

**CITY OF ANNISTON
SEPTEMBER 8, 2015
5:30 P.M.**

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
- **STAFF ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. RECEIVE INFORMAL PUBLIC COMMENTS

Informal Public Comment – Speaker Protocol

The City of Anniston believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. This opportunity to address City Council may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Anniston, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agenda matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

II. RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

The City of Anniston has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Anniston requires that individuals who desire to formally address City Council to submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on an upcoming meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal **“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the second and fourth Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or email and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager or from the City’s website www.anniston.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred, at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised that the mere completion of a request form does not entitle the speaker to be added to the agenda.

III. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council’s time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

- (a) To hear public comments regarding the proposed FY 2016 General Fund Budget.

IV. UNFINISHED BUSINESS – None

V. CONSENT AGENDA

- (a) Resolution authorizing the City Manager to enter into an Agreement on behalf of the Anniston Calhoun County HOME Consortium with Northeast Alabama Community Development Corporation.
- (b) Motion to approve an amendment to the Personnel Policies and Procedures Manual: Section "Employee Conduct and Discipline" "Conduct, activities, speech, participation or membership in events, associations or groups that advocate, promote or condone hate, violence, or invidious prejudice against individuals or groups based on race, color, religion, national origin, sex, sexual orientation, age or disability may reflect negatively and bring criticism upon the city as a whole. An employee is subject to corrective action, including the possibility of termination from his or her employment, when such conduct, activities, speech, participation or membership impedes the performance of his or her duties or interferes with the operation and efficiency of the City."
- (c) Evaluation of bids for work jeans, tee shirts, jackets and coveralls for PARD and Public Works employees.
- (d) Evaluation of bids for the lease/purchase of two (2) commercial grade zero turn mowers and one (1) spreader for Cane Creek Golf Course. Sixty (60) month lease with a dollar buyout at lease end.

VI. RESOLUTIONS

- (a) Authorizing an amendment to the Special Project Development Agreement by the City of Anniston and Anniston I, LLC.

VII. OTHER ADDITIONAL OR FURTHER MATTERS THAT MAY COME BEFORE COUNCIL

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

8/10/2015

Anniston, Alabama
August 10, 2015

The City Council of the City of Anniston, Alabama, met in Special Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, August 10, 2015, at approximately 5:37 o'clock p.m.

Elder Gaines prayed the Invocation.

Elder Gaines led the Pledge of Allegiance to the Flag.

Mayor Stewart called the meeting to order. On call of the roll the following Council Members were found to be present: Council Members Jenkins, Reddick, Selase, Harris and Stewart; absent: none. A quorum was present and the meeting opened for the transaction of business.

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Selase made a motion to adopt the agenda. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Harris reintroduced and read Ordinance Number 15-O-11 as follows:

(15-O-11, amending Article II of Chapter 34 of the City Code regulating Health, Safety and Sanitation; second reading)

Council Member Harris made a motion for the passage and adoption of Ordinance Number 15-O-11 as reintroduced and read. The motion was seconded by Council Member Jenkins;

Council Member Reddick stated he would like to read the Void for Vagueness Doctrine into the minutes: "A doctrine derived from the due process clause of the Fifth and Fourteenth Amendments to the U.S. Constitution that requires criminal laws to be drafted in language that is clear enough for the average person to comprehend. If a person of ordinary intelligence cannot determine what persons are regulated, what conduct is prohibited, or what punishment may be imposed under a particular law, then the law will be deemed unconstitutionally vague. The U.S. Supreme Court has said that no one may be required at peril of life, liberty, or property to speculate as to the meaning of a penal law. Everyone is entitled to know what the government commands or forbids. The void for vagueness doctrine advances four underlying policies. First, the doctrine encourages the government to clearly distinguish conduct that is lawful from that which is unlawful. Under the Due Process Clauses, individuals must be given adequate notice of their legal obligations so they can govern their behavior accordingly. When individuals are left uncertain by the wording of an imprecise statute, the law becomes a standardless trap for the unwary. Second, the void for vagueness doctrine curbs the arbitrary and discriminatory enforcement of criminal statutes. Third, the void for vagueness doctrine discourages judges from

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attempting to apply sloppily worded laws. Like the rest of society, judges often labor without success when interpreting poorly worded legislation. A fourth reason for the void for vagueness doctrine is to avoid encroachment on First Amendment freedoms, such as freedom of speech and religion. Because vague laws cause uncertainty in the minds of average citizens, some citizens will inevitably decline to take risky behavior that might land them in jail. When the vague provisions of a state or federal statute deter citizens from engaging in certain political or religious discourse, courts will apply heightened scrutiny to ensure that protected expression is not suppressed.” He stated he did not think this ordinance was clearly defined enough to pass the void for vagueness doctrine critique. He stated he did not think this ordinance would survive a court challenge.

On call of the roll on Council Member Harris’ motion for the passage and adoption of Ordinance Number 15-O-11 as reintroduced and read and Council Member Jenkins’ second to said motion the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: Council Member Reddick. The motion carried and Ordinance Number 15-O-11 was passed and adopted.

Council Member Jenkins introduced and read Ordinance Number 15-O-12 as follows:

(15-O-12, declaring as surplus certain City property and authorizing disposal of the same; Anniston Inn Kitchen; first reading)

Council Member Jenkins made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-O-12 as introduced and read. The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; abstentions: Council Member Reddick. The motion failed.

Council Member Reddick introduced and read Resolution Number 15-R-123 as follows:

(15-R-123, adopting the 2015 Annual Action Plan and budget for the City’s CDBG program and the Anniston/Calhoun County HOME Consortium’s HOME program)

Council Member Reddick made a motion for the passage and adoption of Resolution Number 15-R-123 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Resolution Number 15-R-123 was passed and adopted.

Council Member Selase made a motion to approve an addition to the Wrecker Rotation to include Taylor Automotive LLC for large vehicles. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

There being no further business to come before the meeting at that time Council Member Selase made a motion the meeting be adjourned. The motion was seconded by Council Member

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Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 5:54 o'clock p.m.

8/17/2015

Anniston, Alabama
August 17, 2015

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, August 17, 2015, at approximately 5:29 o'clock p.m.

Council Member Jenkins prayed the Invocation.

Council Member Jenkins led the Pledge of Allegiance to the Flag.

Mayor Stewart called the meeting to order. On call of the roll the following Council Members were found to be present: Council Members Jenkins, Reddick, Selase, Harris and Stewart; absent: none. A quorum was present and the meeting opened for the transaction of business.

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Selase made a motion to waive the reading of the minutes of July 20, 2015 and July 27, 2015. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Reddick made a motion to approve the minutes of July 20, 2015 and July 27, 2015. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Selase made a motion delete from the agenda the Board Confirmation hearing for Roy Goodson, Downtown Development Authority, and the resolution (d) of the Consent Agenda appointing Roy Goodson to the Downtown Development Authority and to remove from the Consent Agenda and place in the Motions Section motions (h) and (i) a motion concerning a Club Liquor application and a motion concerning a PUD and to add a motion suspending the Council Meeting date rule and to adopt the agenda as amended. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Linda Bolton addressed the Council and stated many of the people present were concerned that they were going to close the Wiggins Community Center and they wanted to know why.

Rodney Fomby, 1600 Crane Avenue, addressed the Council concerning the Wiggins Community Center and stated that it was a family center. He stated they needed to look at the Wiggins Community Center from a family viewpoint.

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Rodney Fomby II, 1600 Crane Avenue, addressed the Council concerning the Wiggins Community Center and stated that the center and Carol Bush were important to the community.

Pam Scales addressed the Council concerning the Wiggins Community Center and stated that the center had youth athletic programs, theatrical programs and academic programs.

Steven Folks, Parks and Recreation Director, addressed the Council and stated the proposal was never to close Wiggins Community Center. He stated they planned to continue to operate Wiggins Community Center but just not with the current staffing level.

Shea McNeal addressed the Council and stated Carol Bush was a great center director and really cared about the kids.

Mayor Stewart announced that was the time for the public hearing concerning the abatement of identified public nuisances at the following locations: 809 Sugarloaf Lane, 200 Blue Mountain Road, 327 E. 3rd Street, 3921 Lee Drive, 2613 Moore Avenue, 1415 E. 11th Street, 2006 Moore Avenue, 1914 Harris Avenue, 2005 Legrande Avenue, 205 McArthur Drive, 14 E. 26th Street, 2825 Noble Street, 3007 Gurnee Avenue and 29 W. 30th Street; declared the hearing open and asked if anyone wished to address the Council concerning the abatement of identified public nuisances at said locations.

No one addressed the Council concerning the abatement of identified public nuisances at said locations.

Mayor Stewart declared the public hearing concerning the abatement of identified public nuisances at the following locations: 809 Sugarloaf Lane, 200 Blue Mountain Road, 327 E. 3rd Street, 3921 Lee Drive, 2613 Moore Avenue, 1415 E. 11th Street, 2006 Moore Avenue, 1914 Harris Avenue, 2005 Legrande Avenue, 205 McArthur Drive, 14 E. 26th Street, 2825 Noble Street, 3007 Gurnee Avenue and 29 W. 30th Street; closed.

Mayor Stewart announced that was the time for the public hearing regarding a Club Liquor – Class II license application for Indian Oaks Community Golf Course Inc. d/b/a Indian Oaks Golf Club, declared the hearing open and asked if anyone wished to address the Council either in favor of or in opposition to a Club Liquor – Class II license application for Indian Oaks Community Golf Course Inc. d/b/a Indian Oaks Golf Club.

No one addressed the Council either in favor of or in opposition to a Club Liquor – Class II license application for Indian Oaks Community Golf Course Inc. d/b/a Indian Oaks Golf Club.

Mayor Stewart declared the public hearing regarding a Club Liquor – Class II license application for Indian Oaks Community Golf Course Inc. d/b/a Indian Oaks Golf Club closed.

Council Member Reddick made a motion to approve the Consent Agenda items listed below:

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(a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.

(b) Resolution over-ruling objections to the abatement of identified nuisances. (Group 2015-03 Pools & Group 2015-05 Grass & Debris)

(c) Resolution declaring various vehicles and pieces of equipment as surplus and authorizing their sale. (APD Vehicle)

(d) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for R and V Enterprises LLC d/b/a Annies Quintard located at 720 Quintard Avenue.

(e) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for V and R Enterprises LLC d/b/a Quintard Quick Market located at 1731 Quintard Avenue.

(f) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for MMUSA LLC d/b/a Express Mart 4 located at 1601 Front Street.

The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins reintroduced and read Ordinance Number 15-O-12 as follows:

(15-O-12, declaring as surplus certain City property and authorizing disposal of the same; Anniston Inn Kitchen; second reading)

Council Member Jenkins made a motion for the passage and adoption of Ordinance 15-O-12 as reintroduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 15-O-12 was passed and adopted.

Council Member Jenkins made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 15-O-13. The motion was seconded by Council Member Reddick.

Mayor Stewart asked if anyone wished to address the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 15-O-23.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 15-O-13.

On call of the roll on Council Member Jenkins' motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 15-O-13 and Council Member Reddick's second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

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Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 15-O-13, Council Member Jenkins introduced and read by title Ordinance Number 15-O-13 as follows:

(15-O-13, abolishing the Anniston Museum Complex Board)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-O-13 as introduced and read by title. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been granted for the immediate consideration of Ordinance Number 15-O-13 as introduced and read by title, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 15-O-13 as introduced and read by title. The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 15-O-13 was passed and adopted.

Council Member Jenkins introduced and read Resolution Number 15-R-127 as follows:

(15-R-127, authorizing the submission of a grant application to the Alabama State Council on the Arts)

Council Member Jenkins made a motion for the passage and adoption of Resolution Number 15-R-127 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Resolution 15-R-127 was passed and adopted.

Council Member Harris made a motion to approve a Club Liquor – Class II application for Indian Oaks Community Golf Course Inc., d/b/a Indian Oaks Golf Club located in the police jurisdiction at 201 Cherokee Trail. The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, and Harris; nays: none; abstentions: Mayor Stewart. The motion carried.

Council Member Selase made a motion to approve the Site Development Plan for the Planned Unit Development (PUD) for Hillside Cottages as recommended by the Anniston Planning Commission. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Reddick, Selase, Harris and Stewart; nays: none; abstentions: Council Member Jenkins. The motion carried.

Council Member Jenkins made a motion to suspend the rule requiring the City Council to meet on the first Monday of September, 2015, and to schedule a City Council meeting for Tuesday, September 8, 2015, at 5:30 p.m. in the City Council Chambers. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

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Council Member Harris thanked everyone for coming to the meeting. She thanked the Right Place for all they do for the homeless. She stated that Wiggins Community Center was not being closed and the after school programs there would continue.

Council Member Reddick stated they should listen to public. He stated that Wiggins Community Center was not the center that was losing the most money or the least productive. He stated it was unfair to put Wiggins on the chopping block. He stated it took years to get the City to support the needy and the poor and now they were cutting all the outreach funding. He stated that funding to some departments had increased but they could not find \$50,000 for Wiggins or money for the poor and needy.

There being no further business to come before the meeting at that time Council Member Selase made a motion the meeting be adjourned. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 6:21 o'clock p.m.

CONSENT AGENDA

RESOLUTION NUMBER 15-R- ____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE ANNISTON CALHOUN COUNTY HOME CONSORTIUM WITH NORTHEAST ALABAMA COMMUNITY DEVELOPEMENT CORPORATION

WHEREAS, the Anniston Calhoun County HOME Consortium Board has approved the allocation of \$35,236.17 of 2012 funds, \$63,752.83 of 2013 funds, \$51,929.00 of 2014 funds and \$29,782.00 of 2015 funds for a total of \$180,700.00 of HOME funds to Northeast Alabama Community Development Corporation a CHDO, under the HOME Program for the rehabilitation of units located at 1810/1812 and 1814/1816 Rocky Hollow Road to be used for affordable housing in accordance with HOME regulations and the demolition of 624 Jewell Street to create dedicated parking for said affordable housing; and

WHEREAS, the City of Anniston has been authorized to act in a representative capacity as the lead agency for all members of the Anniston Calhoun County HOME Consortium; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Anniston, Alabama, that the City Manager is hereby authorized to sign the agreement and all the documentation relating to the agreement between the Anniston Calhoun County HOME Consortium and Northeast Alabama Community Development Corporation.

PASSED AND ADOPTED this ____ day of _____, 2015

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

9/8/2015

FACT SHEET

SUBJECT: Evaluation of bids for work jeans, tee shirts, jackets and coveralls for Public Works and PARD employees.

FACTS: This is a budgeted General Fund expenditure.

VENDORS SUBMITTING BIDS

Work Jeans

Tangibles \$22.00/ea

Tee Shirts

Tangibles \$11.00/ea

Jackets

Tangibles \$56.00/ea

Coveralls

Tangibles \$72.00/ea

At Work Uniforms No Response

Brown and Bigelow No Response

Unifirst No Response

Terry's Uniform & Screenprinting No Response

RECOMMENDATION: The bid should be awarded to Tangibles at the above stated prices.

BID SCHEDULE

<u>Item#</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Wrangler 100% heavy weight Cotton denim work jean, First quality, in the sizes, styles and quantities below:			
	Total quantity	260	pair	
	Relaxed fit			\$ _____ pr
	Regular/Classic fit, boot cut			\$ _____ pr
	30 x 32	4pr	31 x 32	4 pr
	32 x 30	12 pr	33 x 30	4 pr
	33 x 32	12 pr	33 x 34	4 pr
	34 x 30	4 pr	34 x 32	12 pr
	34 x 34	12 pr	34 x 36	4 pr
	36 x 29	4 pr	36 x 30	20 pr
	36 x 32	16 pr	36 x 36	8 pr
	36 x 34	4 pr	38 x 29	4 pr
	38 x 30	12 pr	38 x 32	40 pr
	38 x 34	8 pr	40 x 32	12 pr
	40 x 34	8 pr	42 x 32	28 pr
	44 x 30	8 pr	46 x 28	4 pr
	46 x 30	8 pr	48 x 30	4 pr

BIDDING ON:

MFG: _____

BRAND: _____

STYLE #: _____

DELIVERY: _____ Calendar days from date of order.

<u>Item#</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
2.	Tee Shirt, 100% Cotton, 6.1 oz., with pocket , Hanes Beefy-T or equal First quality, in the following Sizes and colors:	244	ea	\$ _____	\$ _____

Cardinal with white screen print emblem:

Medium	4 ea
Large	28 ea
Xlarge	72 ea
XXlarge	36 ea
XXXlarge	44 ea
2XL Long	8 ea

Light Steel with black screen print emblem:

Medium	20 ea
Xlarge	12 ea
XXlarge	16 ea
XXXlarge	4 ea

BIDDING ON:

MFG: _____

BRAND: _____

STYLE #: _____

DELIVERY: _____ Calendar days from date of order.

Bid Schedule
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<u>Item#</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
3.	Heavy Weight Coat, 12 oz. 100% Cotton Duck Durable Water Resistant Finish Heavy Weight Polyester Fiberfill Insulation Brown, in the Following sizes:	52	ea	\$ _____	\$ _____
	Medium	6 ea			
	Large	4 ea			
	Xlarge	22 ea			
	XXlarge	12 ea			
	XXXlarge	6 ea			
	2XL Long	2 ea			

BIDDING ON:

MFG: _____

BRAND: _____

STYLE #: _____

DELIVERY: _____ Calendar days from date of order.

<u>Item#</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
4.	Coveralls, 12 oz. Durable Water Resistant Finish Heavy Weight Polyester Fiberfill Insulation Brown, in the Following sizes:	19	ea	\$ _____	\$ _____
	Small	1	ea		
	Large	1	ea		
	Xlarge	9	ea		
	XXlarge	6	ea		
	XXXlarge	1	ea		
	2XL Short	1	ea		

BIDDING ON:

MFG: _____

BRAND: _____

STYLE #: _____

DELIVERY: _____ Calendar days from date of order.

FILL IN APPLICABLE BLANK:

Contractor agrees to furnish uniforms of type bid on, if required by the City of Anniston, for a period of one (1) year from date of order at price quoted in the Invitation for Bid.

YES _____ NO _____

Contractor agrees to furnish uniforms of type bid on, if required by the City of Anniston, for a period of one (1) year from date of order at price quoted in the Invitation for Bid plus _____ percent.

9/8/2015

FACT SHEET

SUBJECT: Evaluation of bids for the lease/purchase of two (2) commercial grade zero turn mowers and one (1) spreader for Cane Creek Golf Course. Sixty (60) month lease with a dollar buyout at lease end.

FACTS: This is a General Fund expenditure.

VENDORS SUBMITTING BIDS

Piedmont Outdoor	Purchase Price - \$26,900.00	\$570.28/mo.
Beshears Tractor & Equipment	Purchase Price - \$25,499.00	\$517.32/mo.
Snead Ag Supply		No Bid
Heavy Machinery & Tractor Co.		No Bid
Talladega International Tractor		No Response
Valley Farm Tractor		No Response

RECOMMENDATION: The low bidder, Beshears Tractor and Equipment, did not provide a bid bond check as required. The bid should be awarded to Piedmont Outdoor in the total amount of \$570.28/month for 60 months with a \$1.00 buyout.

BID SCHEDULE

The City of Anniston will accept proposals for the lease-purchase of two (2) Commercial Grade Zero Turn Mowers and one (1) Fertilizer Spreader. Any equipment to be provided must meet or exceed the specifications of the listed equipment. ALL BIDDERS must submit descriptive literature with the exact specifications of the equipment they propose to furnish. Bids received without the required descriptive literature will be considered non-responsive and will not be considered for award. The City of Anniston will determine if any proposed equipment meets the required specifications.

Terms of the lease-purchase will be for 60 months (5 years) with a \$1.00 buyout at the end of the lease (the City of Anniston will own the equipment at the end of the lease).

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Term</u>	<u>Total Price/month</u>
1.	Zero Turn Mowers Commercial Grade Rugged Terrain To meet the following Specifications:	2	each	60 mos.	\$ _____

Zero Turn Mower Specifications

Engine: 26 HP, diesel, 3600 rpm, minimum
 Transmission: Two hydro-gear 21 cc/rev pumps, minimum
 Zero Turn Radius
 72" Deck, minimum, full floating with rear discharge and mulch option
 Height of cut: 1" to 5.0", in 1/4" increments
 Deck Lift: Foot or hand controlled lift changing cutting heights
 Heavy duty steel commercial deck, minimum
 Steering and Motor Control: Hydraulic dampened twin levers, adjustable front and back, adjustable dampeners to customize drive
 Blade Spindles: No maintenance, sealed and greasable

Fertilizer Spreader Specifications

3 Point Hitch
 PTO Driven
 800 Pound Capacity
 50 to 65 Foot Broadcast Radius
 Metal Construction

Please include the cost of the one (1) Fertilizer Spreader in the Total Price per Month of the two (2) Zero Turn Mowers.

INSTRUCTIONS TO BIDDERS

1. **BID BONDS:** Each bidder shall submit with his bid, a BID BOND with good and sufficient surety or sureties acceptable to the City of Anniston, or Bid BOND may be in the form of a Firm Commitment, such as a postal money order, certified check, cashier's check, etc. Bid Guarantees other than Bid BONDS will be returned (a) to unsuccessful bidders as soon as practical after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. FAILURE TO FURNISH A BID BOND IN THE PROPER FORM AND AMOUNT BY THE TIME SET FOR OPENING OF BIDS WILL CAUSE REJECTION OF THE BID. Bid Guarantee shall be in the amount of five percent (5%) of the bid price or \$100,000.00 whichever is lesser. The Bid Bond Penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.
2. Bidders should carefully examine the specifications and fully inform themselves as to all the conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications or other documents or should he be in doubt as to the meaning, he should at once notify the Purchasing Agent and obtain clarification prior to submitting a bid.
3. Bids submitted for vehicles must include all vehicle registration costs.
4. The City of Anniston reserves the right to accept or reject any or all bids or any portion thereof.

RESOLUTIONS

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF ANNISTON, ALABAMA**

**[Approval of an Amendment to that Special Project Development Agreement
by the City of Anniston and Anniston I, LLC]**

The City Council of the City of Anniston met in regular public session at the City Meeting Center at 1615 Noble Street in the City of Anniston, Alabama, at 5:30 p.m. on September 8, 2015.

The meeting was called to order by the Councilmember at Large (Mayor), and the roll was called with the following results:

Present: Vaughn Stewart, Councilmember at Large (Mayor)
 Jay Jenkins
 David Reddick
 Seyram Selase
 Millie Harris

Absent: _____

The City Clerk, Alan Atkinson, and the City Manager, Brian Johnson, were also present.

The Councilmember at Large (Mayor) stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Councilmember _____ introduced in writing and read by title Resolution No. _____, A
RESOLUTION AUTHORIZING AN AMENDMENT TO THE SPECIAL PROJECT DEVELOPMENT
AGREEMENT BY THE CITY OF ANNISTON, ALABAMA AND ANNISTON I, LLC

RESOLUTION NO. 15-R-____

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE SPECIAL PROJECT
DEVELOPMENT AGREEMENT
BY THE CITY OF ANNISTON, ALABAMA
AND
ANNISTON I, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF ANNISTON, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Anniston I, LLC (the "Owner") have heretofore executed and delivered that certain Special Project Development Agreement dated as of November 1, 2007 (the "Original Development Agreement"), for the purposes referenced therein.

(b) Pursuant to the terms of the Original Development Agreement, the City issued its Limited Obligation Special Project Revenue Warrant, Series 2007 (the "Warrant"), to the Owner.

(c) The Municipality and the Owner now desire to execute and deliver that certain First Amendment to Special Project Development Agreement (the "Amendment") to amend the Original Development Agreement to provide for the following changes: (i) to increase the amount of the Municipality's obligations under the Original Development Agreement and (ii) to extend the term of the Municipality's obligations under the Original Development Agreement.

(d) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 to the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(e) The Municipality is authorized under Amendment No. 772 to incur indebtedness in principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(f) The Project Area, as defined in the Original Development Agreement, is a development within the Municipality consisting primarily of commercial facilities, within the meaning of Amendment No. 772.

(g) Pursuant to, and for the purposes of, Section (a)(3) of Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Project Area, and for such purposes to amend the terms of the Warrant to increase the principal amount thereof from \$2,500,000 to \$6,500,000, pursuant to the terms of the Amendment, as authorized and described herein.

(h) The expenditure of public funds for the purposes specified in the Original Development Agreement and the Amendment will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(i) (1) On August 30, 2015, the Municipality caused to be published in The Anniston Star, which newspaper has the largest circulation in the Municipality, the notice required by Section (c)(2) to Amendment No. 772, a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE
OF
PUBLIC MEETING
OF
CITY COUNCIL OF ANNISTON, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Anniston, Alabama (the "City") will meet in public session at 5:30 p.m. on September 8, 2015 at City Meeting Center in the City of Anniston, Alabama for the purpose of considering the transaction of business that may properly come before the Council such business to include, but not be limited to, the following:

1. The authorization by the Council, pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of that certain First Amendment (the "Amendment") to that certain Special Project Development Agreement (the "City Agreement") by the City and Anniston I, LLC, dated the date of delivery, pursuant to which certain terms of the City Agreement and the City's Limited Obligation Special Project Revenue Warrant (the "City Warrant") issued under the City Agreement will be amended and restated. The terms of the Amendment would increase the principal amount of the City Warrant from \$2,500,000 to \$6,500,000, and extend the term of the City Agreement (and the City's obligations thereunder) from 15 years to 20 years. Anniston I, LLC acquired the City Warrant in 2007 and is the current holder of the City Warrant. Anniston I, LLC has directed the City to issue the amended and restated City Warrant to Anniston II, LLC, an Alabama limited liability company with the same membership as Anniston I, LLC.

2. The proceeds of the City Warrant shall be granted to and in aid of Anniston II, LLC, for the purpose of promoting the economic development of the City, in consideration of the acquisition and construction by Anniston I, LLC of capital improvements of commercial and related facilities in the Project Area (as defined in the City Agreement and consisting generally of certain real property located on the south west corner of "P" Street and South Quintard Avenue in the City of Anniston), including without limitation the following:

- (i) capital improvements to parking lots, including resurfacing, landscaping and lighting;
- (ii) demolition of blighted buildings;
- (ii) screens of mature vegetation; and
- (iii) other capital improvements as determined by Anniston I, LLC.

3. None of these properties will be owned by the City unless dedicated to the City under generally applicable public laws and Anniston I, LLC is not constructing the same on behalf of the City.

4. The City seeks to achieve, by undertaking its obligations pursuant to the Amendment and the Resolution, to promote the local economic and industrial development of the City by providing capital improvements in and for the benefit of

the Project Area for use by users and operators of commercial and service facilities in the Project Area, and to increase employment in the City, to increase the tax and revenue base of the City.

5. The business entities to whom or for whose benefit the City propose to lend its credit or grant public funds or thing of value are Anniston I, LLC, Anniston II, LLC and the users and operators of commercial and service facilities in the Project Area.

6. All interested persons may examine and review the City Agreement, Resolution, and all relevant documents pursuant to which the City Warrant are to be issued and secured, and make copies thereof at personal expense, at the offices of the Council during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the Council at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(i) (1) The assessed valuation of the taxable property in the Municipality (excluding motor vehicles) for the preceding fiscal year (ending September 30, 2014 and on the basis of which taxes became due and payable on October 1, 2014) was not less than \$256,889,500.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended (which indebtedness does not include the Warrant), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section (a)(4) to Amendment No. 772 (which indebtedness does not include the Warrant), is not more than fifty percent of said assessed valuation.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Original Development Agreement and the Amendment, and

(b) the terms and provisions of the Amendment, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of the Amendment as hereinafter provided:

**FIRST AMENDMENT TO
SPECIAL PROJECT DEVELOPMENT AGREEMENT**

Dated September __, 2015

by

CITY OF ANNISTON, ALABAMA

and

ANNISTON I, LLC



**Barry A. Staples
Maynard, Cooper & Gale, PC
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203**

SPECIAL PROJECT DEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO SPECIAL PROJECT DEVELOPMENT AGREEMENT** is made and entered as of September __, 2015 by the **CITY OF ANNISTON, ALABAMA**, an Alabama municipal corporation (the "**Municipality**"), and **ANNISTON I, LLC** (the "**Owner**").

Recitals

The Municipality and the Owner have heretofore delivered that certain Special Project Development Agreement dated as of November 1, 2007 (the "**Original Development Agreement**") for the purposes referenced therein.

The Municipality and the Owner have delivered this Agreement to amend (i) the amount of the Municipality's obligations under the Original Development Agreement and (ii) the term of the Municipality's obligations under the Original Development Agreement.

It is the Owner's continued expectation and intention to expand and increase the tax and revenue base of the Municipality by development of the within referenced Project Area for use by commercial and service facilities of any kind.

The Municipality has agreed to provide the Owner, as provided herein, the increased Project Sales Tax Payments.

Pursuant to the applicable laws of the State of Alabama referenced herein, for the purposes referenced herein and for the benefit of the owner of the within referenced Warrant, the Municipality and the Owner have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the Municipality and the Owner hereby covenant and agree as follows:

ARTICLE 1

Recitals; Definitions

- (a) The Recitals hereto are incorporated herein and made a part hereof by this reference thereto.
- (b) Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Original Development Agreement.

ARTICLE 2

Amendment of Original Development Agreement

SECTION 2.01 Amendment of Article 1 of the Original Development Agreement

(a) The Municipality and the Owner hereby amend Article 1 of the Original Development Agreement by deleting the following defined terms:

- (i) Termination Date, and
- (ii) Total Municipality Tax Commitment.

(b) The Municipality and the Owner hereby amend Article 1 of the Original Development Agreement by adding thereto the following defined terms:

- (i) **Anniston Market** shall mean the corporate limits and police jurisdiction of the Municipality.
- (ii) **Termination Date** shall mean the first to occur of (i) the twentieth (20th) anniversary of the Payment Period Commencement Date or (ii) Quarterly Payment Date on which the Municipality shall have paid as Project Sales Tax Payments an aggregate amount not less than the Total Municipality Tax Commitment.
- (iii) **Total Municipality Tax Commitment** shall mean the amount of Six Million Five Hundred Thousand Dollars (\$6,500,000).

SECTION 2.02 Amendment and Restatement of Warrant

(a) To further provide for the amendment of the Total Municipality Tax Commitment, the Municipality and the Owner hereby amend and restate the Warrant in the form and of content as the form of warrant attached to this Amendment as Exhibit A.

(b) The Municipality shall issue the Warrant to Anniston II, LLC at the direction of the Owner.

ARTICLE 3

Agreements and Representations of the Owner

SECTION 3.01 Lease, Demising, Sale, Transfer, Conveyance or Grant to Existing Business

(a) Without the prior, written consent of the Municipality, such consent being given in the Municipality's sole and absolute discretion, the Owner hereby agrees that it shall not lease, demise, sell, transfer, convey or otherwise grant any interest or rights in or to any portion of the Project Area to any entity already located, operating or doing business within the Anniston Market on the date of delivery of this Agreement (an "Existing Business").

(b) Notwithstanding the provisions of Section 3.01(a), the Owner may lease, demise, sell, transfer, convey or otherwise grant any interest or rights in or to any portion of the Project Area to an Existing Business, so long as said Existing Business does not occupy more than 3,500 square-feet of space in any vertical structure located in the Project Area.

(c) Except as permitted in Section 3.01(a) and (b) above, any such lease, demising, sale, transfer, conveyance or grant without the prior, written consent of the Municipality, in its sole and absolute discretion, shall constitute an Event of Default under Article 6 of the Original Development Agreement, as amended hereby. The continuance of such Event of Default for a term longer than the cure period provided in the Original Development Agreement shall be a basis for the Municipality to exercise the remedies available to it under the Original Development Agreement and applicable law, including, without limitation, the rescission of the Original Development Agreement, as amended.

SECTION 3.02 General Representations of the Owner

(a) Notwithstanding the execution of this Agreement, all obligations of the Owner documented in the Original Development Agreement shall remain in full force and effect.

(b) The Owner represents that the organizational documents of the Owner have not been amended since November 1, 2007.

(c) The Owner represents that all representations and warranties contained in the Original Development Agreement are true and correct as of the date hereof (except representations and warranties that are expressly limited to an earlier date).

(d) The Owner represents that no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing.

ARTICLE 4

Ratification and Confirmation of Original Development Agreement

The Original Development Agreement, as hereby amended, is hereby ratified and confirmed in all respects.

ARTICLE 5

General Provisions

The Municipality and the Owner covenant and agree that (1) this instrument has been delivered in, and shall be governed by and construed in accordance with the laws of, the State of Alabama; (b) all covenants, promises and agreements in this instrument contained by or on behalf of the Municipality for the benefit of the Owner shall bind and inure to the benefit of the respective successors and assigns of the Municipality and the Owner; (3) this instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument; and (4) if any provision in this instrument shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or in any way impaired thereby.

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Owner has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF ANNISTON, ALABAMA

SEAL

By _____
Mayor

ATTEST: _____
City Clerk

ANNISTON I, LLC

By: _____ (L.S.)

EXHIBIT A
Form of Warrant

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 4(2) OF SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF ANNISTON
LIMITED OBLIGATION SPECIAL PROJECT REVENUE WARRANT
SERIES 2007**

No. R-1

DATED DATE:

November 1, 2007

MATURITY DATE:

Termination Date

The CITY OF ANNISTON, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Issuer"), for value received, hereby acknowledges itself indebted to

ANNISTON II, LLC

or registered assigns (collectively the "Owner") in the principal amount of

**SIX MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$6,500,000)**

and hereby orders and directs the Treasurer of the Issuer to pay to the Owner, solely from the Project Sales Tax Payments deposited in the Series 20007 Warrant Fund hereinafter designated, said principal amount, without interest, on each Quarterly Payment Date, until and including the first to occur of (i) payment in full of the principal amount hereof or (ii) the Maturity Date specified above.

Authority for Issuance

This Warrant is issued pursuant to the authority of the Constitution and laws of the State of Alabama, including particularly and without limitation Amendment 772 to the Constitution of Alabama of 1901, as amended, and Section 11-47-2, of the Code of Alabama 1975 (collectively the "Enabling Law"), and that certain Special Project Development Agreement dated the above Dated Date, as amended by that certain First Amendment to Special Project Development Agreement dated September __, 2015 (the "Agreement"), by the Issuer and Anniston I, LLC.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Owner, by acceptance of this Warrant, assents and agrees to be bound.

Payment

Payment of this Warrant shall be made to or as directed by the Owner; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to the Issuer for cancellation.

Each payment of principal made on this Warrant shall be reflected by the notations made by the Issuer on its internal records (which may be kept by computer or by other means determined by the Issuer) and the Issuer is hereby authorized so to record thereon all such payments. All payments of principal on this Warrant and the aggregate unpaid principal amount of this Warrant reflected on the internal records of the Issuer (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid.

All payments of principal of this Warrant by the Issuer shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Issuer upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this Warrant shall be made only to or upon the order of the Owner hereof or his legal representative, and neither the Issuer nor any agent of the Issuer shall be affected by any notice to the contrary.

Security

This Warrant is a limited obligation of the Issuer payable solely from the Project Sales Tax Payments as provided in the Agreement.

The Project Sales Tax Payments are hereby pledged to the payment, and for the benefit, of this Warrant, subject to (i) all prior pledges of the Municipality Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) the law-imposed requirement that, if necessary, there must first be paid from all Municipality Sales Tax Proceeds (including without limitation the Project Sales Tax Payments) the legitimate and necessary governmental expenses of operating the Municipality.

This Warrant shall never constitute a charge against the general credit or taxing powers of the Issuer within the meaning of any constitutional provision or statutory limitation whatsoever.

The Issuer has established a special fund designated "Series 2007 Warrant Fund" (the "Series 2007 Warrant Fund") for the payment of this Warrant and has obligated itself to pay or cause to be paid into the Series 2007 Warrant Fund, solely from the Project Sales Tax Payments, sums sufficient to provide for the payment of this Warrant.

Prepayment and Redemption

The Issuer may, on any date, pay in advance the entire unpaid principal amount of this Warrant or any lesser portion or portions thereof by paying to the Owner the principal amount to be prepaid without premium or penalty.

Registration and Transfer

This Warrant is registered in the name of the Owner on the book of registration maintained for that purpose by the Issuer. This Warrant may be transferred only upon surrender hereof to the Issuer for the transfer, together with the written request of the Owner or his legal representative addressed to the Issuer, and recordation of such transfer on said book of registration and endorsement hereon by the Issuer, and in compliance with Section 7.06 of the Agreement. Upon presentation to the Issuer for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the Issuer, in form of the Assignment attached hereto, duly executed by the Owner or his attorney duly authorized in writing, and the Issuer shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid. The Owner shall pay all expenses of the Issuer in connection with such transfer and any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Issuer in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that this Warrant represents a valid claim against the Warrant Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, the adoption of the resolution approving the Agreement, and the execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this Warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Issuer, acting by and through the City Council of the Issuer, as the governing body thereof, has caused this Warrant to be executed in its name and on its behalf by the Mayor of the Issuer, has caused its corporate seal to be affixed hereto and the same attested by the City Clerk of the Issuer, and has caused this Warrant to be dated the date and year first above written.

CITY OF ANNISTON, ALABAMA

By _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a conditional claim against the City of Anniston, in the State of Alabama, and the Series 2007 Warrant Fund referred to herein, and the Project Sales Tax Payments pledged to the payment hereof.

Treasurer of the City of Anniston, Alabama

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the warrant register of the City of Anniston in the name of the last owner named below. The principal of this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of Issuer</u>
<u>Dated Date</u> _____	<u>Anniston II, LLC</u> _____	_____
_____	_____	_____
_____	_____	_____

**ENDORSEMENT BY ISSUER OF UNPAID
PRINCIPAL ON DATE OF TRANSFER**

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Signature of Authorized Officer of Issuer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named Issuer with full power of substitution in the premises.

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

Section 3. (a) The Mayor is hereby authorized and directed to execute and deliver the Amendment and the amended and restated Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Amendment and to attest the same.

(b) The Mayor and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Amendment and the amendment and restatement of the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Amendment or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Project Development Agreement and the Amendment.

Section 4. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Amendment and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 5. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 6. This resolution shall take effect immediately.

Duly passed and adopted this 8th day of September, 2015.

CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Councilmember

David E. Reddick, Councilmember

Seyram Selase, Councilmember

Millie Harris, Councilmember

Authenticated and attested:

Alan B. Atkinson, City Clerk

After said resolution had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes: Vaughn Stewart, Councilmember at Large (Mayor)
 Jay Jenkins
 David Reddick
 Seyram Selase
 Millie Harris

Nays: None

The Councilmember at Large (Mayor) thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Notice

Approval of Minutes and Waiver of

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the City Council of the City of Anniston, Alabama recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes.

Councilmember at Large (Mayor)

Member of Council

Member of Council

Member of Council

Member of Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA

CALHOUN COUNTY

CERTIFICATE OF CLERK

I, the undersigned, do hereby certify that: (1) I am the duly elected, qualified and acting Clerk of the City of Anniston, Alabama (the "Municipality"), (2) as Clerk of the City of Anniston, Alabama I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council duly held on the 8th of September, 2015, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the above and foregoing notice is a true and correct copy of the notice that was published not less than seven days prior to the date of said meeting; (5) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the City Council on such date, and (6) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City of Anniston, Alabama and have affixed the official seal of the City, this _____ day of September, 2015.

Clerk of the City of Anniston, Alabama

S E A L