



## *City of Bessemer*

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CITY CLERK

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**June 18, 2026**

**City of Bessemer, Alabama**

**RE: Response to Public Records Request – Submitted by Attorney Ryan Anderson**

To Ryan Anderson, Southern Environmental Law Center,

This letter is in response to your public records request and your letter dated June 15, 2026, submitted pursuant to the Alabama Open Records Act, Ala. Code § 36-12-40.

Please see the following attachment.

Sincerely,

*Wanda D. Taylor*  
Wanda D. Taylor  
City of Bessemer, Alabama

## **MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Mutual Non-Disclosure and Confidentiality Agreement (this “**Agreement**”), effective as of February 5, 2025 (the “**Effective Date**”), is entered into by and between LOGISTICS LAND INVESTMENT, LLC, a Delaware limited liability company, and THE CITY OF BESSEMER, a municipal corporation in the State of Alabama, collectively, the “**Parties**,” and each, a “**Party**”).

**WHEREAS**, in connection with Project Marvel (the “**Purpose**”), the Parties desires to share certain information that is non-public, confidential, or proprietary in nature; and

**WHEREAS**, the Parties are willing to disclose such information subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

1. **Confidential Information.** Except as set forth in Section 2 below, “**Confidential Information**” means all non-public, confidential, or proprietary information disclosed before, on, or after the Effective Date, by either Party (a “**Disclosing Party**”) to the other Party (a “**Recipient**”) and its affiliates and their employees, officers, investors, attorneys, accountants, engineers, agents, advisors, consultants, and their existing or potential partners, investors, lenders, financing sources, managers, tenants and operators who are necessary in evaluating the Confidential Information (collectively, “**Representatives**”), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” including, without limitation:

(a) information concerning the Disclosing Party’s and its affiliates’, and their customers’, suppliers’, and other third parties’ past, present, and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, proformas, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies;

(b) unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;

(c) designs, plans, specifications, documentation, components, source code, object code, images, icons, audiovisual components, and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(d) third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives;

(e) other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the Parties' businesses; and

(f) notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials (the "Notes") prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing.

2. Exclusions from Confidential Information. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any act or omission by the Recipient or any of its Representatives;

(b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by any legal, fiduciary, or contractual obligation;

(c) was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

3. Recipient Obligations. The Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around the Disclosing Party's proprietary services, products, and/or confidential intellectual property;

(c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who:

(i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose;

(ii) are informed by the Recipient of the confidential nature of the Confidential Information; and

(iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement;

(d) promptly notify the Disclosing Party of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by the Recipient or its Representatives of which the Recipient has knowledge;

(e) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure; and

(f) be responsible for any breach of this Agreement caused by any of its Representatives.

4. Additional Confidentiality Obligations. Except as required by applicable federal, state, or local law or regulation, the Recipient shall not, and shall not permit its Representatives to, disclose to any person:

(a) that the Confidential Information has been made available to the Recipient or its Representatives, or that it has inspected any portion of the Confidential Information;

(b) that discussions or negotiations may be or are underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or

(c) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

5. Recipient Representations and Warranties. The Recipient represents and warrants that:

(a) the performance of its obligations herein does not and will not violate any other contract or obligation to which the Recipient is a party, including covenants not to compete and confidentiality agreements;

(b) it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in the Recipient's or its Representatives' possession or control, at least to the level that Recipient protects and secures its own Confidential Information.

6. Required Disclosure. Any Disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction

(a "Legal Order") shall be subject to the terms of this Section. Prior to making any such disclosure, the Recipient shall provide the Disclosing Party with:

(a) to the extent practicable and legally permissible, prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy; and

(b) reasonable assistance, at no cost to Recipient, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient shall disclose, and, if applicable, shall require its Representatives or other persons to whom such Legal Order is directed to disclose, no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

7. Destruction of Confidential Information. Upon the expiration or termination of this Agreement, or at the Disclosing Party's request at any time during the term of this Agreement, the Recipient and its Representatives shall promptly destroy all such copies and, upon request from the Disclosing Party, confirm in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire two (2) years from the Effective Date, provided that for any and all trade secrets of the Disclosing Party, the Survival Period shall last for as long as such Confidential Information qualifies as a trade secret under applicable federal, state and/or local law.

9. Intentionally Deleted

10. Intentionally Deleted

11. No Transfer of Rights, Title, or Interest. The Disclosing Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

12. No Other Obligation. The Parties agree that:

(a) this Agreement does not require or compel the Disclosing Party to disclose any Confidential Information to the Recipient;

(b) neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein; and

(c) either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

13. Non-circumvention. Recipient agrees that it shall not attempt in any way to directly or indirectly (i) circumvent Disclosing Party or its affiliates in initiating, conducting or concluding any business transaction, or (ii) otherwise use any Confidential Information or contacts to the advancement of itself or its affiliates at the detriment of the Disclosing Party.

14. Intentionally Deleted

15. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted in the federal courts of the United States or the courts of the State of Georgia.

16. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email of a PDF document if sent during normal business hours of the Recipient, and on the next business day if sent after normal business hours of the Recipient. Such communications must be sent to the Parties at the respective addresses set forth below their signatures hereto (or to such other address that may be designated by a Party from time to time in accordance with this Section).

17. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

18. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission (including, without limitation, DocSign or .pdf) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**LOGISTICS LAND INVESTMENT, LLC,**  
a Delaware limited liability company

By Melissa Perignat  
Melissa Perignat (Feb 16, 2025 12:38 EST)  
Name: Melissa Perignat  
Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**GATE INFRASTRUCTURE, LLC,** a  
Georgia limited liability company

By \_\_\_\_\_  
Name: Melissa Perignat  
Title: Authorized Signatory

Address:  
1776 Peachtree Street, NW, Suite 220S  
Atlanta, GA 30309

Email: MPerignat@tpa-grp.com

**BESSEMER, ALABAMA**

By   
Name: Kenneth E. Gulley  
Title: Mayor

Address: 1700 Third Avenue North  
Bessemer, Alabama

Attn: Aaron Killings  
Email: killings@killingspoe.com

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**GATE INFRASTRUCTURE, LLC, a**  
Georgia limited liability company

By \_\_\_\_\_  
Name: Melissa Perignat  
Title: Authorized Signatory

Address:  
1776 Peachtree Street, NW, Suite 220S  
Atlanta, GA 30309

Email: MPerignat@tpa-grp.com

[\_\_\_\_\_]

By   
Name: Christopher Warren,  
Title: Chief of Staff City of Bessemer

Address: 1700 3<sup>rd</sup> Avenue North

Attn:  
Email: cwarren@bessemeral.org

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**GATE INFRASTRUCTURE, LLC, a**  
Georgia limited liability company

By \_\_\_\_\_  
Name: Melissa Perignat  
Title: Authorized Signatory

Address:  
1776 Peachtree Street, NW, Suite 220S  
Atlanta, GA 30309

Email: MPerignat@tpa-grp.com

[ \_\_\_\_\_ ]

By Daniel R. Mayfield  
Name: Daniel R. Mayfield, EEFS Company  
Title: Vice President

Address: 1930 2<sup>nd</sup> Avenue North, Suite 150  
Bessemer, Alabama 35020

Attn:  
Email: dmayfield@eefs-eng.com

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**GATE INFRASTRUCTURE, LLC,** a  
Georgia limited liability company

By \_\_\_\_\_  
Name: Melissa Perignat  
Title: Authorized Signatory

Address:  
1776 Peachtree Street, NW, Suite 220S  
Atlanta, GA 30309

Email: MPerignat@tpa-grp.com

**BESSEMER, ALABAMA**

By  \_\_\_\_\_  
Name: Aaron Killings  
Title: City Attorney

Address: 1817 Third Avenue North  
Bessemer, Alabama

Attn: Aaron Killings  
Email: killings@killingspoe.com

**FIRST AMENDMENT TO MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY  
AGREEMENT**

This FIRST AMENDMENT TO MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "***Amendment***") is made and entered on February \_\_\_\_\_, 2026 (the "***Effective Date***"), by and between **LOGISTICS LAND INVESTMENT, LLC**, a Delaware limited liability company ("***LLI***"), and **THE CITY OF BESSEMER**, a municipal corporation in the State of Alabama ("***CITY***") (collectively, the "***Parties***" and each a "***Party***").

**RECITALS**

A. **WHEREAS**, LLI and City are parties to that certain Mutual Non-Disclosure and Confidentiality Agreement dated February 5, 2025 (the "***Agreement***"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

B. **WHEREAS**, LLI and City desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, LLI and City agree as follows:

1. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, the Parties hereby acknowledge and agree that:

- a. Confidential Information shall also include all non-public, confidential, or proprietary information disclosed before, on, or after the Effective Date by a Disclosing Party's Representative.
- b. Representatives shall also include prospective end users and/or operators of the project.
- c. The identity of the parties involved, including the identity of any Representatives, shall be included in the definition of Confidential Information.

2. **Exclusions from Confidential Information.** The following shall be added as a new paragraph under the current Section 2(d):

"Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that Representatives may from time to time attend meetings and/or gatherings related to the Purpose either in person or by telephonic or virtual conference. Such attendance by any Representative and the resulting disclosure of the identity of any such Representative to the other Party, shall not be deemed to exclude the identity of the parties involved, including, without limitation, the identity of any such Representative or the fact of such Representative's involvement in the Purpose, from the protections afforded to Confidential Information under this Agreement."

3. **Governing Law, Jurisdiction, and Venue.** Section 15 of the Agreement shall be deleted in its entirety and replaced by the following:

“15. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Alabama. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted in the federal courts of the United States or the courts of the State of Alabama.”

4. Miscellaneous. Except as herein amended, the Agreement shall remain in full force and effect as originally written. This Amendment shall be binding upon and shall inure to the benefit of LLI and City and their respective successors and assigns, and shall be governed by Alabama law. Each Party hereto represents to the other Party hereto that such Party has the full right and authority to enter into this Amendment without the consent or approval of any other person, entity or court. This Amendment may be executed in any number of counterparts, each of which will constitute an original but all of which, taken together, will constitute but one and the same instrument. To facilitate execution of this Amendment, the Parties may execute by electronic signature (e.g. DocuSign) and exchange telefaxed or e-mailed counterparts of the signature pages and such counterparts will serve as originals.

**[Signature page follows]**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of the Effective Date.

**LLI:**

**LOGISTICS LAND INVESTMENT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**CITY:**

**THE CITY OF BESSEMER,**  
a municipal corporation in the state of Alabama

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of the Effective Date.

**LLI:**

**LOGISTICS LAND INVESTMENT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**CITY:**

**THE CITY OF BESSEMER,**  
a municipal corporation in the state of Alabama

By:   
Name: Kenneth E. Crutley  
Title: Mayor

[Signature Page to Mutual Non-Disclosure and Confidentiality Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of the Effective Date.

**LLI:**

**LOGISTICS LAND INVESTMENT, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**CITY:**

**THE CITY OF BESSEMER,**  
a municipal corporation in the state of Alabama

By: Christopher Warren  
Name: Christopher Warren  
Title: Chief of Staff

[Signature Page to Mutual Non-Disclosure and Confidentiality Agreement]