the City Clerk).

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

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

ASSESS COSTS FOR REMOVAL OF WEEDS, GROUP #1657. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 58-733-2024

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1657** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

DETERMINE AN APPROPRIATION TO MOBILE AREA COUNCIL, BOY SCOUTS OF AMERICA SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-734-2024

Sponsored by: Councilmembers Carroll, Small, Reynolds, and Daves

WHEREAS, Councilmember Carroll wishes to appropriate $1,000.00, Councilmember Small wishes to appropriate $1,000.00, Councilmember Reynolds wishes to appropriate $500.00, Councilmember Daves wishes to appropriate $1,000.00, (Total: $3,500.00) to Mobile Area Council of Boys Scouts of America from his discretionary funds; and

WHEREAS, Mobile Area Council of Boys Scouts of America is an Alabama non-profit 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 Mobile Area Council of Boys Scouts of America will be used to assist with the registration fees and uniforms for youth and adult leaders, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $3,500.00 to Mobile Area Council of Boys Scouts of America, 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 Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

DETERMINE AN APPROPRIATION TO MOBILE AREA COUNCIL, BOY SCOUTS OF AMERICA SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-735-2024

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Woods wishes to appropriate $1,000.00, to Mobile Area Council of Boys Scouts of America from his discretionary funds; and

WHEREAS, Mobile Area Council of Boys Scouts of America is an Alabama non-profit 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 Mobile Area Council of Boys Scouts of America will be used to assist with the registration fees and uniforms for youth and adult leaders, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $1,000.00 to Mobile Area Council of Boys Scouts of America, 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 Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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

DETERMINE AN APPROPRIATION TO HILLSDALE ATHLETIC BOOSTER CLUB, INC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-736-2024

Sponsored by: Councilmember Gregory

WHEREAS, Councilmember Gregory wishes to appropriate $250.00, and to Hillsdale Athletic Booster Club, Inc., from her discretionary funds; and

WHEREAS, Hillsdale Athletic Booster Club, Inc., is an Alabama non-profit 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 Hillsdale Athletic Booster Club, Inc., will be used to assist with revitalizing the youth football program.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $250.00 to Hillsdale Athletic Booster Club, Inc., 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 Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME. Councilmember Gregory moved for the suspension of the rules to consider Resolution 01-737 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the item.

RESOLUTIONS BEING INTRODUCED

AUTHORIZE COVENANT OF PURPOSE AGREEMENT FOR THE MOBILE GREENWAY INITIATIVE: THREE MILE CREEK TRAIL PROJECT (SEGMENT 1). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 01-737-2024

Sponsored by: Councilmember Gregory and Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile the Covenant of Purpose, Use, and Ownership between the City of Mobile and the State of Alabama, acting by and through Alabama Department of Transportation in support of Grant #TAPMB-TA22(937) CPMS Ref#100074741 Mobile Greenway Initiative: Three Mile Creek Greenway Trail (Segment 1).

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to sign any agreements or other documents and provide any information required by the State of Alabama or the Alabama Department of Transportation. All agreements, together with the exhibits, shall be filed with the City Clerk after execution.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory. Following comments from Councilmember Gregory the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, 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 GULF COAST FITNESS SERVICE, LLC FOR FITNESS EQUIPMENT FOR MPD 4TH PRECINCT; $22,252.75. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 08-738-2024

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
12794	2024	(1530) POLICE ADMIN SERVICES	FITNESS EQUIPMENT FOR MPD 4TH PRECINCT (PRICE BELOW BID REQUIREMENT; COMPETITIVE PRICE QUOTE)	$22,252.75	(292197) GULF COAST FITNESS SERVICE LLC

APPROVE PURCHASE ORDER TO VULCAN, INC. FOR TRAFFIC SIGNS AND SPEED CONTROL MATERIALS FOR TRAFFIC ENGINEERING; $77,047.50. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 08-739-2024

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
11120	2024	(2060) TRAFFIC ENGINEERING	TRAFFIC SIGNS AND SPEED CONTROL MATERIALS FOR TRAFFIC ENGINEERING (MOBILE COUNTY COOPERATIVE PURCHASING AGREEMENT)	$77,074.50	(270972) VULCAN INC

APPROVE PURCHASE ORDER TO HOWARD INDUSTRIES, INC. FOR ANNUAL RENEWAL OF DEVICE MANAGEMENT SOFTWARE FOR MIT; $24,724.00. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 08-740-2024

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
12034	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF FILEWAVE MOBILE DEVICE MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE, OMNIA/NCPA COOPERATIVE PURCHASING AGREEMENT)	$24,724.00	(292451) HOWARD INDUSTRIES INC

APPROVE PURCHASE ORDER TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR ANNUAL RENEWAL OF ARCGIS SOFTWARE FOR GIS; $106,373.00. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 08-741-2024

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
12857	2024	(5010) GEOGRAPHIC INFORMATION SYSTEMS	ANNUAL RENEWAL OF ARCGIS SOFTWARE PRODUCTS FOR GIS (BID EXEMPT AS SOFTWARE)	$106,373.00	(050080) ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC

TRANSFER FUNDS FROM PROGRAM & PROJECT MANAGEMENT TO GRANT FUND PROJECT INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 09-742-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $13,500.00 be transferred from the General Fund (fund 1000) budget of Program & Project Management: Professional and Technical (10042045.42200) to the Grant Fund (Fund 5023) Project G-STLOUIS -INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR (50235023.93010). These funds will be used to fund a contract change order for Contract# 3313 with Neel Schaffer, Inc. for updated engineering and design.

AUTHORIZE CONTRACT WITH MORROW CONTRACTING, INC., D/B/A ADVANCED SERVICE PLUS PLUMBING COMPANY, FOR PLUMBING SERVICES AT VARIOUS CITY FACILITIES; NTE $100,000.00 PER YEAR. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 21-743-2024

Sponsored by: 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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of company: MORROW CONTRACTING, INC. d/b/a ADVANCED SERVICE PLUS PLUMBING COMPANY

Project name: SERVICE CONTRACT – VARIOUS CITY OF MOBILE FACILITIES – PLUMBING SERVICES

Project number: SC-017-24

Amount: NTE $100,000.00 PER YEAR

AUTHORIZE CONTRACT WITH BUTLER COMPLETE SERVICES, LLC FOR LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES; NTE $32,105.00 PER YEAR. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 21-744-2024

Sponsored by: 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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of company: Butler Complete Services, LLC

Project name: Service contract – Various City of Mobile Facilities – Landscaping services

Project number: SC-019-24

Amount: NTE $32,105.00 per year

AUTHORIZE CONTRACT WITH BUTLER COMPLETE SERVICES FOR RIGHT-OF-WAY MOWING FOR VARIOUS CITY STREETS; $80,000.00. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 21-745-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized 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 Butler Complete Services, to provide right of way mowing services for various streets at specified intervals as needed in an approximate total amount of $80,000.00, through 31 December 2024, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of the said contract is on file in the Office of the City Clerk.

AUTHORIZE CONTRACT WITH HUGHES 360 SERVICES, LLC FOR RIGHT-OF-WAY MOWING FOR VARIOUS CITY STREETS; $20,000.00. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 21-746-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized 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 Hughes 360 Services, LLC, to provide right of way mowing services for various streets at specified intervals as needed in an approximate total amount of $20,000.00, through 31 December 2024, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of the said contract is on file in the Office of the City Clerk.

AUTHORIZE CONTRACT WITH BEST PRICE SERVICES, LLC FOR RIGHT-OF-WAY MOWING FOR SCHILLING ROAD, NORTH; $18,000.00. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 21-747-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized 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 Best Price Services, LLC, to provide right of way mowing services for Schillinger Road, North at specified intervals as needed in an approximate total amount of $18,000.00, through 31 December 2024, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of the said contract is on file in the Office of the City Clerk.

AUTHORIZE CHANGE ORDER AND CONTRACT AMENDMENT WITH THOMPSON ENGINEERING, INC. FOR ZEIGLER BOULEVARD (ATHEY ROAD TO FOREST HILL DRIVE); $94,410.00. The following resolution was held over until the regular meeting of August 13, 2024.

RESOLUTION: 21-748-2024

Sponsored by: Councilmember Gregory and Mayor Stimpson

WHEREAS, the City entered into a contract dated September 10, 2020 with Thompson Engineering, Inc. for construction engineering and inspection services on the project known as Zeigler Boulevard (Athey Road to Forest Hill Drive), City of Mobile Project No. 2007-202-02, ALDOT Project No. STPMB-7550 (600); and

WHEREAS, the professional engineering fee cost is to be shared between the City of Mobile (20%) and the Alabama Department of Transportation (80%); and

WHEREAS, the Contract amount for the construction engineering and inspection services are based on fee negotiations between the City of Mobile & Alabama Department of Transportation with Thompson Engineering, Inc.; and whereas, the current contract amount includes the original contract and previous contract amendment (SA 1) and totals $1,932,531.00 (not to exceed); and

WHEREAS, the contract provides in Exhibit D that additional services may become necessary or desirable and "payment for the extra work will be negotiated by supplemental agreement", and Supplemental Agreement (No. 2), approved by the Alabama Department of Transportation, for professional engineering fees for construction engineering and inspection services to adjust the amount of compensation to Thompson Engineering, Inc. was negotiated, thereby increasing professional engineering fees by $94,410.00 to a total of $2,026,941.00 (not to exceed); and

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 $94,410.00, for a total of $2,026,941.00 (not to exceed), to be paid to Thompson Engineering, Inc. for construction engineering and inspection services on the Zeigler Boulevard (Athey Road to Forest Hill Drive) Project.

CALL FOR PUBLIC HEARINGS

CALL FOR PUBLIC HEARING TO CONSIDER THE PROPOSED MODIFICATION OF A PREVIOUSLY APPROVED PLANNED UNIT DEVELOPMENT FOR PROPERTY LOCATED AT 1480 SATCHEL PAIGE DRIVE (DISTRICT 4). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 41-749-2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on October 6, 2022 to allow multiple buildings on a single building site with shared access and parking on property located at 1480 Satchel Paige Drive and described as follows:

LOT 16 ACCORDING TO THE MAP OF MCGOWIN PARK SUBDIVISION AS RECORDED IN MAP BOOK 130, PAGE 35 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 13, 2024 allowing multiple buildings on a single building site with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on July 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and

provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. Shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;

3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

<u>Section Two</u>: This Ordinance shall be in force and effect from and after its adoption and publication.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer set the date for the public hearing as September 10, 2024.

<u>CALL FOR PUBLIC HEARING TO CONSIDER THE PROPOSED CONDITIONAL USE PERMIT FOR PROPERTY LOCATED AT 6411 HOWELLS FERRY ROAD (DISTRICT 7).</u> The following resolution was introduced by Councilmember Daves.

RESOLUTION: 41-750-2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on June 16, 2024 to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District located at 6411 Howells Ferry Road and described as follows:

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on July 18, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. Will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
4. Will be adequately served by water and sanitary sewer services;
5. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
6. Shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;

7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer set the date for the public hearing as September 10, 2024.

CALL FOR PUBLIC HEARING TO CONSIDER THE PROPOSED REZONING OF PROPERTY LOCATED AT 6411 HOWELLS FERRY ROAD FROM R-3 TO R-3 (DISTRICT 7). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 41-751-2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-3, Multi-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a R-3, Multi-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic

Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer set the date for the public hearing as September 10, 2024.

CALL FOR PUBLIC HEARING TO CONSIDER THE APPLICATION OF JOHNSON & JOHNSON WAY TO GO TO OPERATE A SEDAN AND SHUTTLE SERVICE. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 41-752-2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she is hereby instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Johnson & Johnson Way To Go for a Certificate of Public Convenience and Necessity to operate a sedan and shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer set the date for the public hearing as August 20, 2024.

CALL FOR PUBLIC HEARING TO CONSIDER THE APPLICATION OF COMMUNITY CARE & TRANSPORTATION, LLC TO OPERATE A SEDAN SERVICE. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 41-753-2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she is hereby instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Community Care & Transportation, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer set the date for the public hearing as August 20, 2024.

ANNOUNCEMENTS

Councilmember Small stated that information for District 3 community meetings will be announced in the coming weeks.

Councilmember Reynolds expressed that he is committed to improving roads and drainage in District 4.

Councilmember Penn asked for prayers for the family of Pastor Sanford Davis in memoriam of his passing.

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

Ayes: Penn, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 11:28 a.m.

Adopted:

____
COUNCIL PRESIDENT

____
CITY CLERK