MUNICIPAL BUILDING, MOBILE, ALABAMA, OCTOBER 1, 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, October 1, 2024, at 9:00 a.m.

Councilmembers:

Present:	Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Absent:	None

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

____
ASSISTANT CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, OCTOBER 1, 2024

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Government Plaza on Tuesday, October 1, 2024, at 10:30 a.m., for the regular meeting.

The meeting was called to order by the Assistant City Clerk.

Tony Legear, 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, Carroll, Reynolds, Daves and Woods
Absent:	None

STATEMENT OF RULES BY PRESIDING OFFICER

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

APPROVAL OF MINUTES

Minutes of the meetings of September 24, 2024, were approved as submitted.

COMMUNICATIONS FROM THE MAYOR

Mayor Stimpson gave comments about the opening of 9 new pickleball courts and the beautification of the underpass on Old Shell Road.

Mayor Stimpson stated that he was not running for re-election in 2025 and that his objective in the next 13 months is to set the next Mayor up for success and have a smooth transition.

Mayor Stimpson presented a proclamation to Glenda Chambers declaring October 1, 2024, as "Glenda Chambers Day" in Mobile in recognition of her retirement after 32 years of service to the City of Mobile.

Mayor Stimpson read a proclamation declaring October 2024 as “American Pharmacist Month” in Mobile.

NOTE: Jason Kudulis, Leadership Mobile Class of 2024 graduate, presented a public service announcement video about littering in Mobile called “Now You Know.”

NOTE: Council President, C. J. Small, presented a proclamation to the Penelope House on behalf of the Council and the Mayor declaring October 2024 as “National Domestic Violence Month” in Mobile.

ADOPTION OF THE AGENDA

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

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

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

APPEALS

Request of Brieyanna Cotton for a waiver of the Noise Ordinance at 3370 Sheringham Drive on October 19, 2024, from 3:00 p.m. – 9:00 p.m. (District 5).

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

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

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

Request of Susan and Chris Smith for a waiver of the Noise Ordinance at 22 Hillwood Road on October 12, 2024, from 3:30 p.m. – 7:30 p.m. (District 5).

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

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

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

PRESENTATIONS OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

NON-AGENDA ITEMS:

Bill Boswell, 1609 Government Street, Discussed the application before the Architectural Review Board concerning the construction of a gas station at 900 Government Street.

Reggie Hill, 1007 Center Street, offered comments about the Civic Center, public/affordable housing, public safety, and contracts.

Apostle Valenia Green, 603 Delaware Street, Offered comments about broken sidewalks and requested that handicap ramps be installed at the corner of Augusta and Hamilton Streets.

CONSENT RESOLUTIONS HELD OVER

DECLARE THE STRUCTURE AT 2106 GIMON CIRCLE NORTH A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3). The following resolution which was introduced and read at the regular meeting of July 30, 2024, and held over until the regular meeting of October 1, 2024, was called up by the Presiding Officer.

RESOLUTION: 40-689-2024

Sponsored by: Councilmember Small

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 2106 N GIMON CIRCLE has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 7 and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 2106 N GIMON CIRCLE described as:

BEG AT NE COR LOT 25 BLK 16 FULTON RIDGE ESTS MBK 4 P 110-115 TH RUN N 69 DEG 33 MIN W ALG N/L OF LOT 25 & PROJ THEREOF 280 FT TO PT OF E BK OF ESLAVA CRK TH RUN IN SELY DIR ALG E BK OF ESLAVA CRK DIS OF 41.14 FT TH S 70 DEG 2 MIN 43 SEC E 149.49 FT TH S 18 DEG 58 MIN 4 SEC E 85 FT TH S 82 DEG 56 MIN 47 SEC E 65 FT TO PT SD PT BEING W/S OF GIMON CIR TH RUN NLY ALG W/L OF GIMON CIR 85.62 FT TO POB BEING LOT 1 RIVER ACS E MBK 29/103 #SEC 32 T4S R1W #MP29 11 32 4003

Parcel number: **29 11 32 4 003 005.01**

Last assessed to: **WILSON JAMES E & BARBARA M**

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

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

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

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

DECLARE THE STRUCTURE AT 1604 ROBERT E. LEE STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3). The following resolution which was introduced and read at the regular meeting of July 30, 2024, and held over until the regular meeting of October 1, 2024, was called up by the Presiding Officer.

RESOLUTION: 40-690-2024

Sponsored by: Councilmember Small

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 1604 ROBERT E LEE STREET has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 7 and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 1604 ROBERT E LEE STREET described as:

LOTS 19 & 20 BLK 2 OLLINGER & STEIN SUB DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 360 004

Parcel number: 29 11 36 0 004 030

Last assessed to: SMITH JOHNNY & SHELITA

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

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

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

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

RESOLUTIONS HELD OVER

AUTHORIZE AGREEMENT WITH HARRIS CONTRACTING SERVICES, INC. FOR ELECTRICAL SERVICE UPGRADE & GENERATOR INSTALLATION AT THE PUBLIC WORKS COMPLEX; $178,400.00. The following resolution was introduced by Councilmember Small.

RESOLUTION: 01-919-2024

Sponsored by: Councilmember Small 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, an Agreement, 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: Harris Contracting Services, Inc.

Project Name: Public Works Complex – Sanitation Service Upgrade & Generator Installation

Project Number: PW-069-22

Amount: $178, 400.00

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

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

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

AUTHORIZE AGREEMENT WITH THE STATE OF ALABAMA FOR PARTICIPATION IN THE FY 2022 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM. The following resolution was introduced by Councilmember Small.

RESOLUTION: 01-920-2024

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, an Agreement for grant participation with the State of Alabama for the FY 2022 State and Local Cybersecurity Grant Program as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept any grant funds, if offered, and to sign any agreements or other documents in connection with the State of Alabama State and Local Cybersecurity Grant Program and to provide any information required by the State of Alabama Cybersecurity Program. 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 Assistant City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

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

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

AUTHORIZE PROJECT DEVELOPMENT AGREEMENT WITH MOBILE COUNTY, INDUSTRIAL PARK BOARD OF MOBILE COUNTY, AND SCANNELL PROPERTIES; NTE $2,000,000.00. The following resolution was held over until the regular meeting of October 1, 2024.

RESOLUTION: 01-932-2024

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 Project Development Agreement by and among the City of Mobile, Mobile County, The Industrial Park Board of Mobile County, and Scannell Properties #727, LLC, in an amount not to exceed $2,000,000, and to perform all acts necessary in connection with the Project Development Agreement, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. 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 offered the following amendment:

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of ____________, 2024 (the "Effective Date"), by and among the CITY OF MOBILE, an Alabama municipal corporation (the "City"), MOBILE COUNTY, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the "County"), the INDUSTRIAL PARK BOARD OF MOBILE COUNTY, an Alabama non-profit corporation established pursuant to Alabama Code § 11-23-1, *et seq*. (the "IPB"), and SCANNELL PROPERTIES #727, LLC, an Indiana limited liability company (the "Company"). The County, the City, the IPB and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties." The County, the City and the IPB are sometimes referred to herein collectively as the "Governmental Parties."

R E C I T A L S

WHEREAS, the Governmental Parties support and encourage business and economic development in order to grow their tax revenues and increase the quality of life of their citizens; and

WHEREAS, the Company intends to develop a Class I (as defined by the Surface Transportation Board of the United States) rail fed industrial/commercial park and warehousing/distribution center consisting of approximately 558 acres (the "Project") on land located at and/or near the southeast corner of the intersection of Todd Acres Road and Kooiman Road in the City of Mobile, Mobile County, Alabama, said land being depicted on Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Company will market the Project Site to national, regional, international and other companies (each a "User") to purchase or lease within the Project built-to-suit warehouses and other buildings and operate businesses therefrom. As part of the development of the Project, it is anticipated that the Company (or its affiliates) and/or User(s) will invest substantial capital expenditures in constructing buildings and other improvements within the Project Site; and

WHEREAS, certain access road improvements are required to accommodate additional traffic, truck turning movements, and the reduction of traffic congestion; and

WHEREAS, in order to make the Project an operational and functioning industrial/commercial park for use by commercial entities utilizing rail service, it is necessary to construct additional access road improvements, as described herein, including Section 1b, and depicted on Exhibit B attached hereto (the “Roadway Improvements”), which will be dedicated for public use upon approval and acceptance by the City; and

WHEREAS, the Governmental Parties have determined that (a) the Roadway Improvements will provide valuable public infrastructure upon completion and dedication to the City, (b) that the development of the Project by the Company (i) will advance the economic development of the City and County, (ii) will promote the convenience, order, prosperity, and welfare of their citizens, (iii) is a direct benefit to the City and County and their residents as a result of increased tax revenues, increased property values, and additional economic activity, and the creation of new jobs for employees engaged in the operation of the Users at the Project Site, and (c) thus, the Roadway Improvements are in the best interest of the City and County and serve a valid and sufficient public purpose; and

WHEREAS, the Parties acknowledge that the citizens of the City and the County anticipate significant economic benefits to accrue to the local economies as a result of the increase in commercial activity at the Project Site; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and County and the general public, the Governmental Parties have committed to make certain funding available to reimburse the Company for part of the costs associated with the Roadway Improvements in the manner and in the amounts described herein; and

WHEREAS, in consideration of the incentives granted to Company herein, Company has agreed to deed the Conservation Area (as defined below) to the City as more particularly set forth herein;

WHEREAS, the Parties acknowledge that the Company does not yet own the Project Site, but has entered into purchase agreements, including the IPB Purchase Agreement (as defined below) with the current owners of the Project Site whereunder the Company has the right to purchase the Project Site; and

WHEREAS, the Parties are desirous of setting forth the respective commitments of the Parties in a valid, binding, and enforceable agreement, as more fully described herein; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the Parties have delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. The Company’s Commitments, Representations and Warranties. In consideration of the Governmental Parties providing the incentives described herein, the Company makes the following commitments, covenants, representations and warranties:

a. The Company acknowledges that the citizens of the City and the County anticipate the receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Company agrees to diligently pursue its studies, investigations and marketing of the Project Site, and that the Company shall (i) acquire the Project Site by the later of December 31, 2024, or as otherwise provided in the IPB Purchase Agreement (as defined below) (the acquisition date being the “Closing Date” hereunder), and (ii) complete the Roadway Improvements and dedicate them to the City no later than December 31, 2026 (the “Roadway Improvements Completion Date”); provided, the Company shall not be obligated to acquire the Project Site or complete the Roadway Improvements if (a) the Company is unable to secure the necessary permits from the City or any other applicable governmental agency or body for the construction of the Roadway Improvements after good faith commercially reasonable efforts by the Company to obtain such permits, or (b) the Alabama Department of Transportation (“ALDOT”) or any other governmental agency or body requires the Company to make improvements to any part of I-10 or Highway 90 (or the on/off ramps or other parts of the I-10 and Highway 90 interchange) in connection with the Roadway Improvements other than the contemplated improvements at the intersection of the Highway 90 and Kooiman Road.

b. The Company shall be responsible for developing the plans for the construction of the Roadway Improvements. The Roadway Improvements shall be designed in accordance with City’s public right-of-way and public roadway requirements unless otherwise agreed or permitted by the City. Prior to commencement of construction and/or installation of the Roadway Improvements, the Company shall submit to the City detailed plans and specifications for the Roadway Improvements for City approval, which approval shall not be unreasonably withheld, and for permitting by the City, showing the final location of the Roadway Improvements. The Company agrees to complete or cause to be completed the following Roadway Improvements in accordance with said approved plans and specifications as set forth on Exhibit B attached hereto and all permits:

c. Within sixty (60) months after the Closing Date, construction of one or more rail-served commercial buildings, with current and active Class 1 (as defined by the Surface Transportation Board of the United States) railroad connection that will be operated/maintained for at least five (5) years from the Effective Date, within Phase I by the Company, its affiliates, one or more tenants and/or one or more buyers of land (collectively, the “Buildings”) shall have commenced and be completed, with such Buildings having an aggregate combined total square footage of at least 250,000 square feet, subject to the provisions of Section 3.

d. The Company shall give good faith consideration to City- and County-based contractors and vendors and City and County residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

e. The Company, directly and through its construction manager, shall implement contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as Exhibit C (the "Mobile First Initiative"). The Company agrees to provide an annual written update (the "Annual Mobile First Report") to the Mobile Area Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Mobile First Report will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

f. The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

g. To the extent the Company has employees, the Company shall give good faith consideration for employment at the Project to qualified City and County residents, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company.

h. The Company shall provide adequate funding to acquire the Project Site, to construct the Roadway Improvements, and to construct the Phase I Buildings that are constructed by the Company.

i. The Company is an Indiana limited liability company, and is in good standing, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that it is in business in the State of Alabama. By signing this Agreement, the Company affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. Furthermore, if the Company is found to be in violation of this provision the Company shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

j. The Company shall satisfy its obligations under any other agreement with local government and/or private economic development organizations that it is a party to and relates to the Project.

k. The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

l. The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that either (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Documentation of the foregoing authority and action shall be provided by the Company upon receipt of a request by the City or County. The City and County reserve the right to require an opinion of the Company's legal counsel, accountant or other representatives as to the matters described in this Section 11.

m. By signing this Agreement, the Company 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 any unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. On or before the date the Company hires any employees, the Company shall provide documentation evidencing its participation in the E-Verify program.

n. By signing this Agreement, the Company 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.

2. The IPB's, the County's and the City's Respective Commitments. In consideration of the Company locating the Project at the Project Site and performing the other obligations of the Company as set out hereunder, and the economic benefit to the local community to be realized therefrom, the Governmental Parties agree as follows:

a. The IPB shall provide a portion of the total cost of the Roadway Improvements, not to exceed Two Million, Five Hundred Thousand US Dollars ($2,500,000), conditioned upon the closing of the purchase and sale pursuant to the IPB Purchase Agreement, to offset expenses incurred in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "IPB Incentive Payment"), as further provided in Section 3 hereof.

b. The County shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars ($2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "County Incentive Payment"), upon (i) the completion of construction and installation of the Roadway Improvements in accordance with all applicable plans, specifications and permits and dedication of such completed Roadway Improvements to and acceptance thereof by the City (the "Roadway Improvements Completion"), (ii) the issuance of one or more certificates of occupancy for Buildings constructed at the Project Site representing at least 250,000 square feet of rail-served industrial space, and

(iii) the certification by the Company that at least fifty (50) Project Employees are employed at the Project (collectively, (i), (ii) and (iii) are referred to as the “Incentives Threshold”). Provided the Company is then in compliance with this Agreement, the County Incentive Payment shall be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.

c. The City shall accept the dedicated Roadway Improvements if they have been constructed in accordance with all applicable plans, specifications and permits and the requirements of Section 4 are satisfied. The City shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars ($2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the “City Incentive Payment”), upon the Company’s achievement of the Incentives Threshold. Provided the Company is then in compliance with this Agreement, the City Incentive Payment shall be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.

d. The Company shall be responsible for any and all costs of the Roadway Improvements in excess of $6,500,000. Notwithstanding anything contained herein to the contrary, if the total costs of the Roadway Improvements are less than $6,500,000, the City Incentive Payment and the County Incentive Payment shall be reduced pro rata in an aggregate amount equal to the same.

e. The IPB Incentive Payment, the City Incentive Payment and the County Incentive Payment are conditioned upon the following terms: (1) on the Closing Date, the Company shall convey to the City by statutory warranty deed, in a form and substance satisfactory to the City the 149.39 acres of coastal wetlands along the southern boundary of the Project Site, legally described and depicted on Exhibit D attached hereto and labeled as “Conservation Area: 6,507,440+/- sq. ft 149.39+/- acres” (the “Conservation Area”). The City shall then grant an irrevocable conservation easement on the Conservation Area to a conservation management conservator chosen by the City in its sole discretion; and (2) the Company shall provide the funding for and complete the installation of a traffic light signal at the entrance of the Mobile Commerce Park and Rangeline Road subject to the Alabama Department of Transportation and the City’s permitting process and the costs associated with such installation of the traffic light signal will be subject to reimbursement from the incentives contained herein.

3. IPB Funds. Within three (3) Business Days after the Closing on the purchase and sale as set forth in that certain Real Estate Purchase Agreement, dated March 10, 2023 between the Company and IPB (as the same has heretofore and may hereafter be amended, the “IPB Purchase Agreement”), IPB shall deposit the IPB Incentive Payment with First American Title Insurance Company, c/o Steven I. Zellinger, 200 West Madison Street, Suite 800, Chicago, Illinois 60606, szellinger@firstam.com, (312) 917-7257 (the “Title Company”) to be held by the Title Company and to be disbursed pursuant to an

Escrow Agreement in the form and substance attached hereto as Exhibit E.

4. Recapture of IPB, City and County Incentives. The Company acknowledges that the incentives offered by the IPB, the City and the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment in the Project and the additional payroll of the Users and businesses occupying and operating from the Project Site, and that those incentives are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the IPB of the IPB Incentive Payment, by the City of the City Incentive Payment and by the County of the County Incentive Payment that each actually pays to the Company (the "Total Paid Sums"):

a. If construction of the Buildings described in Section 1c above shall not have been completed by the end of the sixtieth (60th) month after the Closing Date (subject to extension for any delay by the City or County in issuing applicable permits, provided the same were timely applied for), the Company shall be obligated to reimburse the IPB, the City and the County for the Total Paid Sums; PROVIDED, if construction of the Buildings has commenced prior to the end of said 60th month and the square footage upon completion will be at least 250,000 square feet, the Company shall only be required to reimburse to the IPB, the City and County the Applicable Percentage of the Total Paid Sums, if the Buildings (totaling at least 250,000 square feet) are completed within 180 days after the sixtieth (60th) month after the Closing Date, and, if not so completed, the Company shall be obligated to reimburse the IPB, the City and the County an amount equal to the Total Paid Sums. "Applicable Percentage" shall mean that percentage obtained by dividing the Square Footage Shortage by 250,000. "Square Footage Shortage" shall mean 250,000 less the square footage of the Buildings under construction during said 60-month period and completed within 180 days after the sixtieth (60th) month after the Closing Date. For illustration, if the Buildings under construction will contain in the aggregate 200,000 of square footage upon completion, the Square Foot Shortage would be 50,000, the Applicable Percentage would be 20.00% of the Total Paid Sums, and the Company will be required to reimburse the IPB, the City and County 20.00% of the Total Paid Sums. The Company shall be required to reimburse the IPB, the City and County all of the Total Paid Sums if the aggregate square footage of the Buildings under construction and/or constructed in Phase I is less than 200,000 square feet. All reimbursements are to be split pro rata between the IPB, the City and the County.

b. At the end of said 60-month period, the Company shall furnish to each of the IPB, the City and the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company has, or has not, met its obligations in Section 3a above. Either the IPB, the City or the County may require the Company to provide such other documentation which they deem necessary to confirm the Company's certification. Any payment due to either the IPB, the City and/or the County under the provisions of this section shall be paid contemporaneously with delivery of the Certificate of Compliance.

c. The maximum recapture amount under this section to either the IPB, the City or the County shall be the amount of the IPB, the City or the County's respective actual payments to the Company in satisfaction of its obligations hereunder.

d. The right of either the IPB, the City or the County to recapture incentives shall survive the termination of this Agreement.

5. Disbursements of the County's and City's Contributions. In addition to the requirements of Section 2(a), all reimbursements by the City and the County to the Company on account of the Roadway Improvements shall be made only in accordance with the following procedure:

a. *Satisfaction of Conditions Precedent*. Payment of the City Incentive Payment and County Incentive Payment shall be by reimbursement to the Company. It shall be the responsibility of the Company to provide to each of the City and the County, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement have been satisfied.

b. *Request for Reimbursement by the Company*. To request reimbursement for costs incurred for the Roadway Improvements, the Company shall submit to each of the City and County a "Request for Payment." These Requests shall be accompanied by supporting documentation which demonstrates to the satisfaction of each of the City and the County that the expenditures for which reimbursement is sought were incurred only for designing, engineering, permitting, conducting studies, surveys and investigations for, developing, constructing and/or installing the Roadway Improvements, and that such expenditures have not previously been submitted for reimbursement or reimbursed by the IPB.

c. *Certificate of Compliance*. Each Request for Payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company did complete the Roadway Improvements and dedicate and/or transfer same to the City in accordance with this Agreement. Either the City or the County may require the Company to provide such other documentation that the City deems necessary to confirm the Company's certifications.

d. *Additional Requirements*. In addition to the requirements of subsections (a), (b) and (c) of this Section 4, the Company must provide to each of the City and the County the following documents or information:

i. there must be provided a certificate of the Roadway Improvements engineer or other person or persons acceptable to each of the City and the County, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, or incurred in connection with, the Roadway Improvements, and that they conform to the plans and specifications for the Roadway Improvements as approved by the City;

ii. a contractor's affidavit and release from all contractors and subcontractors working on the Roadway Improvements, and a release by any other third party, including a contractor, supplier, or any other entity, that may be specified by either the City or the County, of any lien filed by such third party against the Roadway Improvements or the real estate on which same are located;

iii. updated title work/opinion and other information reasonably required by the City for dedication of the completed Roadway Improvements to the City; and

iv. prior to the payment obligation of the City Incentive Payment and the County Incentive Payment either (1) a current financial statement of the Company, in form and substance reasonably acceptable to the City and County, showing that the Company has a net worth at such time of at least Seven Million Five Hundred Thousand Dollars ($7,500,000), or (2) a guaranty of the Company's reimbursement obligations under this Agreement in form and substance reasonably acceptable to City and County, by a person or entity that provides a current financial statement, in form and substance reasonably acceptable to the City and County, showing that such guarantor has a net worth at such time of at least Seven Million Five Hundred Thousand Dollars ($7,500,000). If the Company provides the financial statement as provided in this Section 4d.iv, the Company hereby covenants to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid. If a guaranty will instead be delivered as provided in this Section 4d.iv, the guarantor will provide a covenant to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid.

6. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default":

a. any representation or warranty by the Company made herein or in connection herewith shall prove to be, or have been, false or misleading in any material respect;

b. any report, certificate, or other instrument furnished by the Company in connection with or pursuant to this Agreement shall prove to be false or misleading in any material respect;

c. default in the payment of any amounts owed under this Agreement, as and when due and payable;

d. failure to comply with any of the terms of this Agreement;

e. the occurrence of any default under, or any default in the due observance or performance of any term, covenants, condition or agreement to be observed or performed pursuant to the provisions of this Agreement;

f. if the Company shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of its assets, (ii) admit in writing the inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or if any action whatsoever shall be taken for the purpose of effecting any of the foregoing;

g. if an order, judgment or decree shall be entered without the application, approval or consent of the Company by any court of competent jurisdiction approving a petition seeking reorganization or liquidation of the Company or of all or any part of the Company's properties or assets or appointing a receiver, trustee or liquidator of the Company;

h. without written consent of the Governmental Parties, a change in control or ownership of the Company, the dissolution of the Company, any member withdraws from the Company, or the termination of the Company's existence;

i. if any action shall be taken or if there shall be any occurrence which could or does have the effect of terminating, dissolving, or winding-up the business of the Company;

Upon the occurrence, or at any time thereafter during the continuance, of any such Event of Default and after the applicable Party(ies) provide(s) prompt notice of said Event of Default to the defaulting Party and the defaulting Party fails to cure such Event of Default within thirty (30) days of receipt of such notice of said Event of Default (the "Cure Period"), the non-defaulting Parties shall be entitled to pursue all remedies at law or in equity for the Event of Default of any term of this Agreement.

7. Other Commitments. To further assist the Company in connection with the development of the Project, the City and County further agree as follows:

a. The City and County will each appoint one qualified project coordinator (initially the City Engineer, Nick Amberger, and the County Engineer, Bryan Kegley) to act as their representative in order to assist the Company in connection with the Project and the Roadway Improvements and to help fulfill the responsibilities of the City and County with respect to the Project and Roadway Improvements.

b. To the extent allowed under applicable laws and regulations, an expedited process shall be utilized for the processing of all required permits, licenses, authorizations, and approvals required from local agencies to facilitate and ensure fast track permitting, development, construction and operation of the Project, the Roadway Improvements and the Buildings.

c. The City and the County also commit to supporting an Industrial Access grant application with the Alabama Department of Transportation, subject to a qualified project for the Industrial Access Program.

8. Grounds for Termination of the Obligations of the IPB, the City and the County. The obligations of the IPB, the City and the County to the Company respectively hereunder may be terminated at the election of any of such Parties upon the occurrence of any of the following events:

a. Failure of the Company to timely acquire the Project Site in accordance with Section 1a of this Agreement.

b. Failure of the Company to complete the Roadway Improvements within the time periods set forth in Section 1a.

c. The determination by the IPB, the City or County that any material representations made by the Company or its agents to induce the IPB, the

City or the County to offer incentives to the Company are not true in any material respect, which has an adverse effect on the IPB, City, County and/or the Project and is not cured by the Company within thirty (30) days after Company's receipt of written notice from the IPB, City or County setting forth the representation(s).

d. Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project or Roadway Improvements described herein, after the Company is provided with notice of such failure, and such failure is not remedied within fifteen (15) business days of such notice.

9. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

10. Assignment. This Agreement is not assignable without the prior written consent of the Parties, except that the Company shall have the right at any time to assign its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume the assigned obligations of the Company under this Agreement; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the City and the County to be expressed in writing and signed by an authorized representative of each of the City and the County respectively. In addition, the Company's rights under this Agreement may be assigned without the Governmental Parties' consent to any lender (a "Roadway Lender") providing financing for the Roadway Improvements or a part thereof (a "Lender Assignment"), but the Company will remain responsible for all of its obligations under this Agreement. The Governmental Parties acknowledge the Roadway Lender may request that the Governmental Parties join in any such Lender Assignment whereby the Governmental Parties will agree that if the Company defaults under this Agreement, the Roadway Lender or its designee shall be entitled to cure such default and complete the Roadway Improvements and that upon completion of the Roadway Improvements in accordance with this Agreement by the Roadway Lender or its designee, the monies payable by the Governmental Parties to the Company hereunder shall be paid to the Roadway Lender (not to the Company) subject to the terms and conditions of this Agreement.

11. Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

12. Survival of Representations and Warranties. The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

13. Waivers. Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however,

all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

14. IPB Purchase Agreement. The Company acknowledges that nothing in this Agreement shall amend or in any way affect the terms and conditions of the IPB Purchase Agreement, which Agreement shall remain in full force and effect under the terms thereof.

15. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

16. Notices. All notices, demands, consents, certificates, or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, prepaid for next business day delivery, or sent by electronic mail (with a copy sent within two (2) business days by U.S. registered or certified mail or overnight courier), in each case addressed as follows:

To the City of Mobile: City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644
Email: mayorstimpson@cityofmobile.org

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602
Email: britton.bonner@arlaw.com

To Mobile County: Eddie Kerr, Mobile County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633
Email: eddie.kerr@mobilecountyal.gov

With a copy to:

Jay M. Ross
Adams and Reese, LLP
11 North Water Street, Suite 23200
Email: jay.ross@arlaw.comMobile, Alabama 36602

To the IPB:

Industrial Park Board of Mobile County
P.O. Box 2187
Mobile, Alabama 36652
Email: drodgers@mobilechamber.com

With a copy to:

Mr. Preston Bolt, Jr.
Hand Arendall Harrison Sale LLC
104 St. Francis Street
Mobile, Alabama 36602
Email: pbolt@handfirm.com

To the Company:

c/o Scannell Properties
Attn: Courtney Kanzinger, Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Email: courtneyk@scannellproperties.com

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

1. [Intentionally Deleted.]

2. Indemnification. The Company shall release, save, hold harmless, defend and indemnify the Governmental Parties and their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from or in connection with this Agreement or the Company's construction of the Roadway Improvements (except for those claims arising out of the negligence or intentional misconduct of one or more of the Indemnified Parties), arising from the Company's breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or challenge to this Agreement or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City or the County or the IPB shall defend the same at the Company's expense by counsel satisfactory to the Indemnified Parties. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the Roadway Improvements. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

3. Entire Agreement; Amendment, No Recordation. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives. This Agreement shall not be recorded by any Party in the Office of the Judge of Probate of Mobile County, Alabama.

4. Use Restrictions. The Parties agree that the Project and Project Site will have certain use restrictions which shall apply to the Primary Use of any building constructed on the Project Site for a term of twenty (20) years from the Effective Date and as set forth in Exhibit F attached hereto (the "Use Restrictions"). In no event shall the Use Restrictions restrict or prohibit any Accessory Use. These Use Restrictions shall be assumed by any subsequent purchaser or User of any portion of the Project Site during the twenty (20) year term as set forth herein.

5. Certain Defined Terms. The following capitalized terms will have the respective meanings assigned below (each such meaning to be equally applicable to the singular and plural forms of the respective terms so defined).

"Accessory Use" shall mean a use customarily incidental to or that is a byproduct of the principal or primary use of any buildings or structures constructed on a Project Site. By way of example only and not of limitation: (i) in the case of a building on a Project Site having a storage tank for oil used to refuel trucks at a distribution center, such oil and gas storage would be an Accessory Use; and (ii) if a byproduct of a manufacturing process conducted at a building on a Project Site contains hazardous materials, such hazardous material transfer or disposal would be an Accessory Use.

“Construction Debt Origination” means the upfront fee charged by the Developer’s lender to process the new loan application and execute the loan closing.

“Full-Time Employee” means a person that is either (i) being paid directly by the Company or tenants/lessors or owners of the Buildings (collectively, a “Project Site Employer”) for not less than thirty-six (36) hours per week, is employed at the Project, and who the applicable Project Site Employer identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to IRS Form 941, (ii) an employee of a direct contractor of a Project Site Employer who is paid by such Project Site Employer’s direct contractor for working at the Project for not less than thirty-six (36) hours per week, and/or (iii) a person working under a contract with a Project Site Employer for working at the Project for not less than thirty-six (36) hours per week. Notwithstanding the above, the term “Full-Time Employee” will not include an unskilled temporary employee, an employee of a temporary personnel agency, or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

“Fringe Benefits” will include, but are not limited to, health insurance, retirement, life insurance, worker’s compensation, unemployment compensation and FICA taxes.

“Interest Fees” means the monetary charge assessed for the Developer to borrow the funds which is expressed as a percentage, such as an annual percentage rate. Simply put, the price the Developer pays to borrow money.

“Interest Rate Carry” means the amount equal to the agreed upon interest by the Developer and Lender that is computed at the rate per annum on the total sum of the debt from the date of the closing of the loan and charged until payoff and satisfaction by the lender.

“Primary Use” shall mean the principal or primary use of any buildings constructed on a Project Site.

“Project Employees” means new Full-Time Employees created by the Project. No Transferred Employee will constitute a Project Employee, except to the extent that the Company certifies to the County with respect to such Transferred Employee that it has not eliminated a Transferred Employee’s previous position and that a new employee has been hired to fill substantially the same job and in the same pay category as that held by the Transferred Employee. All Project Employees will be eligible to receive any Fringe Benefit provided by his or her employer.

“Transferred Employee” means an existing employee of the applicable Project Site Employer, or any affiliate thereof, employed in the County either as of the Effective Date or at the time such employee is hired and transferred to work at the Project.

22. Compliance Requests. At any time during the pendency of this Agreement, Company, any prospective or current User, or any entity providing project financing for a Project may provide written notice to the City setting forth the anticipated use of any Project, and requesting that the City confirm that such anticipated use complies with the Use Restrictions set forth herein (a “Compliance Request”). For avoidance of doubt, a Compliance Request need not identify the User, but shall provide sufficient information on

the intended operations of the Project to permit the City to evaluate the request. The City shall have five (5) business days from the date such Compliance Request is deemed delivered under the notice provisions set forth in Section 16 hereof in which to review the Compliance Request and respond in writing to the requestor, either (i) confirming that the proposed anticipated use complies with the Use Restrictions in this Agreement, or (ii) stating that the proposed anticipated use does not comply with the Use Restrictions set forth in this Agreement, and in the case of (ii) above, such statement shall be accompanied by a written explanation of the specific portion(s) of the proposed anticipated use that are noncompliant and the reasoning therefor. If the City fails to respond to a Compliance Request within the aforementioned five (5) business day period, then the City shall be deemed to have acted in accordance with subsection (i) of the immediately preceding sentence.

23. Estoppel Certificates. Upon not less than ten (10) days prior written request therefor by any Party to this Agreement, the other Parties shall execute, acknowledge and deliver to the requesting Party a statement in writing, certifying (i) that the requesting Party is not in default under this Agreement, or if such Party is in default, specifying the nature of the default in reasonable detail, (ii) that this Agreement is in full force and effect and has not been modified except as may be set forth in such writing, (iii) the status of completion of construction, dedication and acceptance of dedication of the Roadway Improvements and other improvements contemplated by Section 2 hereof; (iv) the Costs incurred to date, amounts reimbursed to Company to date, amounts remaining to be reimbursed; and (v) such other matters as may be reasonably requested by the requesting Party. Such statement may be conclusively relied upon by any Party, prospective User, User, prospective purchaser, lender, or prospective lender of the portion of the Project owned or occupied by the requesting Party, and their respective successors and assignees, including without limitation any prospective assignee of any such Party, User or lender.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

The amendment was seconded by Councilmember Gregory, following comments from Councilmember Daves the vote was as follows:

Ayes: Penn, Carroll, Small, Daves, Woods, and Gregory
Nays: Reynolds

The Presiding Officer declared the amendment adopted and Councilmember Reynolds offered comments.

NOTE: President C.J. Small called for a ten-minute recess at approximately 11:22 a.m.

NOTE: President C.J. Small called the meeting back to order at approximately 11:35 a.m.

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

Ayes: Penn, Carroll, Small, Daves, Woods, and Gregory
Nays: Reynolds

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

APPROVE PURCHASE ORDER TO SANSOM EQUIPMENT COMPANY INC. FOR AUTOMATED SIDE-LOAD GARBAGE TRUCK FOR PUBLIC SERVICES; $403,759.71. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-921-2024

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
12699	2024	(F7000) MOTOR POOL	AUTOMATED SIDE-LOAD GARBAGE TRUCK FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT))	$403,759.71	(190715) SANSOM EQUIPMENT CO INC

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

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

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

APPROVE PURCHASE ORDER TO HALLS MOTORSPORTS FOR UTILITY VEHICLE FOR ANIMAL SERVICES; $22,999.00. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-922-2024

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
11841	2024	(1546) ANIMAL SHELTER	2025 POLARIS RANGER CREW XP 1000 UTLITY VEHICLE FOR ANIMAL SERVICES (PRICE BELOW BID REQUIREMENT; PRICE QUOTE)	$22,999.00	(080561) HALLS MOTORSPORTS

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

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

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

APPROVE PURCHASE ORDER TO CAIN'S TREE & LANDSCAPE, INC. TO REMOVE TREE HAZARDS ON OLD SHELL ROAD; $41,900.00. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 08-923-2024

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
13725	2024	(2018) FORESTRY	REMOVE 27 TREE HAZARDS ON OLD SHELL ROAD FROM BATRE LANE TO MYRTLEWOOD LANE (SEALED BID 5898)	$41,900.00	(296252) CAIN'S TREE & LANDSCAPE, INC

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

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

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

APPROVE PURCHASE ORDER TO CAIN'S TREE & LANDSCAPE, INC. TO PRUNE AND REMOVE TREES ON COTTAGE HILL ROAD; $132,000.00. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 08-924-2024

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
14800	2024	(2018) FORESTRY	PRUNE AND REMOVE TREES ON COTTAGE HILL ROAD FROM GRANT STREET TO CITY LIMITS (SEALED BID 5897)	$132,000.00	(296252) CAIN'S TREE & LANDSCAPE, INC

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

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

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

APPROVE PURCHASE ORDER TO CHRIS FRANCIS TREE CARE TO PRUNE AND REMOVE TREES ON SPRINGHILL AVENUE; $351,540.00. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-925-2024

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
14799	2024	(2018) FORESTRY	PRUNE AND REMOVE TREES ON SPRINGHILL AVENUE FROM DAUPHIN STREET TO ZIEGLER BLVD/FOREST HILL DRIVE INTERSECTION (SEALED BID 5897)	$351,540.00	(296256) CHRIS FRANCIS TREE CARE

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

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

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

APPROVE PURCHASE ORDER TO PRIORITY DISPATCH CORPORATION FOR ANNUAL RENEWAL OF EMERGENCY DISPATCH QUALITY ASSURANCE SOFTWARE FOR MFRD; $35,560.00. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-926-2024

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
14770	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF PRIORITY DISPATCH Q PLUS EXPERT EMERGENCY DISPATCH QUALITY ASSURANCE SOFTWARE AND SUPPORT FOR MFRD (BID EXEMPT AS SOFTWARE)	$35,560.00	(275228) PRIORITY DISPATCH CORP

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

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

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

AUTHORIZE FY2025 REBUILD ALAMABA ALLOCATION; $1,300,000.00. The following resolution was introduced by Councilmember Small.

RESOLUTION: 09-927-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,300,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New TIGER/Dr. MLK Jr Ave./Broad St. $1,300,000.00

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

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

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

AUTHORIZE THE MAYOR TO APPLY, ACCEPT, AND RECEIVE GRANT FUNDS FROM THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM; $3,000,000.00 (A 10% LOCAL MATCH IS REQUIRED). The following resolution was introduced by Councilmember Small.

RESOLUTION: 31-928-2024

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 from the ALDOT Highway Safety Improvement Program (HSIP) a grant in the amount of $3,000,000.00 to support the addition of paved shoulders along Halls Mill Road. A 10% local match ($300,000.00) is required for this grant. Those funds will come from Mobile County Pay-Go (2018 Group B).

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

BE IT FURTHER RESOLVED that the Council authorizes the use and expenditure of Pay-GO funds in the amount of $300,000.00 to be used as a match if the grant is awarded in full.

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

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

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

APPROVE TEFRA BOND FINANCING FOR MULTIFAMILY RESIDENTIAL RENTAL DEVELOPMENT LOCATED AT 2001 BRILL ROAD. The following resolution was introduced by Councilmember Small.

RESOLUTION: 50-929-2024

Sponsored by: Councilmember Small

A RESOLUTION APPROVING, SOLELY FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND THE WISCONSIN INTERLOCAL COOPERATION PROVISION (AS DEFINED BELOW), THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS BY THE PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $235,000,000; RECOGNIZING THAT THE CITY OF MOBILE, ALABAMA IS NOT RESPONSIBLE FOR ISSUING THE MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS AND HAS NO FINANCIAL OBLIGATION TO PAY ANY PRINCIPAL OF OR INTEREST ON THE MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mobile, Alabama (the "City") is a duly organized and validly existing municipal corporation under the laws -and Constitution of the State of Alabama (the "State"); and

WHEREAS, Public Finance Authority (the "Issuer") is a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended; and

WHEREAS, the Borrowers and the Sole Member, each as defined below, have asked the Issuer to issue tax-exempt bonds, in one or more series under a plan of financing, as "qualified 50l(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "Code")) in an aggregate maximum stated principal amount not to exceed $235,000,000 (the "Bonds") for the purpose of providing funds to finance and/or refinance the Projects, as defined below, and the Issuer has granted such request; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, tax exempt bonds, such as the Bonds, issued by the Issuer in one or more series to finance and/or refinance the acquisition, renovation and equipping of residential rental facilities for individuals and families of low and moderate income located in the State of Alabama, the State of Florida, the Commonwealth of Kentucky, the State of Nevada and the State of West Virginia, as more specifically identified on Exhibit A attached hereto (each a "Project" and collectively the "Projects"), which will be owned by the borrowers identified in Exhibit A, attached hereto (collectively, the "Borrowers"), the sole member of each of which is Patriot Services Group, Inc., a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in Section 50l(c)(3) of the Code (the "Sole Member"), must be approved by the applicable elected representative (as defined under Section 1.147(f)-l of the U.S. Treasury Regulations) of the governmental unit within whose boundaries each Project is to be located; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, tax exempt bonds, such as the Bonds, issued by the Issuer in one or more series to finance and/or refinance the acquisition, renovation and equipping of residential rental facilities for individuals and families of low and moderate income located in the State of Alabama, the State of Florida, the Commonwealth of Kentucky, the State of Nevada and the State of West Virginia, as more specifically identified on Exhibit A attached hereto (each a "Project" and collectively the "Projects"), which will be owned by the borrowers identified in Exhibit A, attached hereto (collectively, the "Borrowers"), the sole member of each of which is Patriot Services Group, Inc., a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in Section 50l(c)(3) of the Code (the "Sole Member"), must be approved by the applicable elected representative (as defined under Section 1.147(f)-l of the U.S. Treasury Regulations) of the governmental unit within whose boundaries each Project is to be located; and

WHEREAS, in order to issue the Bonds to finance and/or refinance the Mobile, Alabama Project (as defined below), the Issuer requires, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Issuer must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is to be located (the "Wisconsin Interlocal Cooperation Provision"); and

WHEREAS, Sunset on the Bayou 2021 LLC, an Alabama limited liability company (the "Mobile, Alabama Borrower"), has requested that the City approve the financing and/or refinancing of the Sunset

on the Bayou Project described in Exhibit A, which is located within the corporate limits of Mobile, Alabama (the "Mobile, Alabama Project"), and the issuance of the Bonds (with up to a maximum amount of $12,552,645 of which will be allocable to the Mobile, Alabama Project) in order to satisfy the requirements of Section 147(f) of the Code, Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"), and the Wisconsin Interlocal Cooperation Provision; and proceeds from the sale of the Bonds will be loaned to the Borrowers; and

WHEREAS, the Bonds will be payable solely from revenues of the Borrowers, and the City will have no obligation whatsoever for the payment of the Bonds and the Bonds will not constitute an indebtedness or an obligation of the City within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of the City; and

WHEREAS, as a prerequisite for the issuance of the Bonds by the Issuer, a public hearing was held by a representative of the Issuer (the "Hearing Officer") on behalf of the City

Council, as the governing body of the City, on September 18, 2024 (the "Hearing"),' after publication in the Lagniappe on September 25, 2024, at which members of the public were offered an opportunity to express their views with respect to the issuance of the Bonds, as described in the Public Hearing Officer Certificate, attached hereto as Exhibit !! (the "Public Hearing Officer Certificate"); and

WHEREAS, the Public Hearing Officer Certificate indicates said public hearing disclosed no compelling reason why the Bonds should not be issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City of Mobile, Alabama, as follows:

SECTION 1. The Council hereby finds, determines and declares as follows:

A. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

B. The Council has considered any views expressed, whether in writing or at the Hearing, prior to consideration of this Resolution.

C. The Council is the elected legislative body of the City, and the City has jurisdiction over the entire area in which the Mobile, Alabama Project is located.

SECTION 2. The City Council hereby: (i) accepts the service of the Hearing Officer and the Public Hearing Officer Certificate; and (ii) approves the issuance of the Bonds in the maximum aggregate principal amount of $235,000,000 (with up to a maximum amount of $12,552,645 of which will be allocable to the Mobile, Alabama Project) by the Issuer for financing and/or refinancing of the Projects, including the Mobile, Alabama Project. It is the purpose and intent of the City that this Resolution constitutes approval by the City of Mobile, Alabama, for purposes of meeting the requirements of Section 147(f) of the Code of the issuance of the Bonds and the facilities to be financed and/or refinanced thereby and the City of Mobile, Alabama is one of the governmental unit(s) having jurisdiction over the area in which the Mobile, Alabama Project is located.

SECTION 3. For the purposes of the Wisconsin Interlocal Cooperation Provision and Section 4 of the Joint Exercise Agreement, the City Council authorizes the Issuer to issue the Bonds in the maximum aggregate principal amount of $235,000,000 (with up to a maximum amount of $12,552,645 of which will be allocable to the Mobile, Alabama Project) and to loan the proceeds thereof to the Borrowers to finance or refinance the Projects, including the Mobile, Alabama Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the City Council pursuant to the Constitution and the laws of the State and to do all things within the jurisdiction of the City which are necessary or convenient for the issuance of the Bonds and the financing and/or refinancing of the Mobile, Alabama Project to the same extent as if the City were issuing its own obligations for such purposes without any further authorization from the City to exercise such powers or to take such actions.

SECTION 4. The City shall have no liabilities for the payment of the Bonds or for any undertaking with respect thereto nor shall any of its assets be pledged to payment of the Bonds.

SECTION 5. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) a pledge of the faith and credit of or by the City. Further, the fact that the City has approved the Bonds as required by the Code, the Wisconsin Interlocal Cooperation Provision and Section 4 of the Joint Exercise Agreement, may not, in any event, be used as a sales device with respect to the Bonds, or (iii) a representation or warranty by the City concerning the validity of the Bonds.

SECTION 6. This Resolution shall become effective immediately, upon its passage.

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

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

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

REQUEST THAT THE PLANNING COMMISSION CONSIER THE REZONING OF LOT 6 OF TODD ACRES, INDUSTRIAL PARK SUBDIVISION. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-930-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby request that the Planning Commission consider rezoning Lot 6 of Todd Acres Industrial Park Subdivision from B-5, Office Distribution, to R-1, Single-Family Residential, and make a recommendation to the Council.

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

Ayes: Penn, Carroll, Small, Daves, and Gregory
Nays: Reynolds and Woods

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

NOTE: Councilmember Gregory excused herself from the meeting at approximately 11:37 a.m.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CONSENT RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME. Councilmember Daves moved for the suspension of the rules to consider consent resolutions 37-933 through 03-948 being introduced for the first time. The motion was seconded by Councilmember Reynolds, and the vote was as follows:

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

The Presiding Officer declared unanimous consent granted for the item.

CONSENT RESOLUTIONS BEING INTRODUCED

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A RETAIL BEER/TABLE WINE (OFF PREMISES ONLY) LICENSE TO STA MART; 3110 DAUPHIN ISLAND PARKWAY. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 37-933-2024

Sponsored by: Councilmember Small

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

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

Submitted by: STA Mart, LLC

Location: STA Mart
3110 Dauphin Island Parkway
Mobile, Al 36605

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

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

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

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A RETAIL BEER/TABLE WINE (OFF PREMISES ONLY) LICENSE TO DOLLAR GENERAL STORE; 3203 DAUPHIN ISLAND PARKWAY. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 37-934-2024

Sponsored by: Councilmember Small

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

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

Submitted by: Dolgencorp, LLC

Location: Dollar General Store 25322
3203 Dauphin Island Parkway
Mobile, Al 36605

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

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

The vote was then announced by the Assistant 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 EL RINCON TACOS AND MARGARITAS; 1956 S. UNIVERSITY BOULEVARD. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 37-935-2024

Sponsored by: Councilmember Reynolds

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: El Rincon Tacos and Margaritas, LLC

Location: El Rincon Tacos and Margaritas
1956 South University Boulevard
Mobile, Al 36609

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

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

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

APPOINT JOHN VELLIANITIS TO THE MOBILE CITY COUNTY YOUTH COUNCIL.
The following resolution was introduced by Councilmember Daves.

RESOLUTION: 03-948-2024

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that John Velliantis is appointed to the Mobile City County Youth Council.

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

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

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

CIP RESOLUTIONS BEING INTRODUCED

AUTHORIZE AGREEMENT WITH J. HUNT ENTERPRISE GENERAL CONTRACTORS, LLC FOR FIELD IMPROVEMENTS AT MIMS PARK; $294,650.00.
The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 01-936-2024

Sponsored by: Mayor Stimpson and Councilmember Reynolds

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, an Agreement, 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: J. Hunt Enterprise General Contractors, LLC

Project Name: CIP Mims Park – Field Improvements B, C, and D

Project Number: PR-048-22

Amount: $294,650.00

AUTHORIZE AGREEMENT WITH PL RUSSELL, LLC FOR STRUCTURAL RETAINING WALL AND GRADING IMPROVEMENTS AT LANGAN PARK; $241,405.00. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 01-937-2024

Sponsored by: Mayor Stimpson and Councilmember Gregory

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, an Agreement, 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: PL Russell, LLC

Project Name: CIP Langan Ball Park – Structural Retaining Wall and Grading Improvements

Project Number: PR-020A-22

Amount: $241,405.00

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME. Councilmember Daves moved for the suspension of the rules to consider resolution 08-939 being introduced for the first time. The motion was seconded by Councilmember Reynolds, and the vote was as follows:

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

The Presiding Officer declared unanimous consent granted for the item.

RESOLUTIONS BEING INTRODUCED

APPROVE PURCHASE ORDER TO DANA SAFETY SUPPLY, INC. FOR UPFITTING CHEVROLET TAHOES AND FORD PICKUP TRUCKS FOR MPD; $150,874.30. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 08-938-2024

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
13160, 14684	2024	(F7000) MOTOR POOL	PATROL AND ADMIN UPFITTING FOR SIX CHEVROLET TAHOE PPV SUVS AND EIGHT FORD F150 RESPONDER PICKUP TRUCKS FOR MPD (AL STATE CONTRACT)	$150,874.30	(290980) DANA SAFETY SUPPLY INC

APPROVE PURCHASE ORDER TO DIESEL SERVICES, LLC FOR FIRE TRUCK REPLACEMENT ENGINES; $104,364.68. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 08-939-2024

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
14931, 14932	2024	(2050) FLEET MANAGEMENT-GARAGE	REPLACE CUMMINS L9 DIESEL ENGINES IN 2018 PIERCE AND 2016 ROSENBAUER PUMPER FIRE TRUCKS FOR MUNICPAL GARAGE (SEALED BID 5901)	$104,364.68	(291971) DS DIESEL SERVICES LLC

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

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

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

APPROVE PURCHASE ORDER TO LONG LEWIS FORD OF THE SHOALS, INC. FOR 2025 FORD ESCAPE FOR BUILD MOBILE; $28,784.50. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 08-940-2024

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
13314	2024	(F7000) MOTOR POOL	ONE 2025 FORD ESCAPE FOR BUILD MOBILE (AL STATE CONTRACT)	$28,784.50	(290649) LONG LEWIS FORD OF THE SHOALS, INC

APPROVE PURCHASE ORDER TO VULCAN CONSTRUCTION MATERIALS, LP FOR LIMESTONE BASE FOR HURTEL STREET PARKING; FACILITY MAINTENANCE; $55,200.00. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 08-941-2024

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
14193	2024	(3035) FACILITY MAINTENANCE	1,150 TONS LIMESTONE BASE FOR HURTEL ST PARKING FOR FACILITY MAINTENANCE (SEALED BID 5904)	$55,200.00	(228600) VULCAN CONSTRUCTION MATERIALS LP

TRANSFER FUNDS FROM CAPITAL PROJECT GULF COAST TECH CTR-INTELLIGENCE TO PROJECT MCPS-STUDENT SAFETY ANALYST TO BE USED TO SUPPORT A STUDENT SAFETY ANALYST; $90,000.00. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 09-942-2024

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $90,000.00 be transferred from capital project C0949 (20002000.94070) GULF COAST TECH CTR-INTELLIGENCE to Project G-PDMCPS23 MCPS - STUDENT SAFETY ANAL YST(53005300.93030). These funds will be reallocated and used to support an agreement with the Mobile County Public Schools to provide a student safety analyst.

AUTHORIZE CHANGE ORDER4 NO. 1 WITH JOHN G. WALTON CONSTRUCTION COMPANY, INC. FOR 2018 PAYGO N. MCGREGOR AVENUE RECONSTRUCTION; $80,122.84 INCREASE. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 13-943-2024

Sponsored by: Mayor Stimpson and Councilmember Gregory

WHEREAS, the CITY entered into a contract dated October 11, 202 with John G Walton Construction Co., Inc. for construction services on the project known as North McGregor Ave. Reconstruction (COM Project No. 2019- 3005-19); and

WHEREAS, the original contract amount was $1,767,061.96 for a unit priced based contract for the reconstruction of North McGregor Ave.; and

WHEREAS, during construction, unforeseen circumstances with utilities and with existing conditions caused additional work to become necessary for payment adjustments totaling $145,643.01; and

WHEREAS, the construction cost for the timely repair was estimated to be $225,765.85, requiring an additional $80,122.84 to be added to the $145,643.01; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the addition of Change Order #1 in the amount of $225,765.85, for a total of $1,992,827.81 to be paid to John G Walton Construction Co., Inc. for the construction of North McGregor Ave. Reconstruction (COM Project No. 2019-3005-19).

AUTHORIZE CONTRACT WITH MCCRORY & WILLIAMS, INC. FOR SHIPYARD ROAD BOAT LAUNCH; $195,090.00. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 21-944-2024

Sponsored by: Mayor Stimpson and Councilmember Reynolds

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 agreement 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: McCrory & Williams, Inc.

Project Name: Shipyard Road Boat Launch
COM Project #2024-3005-20 (D-4)

Estimated Cost: $195,090.00

CORRECT RESOLUTION 21-748-2024 TO REFLECT THE COST SHARE IS BETWEEN THE CITY AND THE FEDERAL HIGHWAY ADMINISTRATION. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 21-945-2024

Sponsored by: Mayor Stimpson and Councilmember Gregory

WHEREAS, the Mobile City Council adopted Resolution 21-748 on August 13, 2024, for a contract with Thompson Engineering, Inc.

WHEREAS, The Alabama Department of Transportation requested that the resolution be revised to reflect the cost share between the City of Mobile and the Federal Highway Administration (FHWA) instead of the City of Mobile and The Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolutions 21-748 be corrected to show that the cost is to be shared between the City of Mobile and the Federal Highway Administration (FHWA).

AUTHORIZE THE MAYOR TO APPLY, ACCEPT, AND RECEIVE A GRANT FRON THE SOUTH ALABAMA REGIONAL PLANNING COMMISSION FOR THE FY2025 TRANSPORTATION ALTERNATIVE GRANT PROGRAM ($100,000.00 LOCAL MATCH. The following resolution was held over until the regular meeting of October 9, 2024.

RESOLUTION: 31-946-2024

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 from the Mobile Urbanized Area FY2025 Transportation Alternatives Program (TAP), a grant in the amount of $500,000.00 to construct Segment 2 of the Three Mile Creek Greenway Trail. This project will continue the City's work on this transformational project that links communities, fosters positive outdoor experiences and provides a safe, alternative transportation path along Three Mile Creek. A 20% local match ($100,000.00) is required for this grant, which will come from existing Public Works/Programs & Project Management department appropriations.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Mobile MPO (SARPC). Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of $100,000.00 in matching funds in the event this grant is received in full.

CALL FOR PUBLIC HEARINGS

CALL FOR PUBLIC HEARING TO CONSIDER THE APPLICATION OF CARE RIDE TRANSPORT, LLC TO OPERATE A SEDAN SERVICE (SCHEDULED FOR OCTOBER 15, 2024). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 41-947-2024

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 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 oppo1tunity of being heard in opposition to or in favor of the proposed resolution.

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN AND SEDAN SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application Care Ride Transport, LLC, to operate a sedan service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on October 15, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be 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 Care Ride Transport, 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 Assistant City Clerk, whereupon Councilmember Daves moved to call for the public hearing, which was seconded by Councilmember Woods and the vote was as follows:

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

The vote was then announced by the Assistant City Clerk, whereupon the Presiding Officer set the date for the public hearing as October 15, 2024.

ANNOUNCEMENTS

Councilmember Penn encouraged citizens to participate in the events preceding the Gulf Coast Challenge Game on Saturday, October 5, 2024.

Councilmember Reynolds offered remarks about the importance of homeowners getting flood insurance.

Councilmember Woods thanked citizens for attending the District 6 community meeting last week at the Connier Hudson Senior Center.

Councilmember Woods advised citizens to use caution on the road during the re-paving near the Cottage Hill Recreation Center.

Councilmember Small said that the community meeting held at Taylor Park last week was a great success.

Councilmembers Carroll, Reynolds, Penn, and Small thanked Michael Linder, Council Attorney, for his service to the Council in recognition of today being his last meeting.

James Barber, Chief of Staff, thanked Michael Linder for his service to the City of Mobile.

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

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

The vote was then announced by the Assistant City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 11:44 a.m.

Adopted:

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COUNCIL PRESIDENT

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ASSISTANT CITY CLERK