

**CITY OF ANNISTON  
JANUARY 3, 2017  
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.al.gov](http://www.anniston.al.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.

## IV. UNFINISHED BUSINESS – None

## **V. CONSENT AGENDA**

- (a)** Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b)** Resolution approving the City of Anniston's participation in the State of Alabama Sales Tax Holiday for Severe Weather Preparedness Items as authorized by Act 2012-256.
- (c)** Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) alcohol license application for Yousef Yaqoub Inc, d/b/a Express Mart 13 located at 1500 Quintard Avenue.
- (d)** Motion that the bid in the total amount of \$24,210.00 by Sunny King Ford for one regular cab pickup truck for the Public Works Department be accepted. (Bid COA2016-B-010)
- (e)** Motion that the bid in the total amount of \$43,716.00 by Sunny King Ford for two regular cab pickup trucks for the Parks and Recreation Department be accepted. (Bid COA2016-B-012)
- (f)** Motion that the bid in the total amount of \$27,582.00 by Sunny King Ford for one super crew cab pickup truck for the Parks and Recreation Department be accepted. (Bid COA2016-B-013)
- (g)** Motion that Motion that the bid in the total amount of \$85,170.00 by Sunny King Ford for three 15 passenger vans for the Parks and Recreation Department be accepted. (Bid COA2016-B-011)
- (h)** Motion to suspend the rule requiring City Council to meet on the 3<sup>rd</sup> Monday of January 2017, and to schedule a City Council meeting for Tuesday, January 17, 2017, at 5:30 p.m. in the City Council Chambers.

## **VI. ORDINANCES**

- (a)** Declaring surplus real property and authorizing conveyance of the same.  
**2<sup>nd</sup> Reading**

## **VII. RESOLUTIONS**

- (a)** Authorizing a Special Project Development Agreement between the City of Anniston, Alabama and Harbert Realty Services, LLC.
- (b)** Authorizing and directing the City Manager to execute a Professional Services Agreement with Retail Strategies.

## **VIII. OTHER ADDITIONAL OR FURTHER MATTERS THAT MAY COME BEFORE COUNCIL**

**COUNCIL COMMENTS**

**ADJOURNMENT**

# MINUTES

12/12/2016

Anniston, Alabama  
December 12, 2016

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, December 12, 2016, at approximately 5:31 o'clock p.m.

Council Member Little prayed the Invocation.

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

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

Kent Davis, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Jenkins made a motion to waive the reading of the minutes of November 21, 2016. The motion was seconded by Council Member Little; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Council Member Reddick made a motion to approve the minutes of November 21, 2016. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

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

Janice Lee addressed the Council and asked about obtaining copies of the City ordinances.

Cynthia Pittman, 721 West 19<sup>th</sup> Street, addressed the Council and stated she had been served a citation concerning her dogs. She stated the dogs were in her yard and well cared for. She stated that a car had been removed from in front of her home and the car had had a sticker placed on it concerning its removal.

Ernest Goggins, 215 East 22<sup>nd</sup> Street, addressed the Council and stated he had received a notice concerning cars in his yard. He stated he used the cars to deliver papers and was trying to find a body for the truck in his yard.

Sean Johnson, 1126 Wynn Court, addressed the Council and stated they all needed to learn to get along and work together. She stated they had started a group called Our Lives Matter. She stated

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she felt Council Member Harris should apologize to the black community. She stated they needed to make this community work.

Angenette Johnson English, 2030 Cobb Avenue, addressed the Council and stated there were a lot of things they needed help with in their community. She stated their group was called Lower Quarters Community and they were trying to establish themselves as a non-profit.

Joan Pope, 31 Diana Hills Road, addressed the Council and stated she had attended the public forum for the Freedom Riders National Monument designation and she was touched by the unity of the people there.

Representative Barbara Boyd, 2222 McDaniel Avenue, addressed the Council and stated she hoped for unanimous consent concerning the ordinance to surplus and convey the bus station property. She stated they needed to continue to work together.

Phyllis Dill addressed the Council and stated she felt Council Member Harris had the best interest of the city at heart.

Ralph Bradford addressed the Council concerning the contract for the City Manager. He asked if the Council had voted on this agreement. He asked if the Mayor got the vote of the Council to sign the agreement. He asked who negotiated the agreement.

Mayor Draper announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (vehicles and debris) at the following locations: 823 and 915 Willow Pointe Drive, 5617, 5719, 5807 and 5811 Woodgate Circle, 1720 Moore Avenue, 1919 Rocky Hollow Road, 222 South Quintard Avenue, 215 E. 22<sup>nd</sup> Street, 1100 Pine Avenue, 2726 Old Quintard, 901 Woodland Court, 2727 Old Quintard, 205 East 28<sup>th</sup> Street, 1523 Walnut Avenue, 921 W. 22<sup>nd</sup> Street, 1719 W. 10<sup>th</sup> Street, 1111 Crawford Avenue, and 1919 Moore Avenue; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances at said locations.

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

Mayor Draper declared the public hearing to hear objections to the proposed abatement of identified nuisances (vehicles and debris) at the following locations: 823 and 915 Willow Pointe Drive, 5617, 5719, 5807 and 5811 Woodgate Circle, 1720 Moore Avenue, 1919 Rocky Hollow Road, 222 South Quintard Avenue, 215 E. 22<sup>nd</sup> Street, 1100 Pine Avenue, 2726 Old Quintard, 901 Woodland Court, 2727 Old Quintard, 205 East 28<sup>th</sup> Street, 1523 Walnut Avenue, 921 W. 22<sup>nd</sup> Street, 1719 W. 10<sup>th</sup> Street, 1111 Crawford Avenue, and 1919 Moore Avenue; closed.

Mayor Draper announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (grass and debris) at the following locations: 3705 Pelham Road, 0 Pike Drive, 3703 Noble Street, 1418 Pine Avenue, 3007 and 2808 Gurnee Avenue, 3025 Moore Avenue, 2220 Noble Street, 234 Rockwood Drive, 1322 Mulberry Avenue, 630 W. 14<sup>th</sup> Street, 416 W. 21<sup>st</sup> Street, 215 Afton Brae, 1309 Kilby Terrace, 1412 McCall Drive,

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422 E. 23<sup>rd</sup> Street, 1307 and 1303 E. 11<sup>th</sup> Street, 2016 Christine Avenue, 213 E. 30<sup>th</sup> Street, 1928 Canterbury Square, 501 E. 23<sup>rd</sup> Street, 2820 Gurnee Avenue and 112 W. 20<sup>th</sup> Street; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances at said locations.

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

Mayor Draper declared the public hearing to hear objections to the proposed abatement of identified nuisances (vehicles and debris) at the following locations: 3705 Pelham Road, 0 Pike Drive, 3703 Noble Street, 1418 Pine Avenue, 3007 and 2808 Gurnee Avenue, 3025 Moore Avenue, 2220 Noble Street, 234 Rockwood Drive, 1322 Mulberry Avenue, 630 W. 14<sup>th</sup> Street, 416 W. 21<sup>st</sup> Street, 215 Afton Brae, 1309 Kilby Terrace, 1412 McCall Drive, 422 E. 23<sup>rd</sup> Street, 1307 and 1303 E. 11<sup>th</sup> Street, 2016 Christine Avenue, 213 E. 30<sup>th</sup> Street, 1928 Canterbury Square, 501 E. 23<sup>rd</sup> Street, 2820 Gurnee Avenue and 112 W. 20<sup>th</sup> Street; closed.

Mayor Draper announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (dangerous structures) at the following location: 5818 McClellan Boulevard – Lenlock Shopping Center; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances at said location.

Larry Crews, owner and managing partner of the Lenlock Shopping LLC, addressed the Council and stated he had hired a company to do an environmental survey of the property. He stated they had owned the property for a few months and they needed more time concerning this property.

Mayor Draper asked if anyone else wished to address the Council concerning the proposed abatement of identified nuisances at said location.

No one else addressed the Council concerning the proposed abatement of identified nuisances at said location.

Mayor Draper declared the public hearing to hear objections to the proposed abatement of identified nuisances (dangerous structures) at the following location: 5818 McClellan Boulevard – Lenlock Shopping Center; closed.

Council Member Reddick made a motion to remove from the Consent Agenda a resolution overruling objections to the abatement of identified nuisances. The motion was seconded by Council Member Little; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Council Member Reddick made a motion to approve the Consent Agenda as amended.

(a) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-05 Debris & Vehicles

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(b) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-09 Grass & Debris

(c) Resolution authorizing the submission of a grant application under Transportation Alternatives Program.

(d) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for Jamal LLC d/b/a Express Mart 4 located at 1604 Front Street.

(e) Motion that Bid Number COA2016-B-009 in the total amount of \$80,800.00 by Gulf Coast Truck and Equipment for two (2) heavy duty dump trucks be accepted.

(f) Motion to suspend the rule requiring the City Council to meet on the 3rd Monday of December 2016.

(g) Motion to suspend the rule requiring City Council to meet on the 1st Monday of January 2017, and to schedule a City Council meeting for Tuesday, January 3, 2017, at 5:30 p.m.

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

Council Member Harris made a motion for the unanimous consent of the Council to reintroduce and read by title Ordinance Number 16-O-26. The motion was seconded by Council Member Reddick.

Mayor Draper asked if anyone wished to address the Council either in favor of or in opposition to the reintroduction and reading by title of Ordinance Number 16-O-26.

No one addressed the Council either in favor of or in opposition to the reintroduction and reading by title of Ordinance Number 16-O-26.

On call of the roll on Council Member Harris' motion for the unanimous consent of the Council to reintroduce and read by title Ordinance Number 16-O-26 and Council Member Reddick's second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Unanimous consent of the Council having been granted to reintroduce and read by title Ordinance Number 16-O-26, Council Member Harris reintroduced and read by title Ordinance Number 16-O-26 as follows:

(16-O-26, amending the traffic schedule to add and remove traffic lights and stop signs; Second Reading)

Council Member Harris made a motion for the passage and adoption of Ordinance Number 16-O-26 as reintroduced and read by title. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried and Ordinance Number 16-O-26 was passed and adopted.

Council Member Little stated if the owner of the business at 6<sup>th</sup> Street and Noble Street has problems with traffic at that location then he may ask for this light to be put back up.

Council Member Harris introduced and read Ordinance Number 16-O-27 as follows:

ORDINANCE NUMBER 16-O-27

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY  
AND AUTHORIZING CONVEYANCE OF THE SAME

WHEREAS, the City of Anniston does own and possess certain real property commonly known as 1031 Gurnee Avenue within the City of Anniston and more specifically described in Exhibit A, attached hereto (the "Property");

WHEREAS, the City of Anniston no longer utilizes the Property for municipal or other public purposes;

WHEREAS, the Council finds that the Property is historically and culturally significant in that it was the location of the bus terminal where, on May 14, 1961, local mobs attacked the Congress of Racial Equality's Freedom Riders;

WHEREAS, the Council desires to convey the Property to the National Parks Service, or its designee, for no financial consideration so that it may be used for the purpose of establishing a monument, park, museum or public cultural facility thereon so as to preserve and promote the historical, commemorative, and cultural value of the site and structures located thereon;

WHEREAS the Council finds that the conveyance of the Property to the National Parks Service, or its designee, will serve a legitimate and sufficient public purpose;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Anniston, Alabama as follows:

1. Declaration of Surplus Real Property. It is hereby established and declared that the real property of the City of Anniston located at 1031 Gurnee Avenue, and more particularly described in the attached Exhibit A, is surplus real property that is no longer used or needed by the City of Anniston for public or municipal purposes.

2. Conveyance of the Property to the National Park Service. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, any deeds, real estate sales contracts or other agreements necessary to convey the Property to the National Parks Service, or its designee, for no financial consideration, so that it may be used for the purpose of a national park, monument, museum or public cultural facility.

3. Public Purpose will be served by the conveyance to the National Park Service. The Council for the City of Anniston finds and declares that the conveyance of the Property to

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the National Park Service, or its designee, in accordance with the terms and conditions set forth in this ordinance shall serve a valid and sufficient public purpose.

4. Effective Date. This Ordinance shall become effective immediately upon adoption and publication as required by law.

PASSED and ADOPTED this 12th day of December, 2016.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA  
By: /s/ Jack Draper, Mayor  
By: /s/ Jay W. Jenkins, Council Member  
By: /s/ David E. Reddick, Council Member  
By: /s/ Ben Little, Council Member  
By: /s/ Millie Harris, Council Member

ATTEST:  
/s/ Alan B. Atkinson, City Clerk

Council Member Harris made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 16-O-27 as introduced and read. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried. Unanimous consent of the Council having been given for the immediate consideration of Ordinance Number 16-O-27 as introduced and read, Council Member Harris made a motion for the passage and adoption of Ordinance Number 16-O-27 as introduced and read. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried and Ordinance Number 16-O-27 was passed and adopted.

Council Member Jenkins introduced and read Ordinance Number 16-O-28 as follows:

(16-O-28, declaring surplus real property and authorizing the lease of the same; Airport Terminal Building; First Reading)

Council Member Little introduced and read Resolution Number 16-R-137 as follows:

(16-R-137, authorizing the City Manager to execute a Letter of Intent and to take such actions as are needed to fulfill its terms)

Council Member Jenkins made a motion to amend Resolution Number 16-R-137 to read "AVD" in Sections 1, 2 and 3. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

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Council Member Little made a motion for the passage and adoption of Resolution Number 16-R-137 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, Little, Harris and Draper; nays: none. The motion carried and Resolution Number 16-R-137 was passed and adopted.

Council Member Little introduced and read Resolution Number 16-R-138 as follows:

(16-R-138, allocating funds for a Home Repair Program)

Council Member Little made a motion for the passage and adoption of Resolution Number 16-R-138 as introduced and read. The motion was seconded by Council Member Reddick.

Council Member Little stated they were looking for about \$125,000.00. He stated they needed to move some funds around in the budget. He stated in recent years there had been no money going toward home repair.

Kent Davis, City Manager, stated this would be an unbudgeted item and he would need direction from the Council to spend these funds.

Council Member Little stated the citizens need this help and should not have to wait until July.

Council Member Jenkins stated he would like to see this happen soon but they needed to answer the questions of how much money, where was it coming from and how or who would qualify for the program. He asked if they could spend these funds on private property and if they did then they needed to show a public purpose for the expenditure.

Council Member Jenkins made a motion to table Resolution Number 16-R-138 as introduced and read. The motion was seconded by Council Member Little; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Little, Harris and Draper; nays: Council Member Reddick. The motion carried.

Council Member Little introduced and read Resolution Number 16-R-139 as follows:

(16-R-139, resolution over-ruling objections to the abatement of identified nuisances; Group 39 Dangerous Structures)

Council Member Jenkins made a motion for the passage and adoption of Resolution Number 16-R-139 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, Little, Harris and Draper; nays: none; abstentions: Council Member Reddick. The motion carried and Resolution Number 16-R-139 was passed and adopted.

Council Member Harris thanked everyone for attending the meeting.

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Council Member Little stated this had been a good meeting. He stated they were going to work on getting help for the people who needed home repairs.

Council Member Reddick stated they needed a copy of the City Code at the library.

Council Member Jenkins thanked the City staff for their work.

Mayor Draper thanked Dr. Boyd, Pete Conroy and the other members of the Freedom Riders Committee for all their hard work. He stated there would be no special meeting necessary for the next day.

There being no further business to come before the meeting at that time Council Member Reddick made a motion the meeting be adjourned. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 7:08 o'clock p.m.

# CONSENT AGENDA

**RESOLUTION NO. 17-R-\_\_**

**A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES INCURRED WHILE TRAVELING AWAY FROM THE CITY**

**BE IT RESOLVED**, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a. \$51.92 to Meredith Strain, Economic Development, for store front decorations (Main Street) on November 10, 2016.
- b. \$161.14 to Ashley Tramel, Finance, while attending Municipal Intercept Training in Millbrook, AL on November 14, 2016.
- c. \$130.68 to Code Harris, Finance, while attending CGAT – Billing/Accounts Receivable class in Tuscaloosa, AL on November 3, 2016.
- d. \$171.51 to Cody Harris, Finance, while attending Municipal Intercept Training in Millbrook, AL on November 14,, 2016.
- e. \$115.56 to Joy Feazell, Court, while attending 2016 Continuing Education Seminar in Montgomery, AL on December 2, 2016.

**PASSED AND ADOPTED** this \_\_\_\_ day of January 2017.

**CITY COUNCIL OF THE CITY  
OF ANNISTON, ALABAMA**

**BY:** \_\_\_\_\_  
Jack Draper, Mayor

**BY:** \_\_\_\_\_  
Jay W. Jenkins, Council Member

**BY:** \_\_\_\_\_  
David E. Reddick, Council Member

**BY:** \_\_\_\_\_  
Benjamin L. Little, Council Member

**BY:** \_\_\_\_\_  
Mille Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan B. Atkinson, City

**RESOLUTION NO. 17-R-\_\_\_**

**A RESOLUTION APPROVING THE CITY OF ANNISTON'S PARTICIPATION IN THE STATE OF ALABAMA SALES TAX HOLIDAY FOR SEVERE WEATHER PREPAREDNESS ITEMS AS AUTHORIZED BY ACT 2012-256.**

**WHEREAS**, the State Legislature of Alabama passed Act 2012-256 granting municipal governments authority to provide for the exemption of certain covered severe weather preparedness items from the payment of municipal sales tax during a period commencing at 12:01 a.m. Friday, February 26, 2016 and ending at twelve midnight the following Sunday February 28, 2016 under the same terms, conditions and definitions as provided for the state sales tax holiday for such covered items.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Anniston, Alabama as follows:

Section 1. That approval is granted for the exemption of certain covered severe weather preparedness items from the payment of municipal sales tax for the period commencing at 12:01 a.m. Friday, February 24, 2017 and ending at twelve midnight Sunday, February 26, 2017 under the same terms, conditions and definitions as provided for by Act 2012-256 and Alabama Department of Revenue Rule 810-6-3-.66.

**PASSED AND ADOPTED** this the \_\_\_ day of \_\_\_\_\_, 2017.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

BY \_\_\_\_\_  
Jack Draper, Mayor

BY \_\_\_\_\_  
Jay W. Jenkins, Council Member

BY \_\_\_\_\_  
David E. Reddick, Council Member

BY \_\_\_\_\_  
Benjamin L. Little, Council Member

BY \_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan B. Atkinson, City Clerk



## CITY OF ANNISTON

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### FINANCE DEPARTMENT FACT SHEET

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**TO:** CITY COUNCIL AND CITY MANAGER  
**FROM:** CODY HARRIS, ACCOUNTANT  
**SUBJECT:** YOUSEF YAQOUB INC D/B/A EXPRESS MART 13  
**DATE:** 12/6/2016  
**CC:**

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- Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application.
- The business is located in the City Limits at 1500 Quintard Ave. Anniston, AL 36201
- The Police Department reports no local criminal history that would prevent the approval of such license.

**ANNISTON CODE  
CHAPTER THREE  
ALCOHOLIC BEVERAGES  
(Beer and Wine)**

**Sec. 3.14. Factors to be considered in council's decisions.**

In rendering a decision on each application, the city council shall consider, among others, the following factors:

- a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.
- b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.
- c) Location of premises for which the license is sought.
- d) The compliance by applicant, each partner, member, officer, member of the board of directors and landlord with the laws of the State of Alabama and ordinances of the city.

**Sec. 3.15. Approval or disapproval of application.**

No application for a beer or wine license shall be approved unless the city council is satisfied that the statements in the application are true, that the applicant is a person of good repute, and that the applicant has complied with all terms and provisions of this article.

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**FACT SHEET**

**SUBJECT:** Evaluation of bids for one or more pick-up trucks for the Public Works Dept.

**FACTS:** This is a General Fund expenditure.

VENDORS SUBMITTING BIDS

Sunny King Ford	\$24,210.00
Buster Miles Ford	No Response
Cooper Chevrolet	No Response
University Chrysler Dodge	No Response

**RECOMMENDATION:** The bid should be awarded to Sunny King Ford in the total amount of \$24,210.00

12/19/2016

**FACT SHEET**

**SUBJECT:** Evaluation of bids for two regular cab pick-up trucks for the Parks and Recreation Dept.

**FACTS:** This is a General Fund expenditure.

VENDORS SUBMITTING BIDS

Sunny King Ford	\$21,858.00 ea x 2	\$43,716.00
Buster Miles Ford	\$25,341.02 ea x 2	\$50,682.04
Cooper Chevrolet		No Response
University Chrysler Dodge		No Response

**RECOMMENDATION:** The bid should be awarded to Sunny King Ford in the total amount of \$43,716.00

12/19/2016

**FACT SHEET**

**SUBJECT:** Evaluation of bids for one or more super crew cab pick-up trucks for the Parks and Recreation Dept.

**FACTS:** This is a General Fund expenditure.

VENDORS SUBMITTING BIDS

Sunny King Ford	\$27,582.00
Buster Miles Ford	\$31,505.02
Cooper Chevrolet	No Response
University Chrysler Dodge	No Response

**RECOMMENDATION:** The bid should be awarded to Sunny King Ford in the total amount of \$27,582.00

12/19/2016

## FACT SHEET

**SUBJECT:** Evaluation of bids for three 15 passenger vans for the Parks and Recreation Dept.

**FACTS:** This is a General Fund expenditure.

### VENDORS SUBMITTING BIDS

Sunny King Ford	\$28,390.00 ea x 3	\$85,170.00
Buster Miles Ford	29,867.25 ea x 3	\$89,601.75
Cooper Chevrolet		No Response
University Chrysler Dodge		No Response

**RECOMMENDATION:** The bid should be awarded to Sunny King Ford in the total amount of \$85,170.00

# **ORDINANCES**

**ORDINANCE NO. 16-0-\_\_**

**AN ORDINANCE DECLARING SURPLUS REAL PROPERTY  
AND AUTHORIZING LEASE OF THE SAME**

WHEREAS, the City of Anniston does own and possess certain real property commonly known as the Air Terminal Building at the Anniston Regional Airport and more specifically described in Exhibit A, attached hereto (the "Property");

WHEREAS, the City of Anniston no longer needs nor utilizes the Property for municipal or other public purposes;

WHEREAS, Anniston Regional Properties, LLC ("ARP") desires to lease the Property for commercial purposes in accordance with the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit B (the "Lease");

WHEREAS, the Council for the City of Anniston finds that executing and entering into the Lease with ARP is in the best interests of the City and its citizens;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Anniston, Alabama as follows:

1. Declaration of Surplus Real Property. It is hereby established and declared that the real property encompassing the Air Terminal Building at the Anniston Regional Airport, as described in Exhibit A, is surplus real property that is no longer used or needed by the City of Anniston for public or municipal purposes.

2. Lease of the Property to ARP. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, the Lease attached hereto as Exhibit B.

3. Lease Affords Sufficient Consideration. The Council for the City of Anniston finds and declares that the consideration paid by ARP pursuant to the Lease is fair, reasonable and sufficient, taking into the terms and conditions of the Lease and the condition, maintenance, repairs, and use associated with the City's continued ownership of the Property. Accordingly, the Council finds that the Lease is in the best interests of the City and its citizens.

4. Effective Date. This Ordinance shall become effective immediately upon adoption and publication as required by law.

PASSED and ADOPTED this \_\_\_ day of December, 2016.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

By: \_\_\_\_\_  
Jack Draper, Mayor

By: \_\_\_\_\_  
Jay W. Jenkins, Council Member

By: \_\_\_\_\_  
David E. Reddick, Council Member

By: \_\_\_\_\_  
Benjamin L. Little, Council Member

By: \_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan Atkinson, City Clerk

ORDINANCE NO. 16-O-\_\_

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY  
AND AUTHORIZING LEASE OF THE SAME

**Exhibit A**

**(Property Description)**

Commencing at the Southwest corner of Section 36, Township 16 South, Range 7 East, Calhoun County, Alabama, which is 28.57 feet South of a concrete monument as shown on the City of Anniston's Airport Maps; thence North 71°40' East and a distance of 3,937.90 feet to a railroad spike on the Southerly edge of the asphalt parking area, said point also being the Point of Beginning of the hereafter described parcel of land; thence North 44°00' West and a distance of 488.0 feet to a point; thence North 46°00' East and a distance of 471.0 feet to a point; thence South 44°00' East and a distance of 177.5 feet to the fence; thence South 46°00' West along said fence a distance of 215.0 feet; thence leaving said fence with a bearing of South 44°00' East and a distance of 310.5 feet to a point; thence South 46°00' West and a distance of 256.0 feet to the Point of Beginning.

162,914 sq. ft. - 3.74 acres ±

Less and except:

Aircraft parking ramp, located WNW of fence line separating the Air Terminal Building from the ramp and measuring 177.5 feet by 471.0 feet.

83,602.5 sq. ft. - 1.92 acres ±

ORDINANCE NO. 16-O-\_\_

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY  
AND AUTHORIZING LEASE OF THE SAME

**Exhibit B**

**(Lease Agreement)**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (the "Effective Date"), by and between The City of Anniston, Alabama, an Alabama municipal corporation (hereinafter referred to as "Landlord"), and Anniston Regional Properties, LLC, an Alabama limited liability company (hereinafter referred to as "Tenant"). Landlord and Tenant are sometimes collectively referred to in this Lease as the "Parties" and individually as a "Party". "Landlord" and "Tenant", or references to such terms, shall include, whenever the context permits or requires a singular or plural connotation, and the legal representatives, successors and authorized or permitted assigns of the Parties.

### WITNESSETH:

Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the "Demised Premises" (as defined in Section 1 hereof) in accordance with the provisions contained in all of the Sections of this Lease.

1. Definitions and Basic Data. All references in this Lease to the following terms shall be accorded the meanings or definitions given in this Section 1 as though such meanings or definitions were fully set forth throughout the text hereof.

(a) "Air Terminal Building" means or refers to the existing building which is located within the Demised Premises.

(b) "Anniston Regional Airport" encompasses all of the real property described on Exhibit "A" attached hereto.

(c) "Demised Premises" means or refers to that portion of the Anniston Regional Airport described on Exhibit "B" attached hereto and the drawing attached hereto as Exhibit "C" and all improvements located thereon (including the Air Terminal Building). In addition, although not included on Exhibit "B", it is understood and agreed that Tenant, throughout the Term of this Lease shall have and enjoy the non-exclusive use of all fuel servicing areas, ramps, aprons, landing pads, runways and taxiways now or in the future located or constructed at the Anniston Regional Airport and not leased to others as of the Effective Date. The physical address of the Demised Premises is 2500 Anniston Airport Boulevard, Anniston, Alabama 36203.

(d) "EPA" means or refers to the United States Environmental Protection Agency.

(e) "FAA" means or refers to the Federal Aviation Administration.

(f) "Hazardous Materials" means and includes those elements and compounds which are now or hereafter (i) contained in any list of hazardous substances adopted by the EPA; (ii) contained in any list of toxic pollutants designated by the United States Congress, the EPA, the legislature of, or any board, bureau, commission or agency of, the State of

Alabama, or (iii) defined by any other federal, state or local Laws (as hereinafter defined) regulating or relating to any hazardous, toxic, dangerous waste, substance or material.

(g) "Landlord's Mailing Address" is 1128 Gurnee Avenue, Anniston, Alabama 36201, Attention: City Manager. Landlord may change Landlord's Mailing Address by Notice to Tenant in accordance with Section 20 of this Lease.

(h) "Law" or "Laws" means or refers to any statute, law, ordinance, rule, regulation, requirement, order or decree of any court, governmental agency or authority now or hereafter in effect applicable to the Demised Premises or this Lease including, by way of illustration and not limitation, those adopted by the FAA.

(i) "Rent" shall be paid by Tenant to Landlord as specified in Section 7 of this Lease.

(j) "Tenant's Mailing Address" is 35 Pinecroft Road, Anniston, Alabama 36207. Tenant may change Tenant's Mailing Address by Notice to Landlord in accordance with Section 20 of this Lease.

(k) "Term" or "Term of this Lease" means a period of approximately ten (10) years beginning on the Effective Date and ending at 12:00 midnight on the date which is the tenth (10th) anniversary of the last day of the calendar month following the month in which the Effective Date occurs unless the Effective Date is the first (1st) day of a month, in which event such date of expiration of the Term of this Lease shall be the day prior to the tenth (10th) anniversary of the Effective Date.

2. Representations by Landlord. Landlord hereby represents and warrants to Tenant as follows:

(a) Landlord is a municipal corporation duly formed, validly existing and in good standing under the laws of the State of Alabama and, to the extent required by any applicable Law, is duly authorized to transact business in the State of Alabama, represents and warrants that it is seized of the Demised Premises in fee, is duly authorized and empowered to execute and deliver this Lease, the person(s) executing this Lease on behalf of Landlord is/are duly authorized to do so and this Lease is the valid and legally binding obligation of Landlord, enforceable in accordance with its terms.

(b) During the Term, Landlord, subject to its budgetary constraints and fiscal abilities as determined in the reasonable discretion of Landlord, will pursue all grants, federal or state, which become available for the improvement or enhancement of the Anniston Regional Airport.

3. Representations by Tenant. Tenant hereby represents and warrants to Landlord as follows:

(a) Tenant is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Alabama and, to the extent required by any applicable Law, is duly authorized to transact business in the State of Alabama, is duly authorized and empowered to execute and deliver this Lease, all actions by Tenant necessary to authorize the execution and

delivery of this Lease have been duly taken, the person executing this Lease on behalf of Tenant is duly authorized to do so and this Lease is the valid and legally binding obligation of Tenant, enforceable in accordance with its terms.

(b) that (i) no person on the grounds of race, color, national origin or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Tenant in the use of the Demised Premises; (ii) that in the construction of any improvements by Tenant at the Demised Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Tenant; and (iii) Tenant shall use the Demised Premises in compliance with all Laws.

4. Use. Tenant may use and occupy the Demised Premises for the conduct and operation of a business offering general aviation and related services typically offered by or at an airport comparable in size and location to the Anniston Regional Airport as such business is commonly understood and construed in the aviation industry on the date of this Lease and as such business may, from time to time during the Term, change subsequent to the date of this Lease. Tenant may from time to time, with the prior written consent of Landlord, use portions of the Demised Premises for other non-aviation type lawful uses and purposes. Any and all such permitted uses of Tenant are herein sometimes referred to as "Tenant's Use of the Demised Premises".

Notwithstanding the foregoing uses permitted by Tenant, Landlord reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace and for use of said airspace for landing at, taking off from or operating on the Anniston Regional Airport.

5. Term. The Term of this Lease is for a period of approximately ten (10) years beginning on the Effective Date and ending at 12:00 midnight on the date which is the tenth (10th) anniversary of the last day of the calendar month following the month in which the Effective Date falls unless the Effective Date is the first (1st) day of a month in which event such date of expiration of the Term of this Lease shall be the day prior to the tenth (10th) anniversary of the Effective Date. At the end of the Term, at the mutual election of the Parties, the Parties agree to attempt to negotiate an extension of the Term on terms and conditions comparable to those contained herein.

6. Landlord Right to Terminate Lease. Tenant acknowledges that it has been made aware by Landlord that the Air Terminal Building was constructed for the express purpose of providing space for scheduled airline passenger service operations. The aircraft parking apron which is adjacent to the Air Terminal Building was constructed with funds provided by FAA. Tenant acknowledges and agrees that both the Air Terminal Building and the adjacent parking apron must remain available for scheduled airline passenger service use should a commercial air carrier elect to locate at the Anniston Regional Airport for the purpose of providing scheduled airline passenger service. Landlord has the right, on sixty (60) days advance notice to Tenant, to terminate this Lease in the event a commercial air carrier acceptable to Landlord agrees to

provide scheduled airline passenger service to and from the Anniston Regional Airport. Notwithstanding the foregoing, Tenant shall have the option of constructing additional facilities on the Demised Premises or making other portions of the Demised Premises otherwise available to accommodate the needs of the commercial air carrier in lieu of the Air Terminal Building provided such alternate facilities are satisfactory to the proposed scheduled airline passenger service and such alternate facilities are also acceptable to Landlord and meet all requirements of FAA.

7. Rent. Tenant shall pay Landlord Rent in the amount of Eight Hundred and No/100 (\$800.00) Dollars per month. All Rent payable by Tenant shall be paid to Landlord at Landlord's Mailing Address set forth in Section 1 hereof and shall be paid without previous demand, setoff or deduction except as may otherwise be provided in this Lease in equal monthly installments in advance beginning on the first (1st) day of the next calendar month following the Effective Date and on the first (1st) day of each calendar month during the Term. At the same time the first monthly installment of Rent is due, Tenant shall also pay to Landlord pro rata Rent computed on a per diem basis for the number of days of the preceding calendar month subsequent to the Effective Date. All monthly rental installments due by Tenant to Landlord under this Lease shall be paid no later than the tenth (10th) day of each calendar month. In the event Tenant enters into an Authorized Sublease, as defined in Section 12 hereof, the Rent shall increase to One Thousand and No/100 (\$1,000.00) Dollars per month effective the month following the month in which Tenant enters into an Authorized Sublease and continuing monthly thereafter throughout the Term of this Lease unless such Authorized Sublease shall terminate in which event Tenant shall give written notice to Landlord and the Rent shall decrease to Eight Hundred and No/100 (\$800.00) Dollars per month effective the month following the month in which such Authorized Sublease shall terminate. In the event there is more than one Authorized Sublease, the Rent shall decrease as described in the preceding sentence only if every Authorized Sublease has been terminated.

8. Maintenance and Repairs during the Term.

(a) Tenant accepts the Demised Premises in their current "as is" condition and Landlord makes no covenants, warranties or representations to Tenant with respect to the Demised Premises other than as set forth in the sentence which immediately follows. Landlord shall, throughout the Term of this Lease, maintain and keep in good repair the heating, ventilating and air conditioning system for the Demised Premises (collectively, the "HVAC System") including the obligation to routinely service and change filters for the HVAC System. Landlord shall have no obligation to make any other repairs to the Demised Premises during the Term other than those which involve the HVAC System.

(b) During the Term of this Lease, except for the HVAC System, Tenant shall maintain and keep in good repair the Demised Premises and the surrounding grounds (including cutting grass and maintaining any shrubbery or flower beds) and parking areas within the Demised Premises. Tenant's obligation for grounds maintenance shall extend only to the area within a twenty five foot radius of the Air Terminal Building.

9. Tenant's Possession of the Demised Premises. Possession of the Demised Premises shall be made available to Tenant on the Effective Date.

10. Access and Utilities. Landlord agrees from time to time during the Term, if necessary for Tenant to have and enjoy legal access to the Demised Premises, to grant easements to Tenant in a location and in such form and content as shall be reasonably satisfactory to Landlord and Tenant, across portions of the Anniston Regional Airport for ingress and egress to the Demised Premises. In addition, Landlord agrees from time to time during the Term, for the benefit of Tenant, if necessary to extend any utility service(s) to the Demised Premises, to grant easements, licenses or permits, in a location(s) and in such form and content as shall be reasonably satisfactory to Landlord and Tenant above, over, across or under the Anniston Regional Airport. All such easements, licenses and permits shall, at the election of Landlord, terminate upon expiration of the Term, whether by expiration of time or as otherwise provided in this Lease.

11. Destruction of Demised Premises. If (a) any building located on the Demised Premises is substantially destroyed by fire or other casualty, or (b) any building located on the Demised Premises is destroyed or damaged by fire or other casualty to such an extent that such damage cannot be reasonably repaired within ninety (90) days following such destruction or damage, then Tenant may, by written Notice in accordance with Section 20 of this Lease terminate this Lease, in which event any Rent previously paid for the period beyond the date of destruction shall be refunded to Tenant together with any insurance proceeds received by Landlord and attributable to the value of any leasehold improvements made by Tenant, or paid for specifically by Tenant, to the Demised Premises.

12. Assignment/Sublease. Tenant shall have the right to sublease portions of the Demised Premises to other users or occupants for aviation type or related lawful uses and purposes (an "Authorized Sublease"). In the event Tenant enters into an Authorized Sublease Tenant shall immediately notify Landlord at Landlord's Mailing Address set forth in Section 1 hereof which notice shall include the name of the subtenant and the business the subtenant will conduct at, or from, the Demised Premises and the location within the Demised Premises where such subtenant shall conduct its business or provide services. Tenant may not otherwise assign this Lease or sublet any portion of the Demised Premises to third parties without the prior consent of Landlord. Notwithstanding the right of Tenant to enter into an Authorized Sublease, Tenant shall remain obligated for all of the obligations of Tenant under this Lease throughout the Term of this Lease.

13. Public Liability and Fire Insurance. Tenant shall maintain throughout the Term of this Lease a policy of comprehensive general or public liability insurance with combined single limit coverage of not less than One Million and No/100 (\$1,000,000) Dollars per occurrence at the Demised Premises. Landlord, at its expense, shall throughout the Term of this Lease keep all buildings and other improvements now or hereafter erected, located or placed on the Demised Premises insured against loss by fire, wind, storm and all of the risks and perils usually covered by an extended coverage endorsement to a policy of fire insurance upon property comparable to the Demised Premises in an amount equal to and not less than the full replacement cost thereof. All of such policies of insurance to be maintained by either Landlord or Tenant required by above shall be written by a company (or companies) of recognized good financial standing which

is/are authorized to do insurance business in the State of Alabama. All policies to be carried by Tenant shall reflect Tenant as the insured and name Landlord as an additional insured, as the respective Parties' interests may appear. Tenant shall, on request of Landlord, deliver to Landlord a copy of the certificate for insurance required to be maintained hereunder by Tenant.

14. Waiver of Subrogation. Landlord and Tenant hereby release each other, to the extent of their agreed insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other Party, or any persons claiming under such other Party, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the releasor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect such policies or the right of the releasor to recover thereunder. Landlord and Tenant agree to include in their respective insurance policies a clause permitting this release, so long as the same is obtainable and is includible without extra cost, or if such extra cost is chargeable therefore, so long as the other Party pays such extra cost. If extra cost is chargeable therefore, each Party will advise the other thereof and of the amount thereof, and the other Party, at its election, may pay the same but shall not be obligated to do so. Except as provided above, nothing contained in this Lease shall be deemed to release either Party hereto from liability for damages resulting from the fault or negligence of that Party or its agents, contractors or employees.

15. Mutual Indemnification. Landlord agrees to exonerate, protect, indemnify and hold Tenant harmless from and against any and all losses, damages, claims, suits or actions, judgments and costs, including reasonable attorney's fees, arising out of any injury to or death of persons or damage to property on or about the Demised Premises or the balance of the Anniston Regional Airport caused by the intentional or negligent acts or omissions of Landlord or its employees, agents or contractors. Tenant agrees to exonerate, protect, indemnify and hold Landlord harmless from and against any and all losses, damages, claims, suits or actions, judgments and costs, including reasonable attorney's fees, arising out of any injury to or death of persons or damage to property on or about the Demised Premises or the Anniston Regional Airport caused by the intentional or negligent acts or omissions of Tenant or its employees, agents or contractors.

16. Signs. Tenant shall have the exclusive right to place Tenant's signs in, on and about the Demised Premises, provided the same are in compliance with all Laws and purchased and installed at the sole cost and expense of Tenant and are removed from the Demised Premises at the expiration or earlier termination of the Term and any damages caused by such removal shall be repaired by Tenant.

17. Landlord's Access to Demised Premises. Landlord shall have the right, either itself or through its authorized agents, to (i) enter the Demised Premises during normal business hours after giving Tenant's representatives verbal notice to examine same and to show the Demised Premises to prospective purchasers or tenants within one hundred twenty (120) days prior to the expiration of the Term; (ii) allow inspection by mortgagees; and (iii) make such repairs, alterations or changes, if any, as Landlord is required to make as provided herein.

Notwithstanding anything to the contrary herein, any access given to Landlord or Landlord's authorized agents to enter the Demised Premises shall be subject to Tenant's confidentiality and security rules and regulations and shall be made only upon prior Notice to Tenant and during regular business hours unless Tenant otherwise consents. Tenant reserves the right to accompany Landlord at all times during any entry by Landlord.

18. Default. If Tenant (a) fails to pay any Rent as provided in this Lease and continues to fail to pay such Rent for ten (10) days following Tenant's receipt of Notice from Landlord to that effect; (b) breaches any other agreement or obligation herein set forth and fails to cure such breach within thirty (30) days after written Notice thereof from Landlord (or fails to undertake to cure within such thirty (30) day period and to diligently pursue to completion such cure or remedy as cannot reasonably be completed within the thirty (30) day time period); (c) or consents to the appointment of a receiver or conservator and such receiver or conservator is not removed within sixty (60) days of its appointment, then, in addition to any other lawful right or remedy which Landlord may have, Landlord may, without further Notice, do the following: terminate this Lease and with or without terminating this Lease, relet the Demised Premises upon the best terms and highest rent reasonably available to Landlord, and if the amount of rent received from such reletting is less than Tenant's Rent, Tenant shall immediately pay the difference on demand to Landlord, but if in excess of Tenant's Rent the entire amount shall belong to Landlord free of any claims of Tenant. All rights and remedies of Landlord are cumulative, and the exercise of any one right or remedy on any given occasion shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy. No waiver by Landlord of any covenant or condition shall be deemed to imply or constitute a further waiver of the same covenant or condition at a later time.

If Landlord breaches any agreement or obligation herein set forth and fails to cure such breach within thirty (30) days after written Notice thereof from Tenant (or fails to undertake to cure within such thirty (30) day period and to diligently pursue to completion such cure or remedy as cannot reasonably be completed within the thirty (30) day time period) then, in addition to any other lawful right or remedy which Tenant may have Tenant may, without further Notice, terminate this Lease in which case Rent shall be apportioned as of the date of such termination and Tenant shall be entitled to damages for loss of its leasehold estate. All rights and remedies of Tenant are cumulative, and the exercise of any one right or remedy on any given occasion shall not be an election excluding Tenant at any other time from exercising a different or inconsistent remedy. No waiver by Tenant of any covenant or condition shall be deemed to imply or constitute a further waiver of the same covenant or condition at a later time.

19. Quiet Enjoyment. Landlord covenants and warrants that if Tenant is not in default hereunder, Tenant shall peacefully have and enjoy the sole possession of the Demised Premises during the Term of this Lease free from the adverse claims of any persons, firms or corporations whatsoever and Landlord will fully protect Tenant in the full, complete and absolute possession of the Demised Premises subject to any condemnation, as hereinafter described in Section 22. Landlord agrees not to file or cause any zoning change to be made that would affect the Demised Premises without the prior written approval of Tenant.

20. Notice. Any Notice which Landlord or Tenant is required or desires to give the other hereunder shall be deemed sufficiently given or rendered if in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses for Landlord and Tenant set forth in Section 1 of this Lease. Any Notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed Notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

21. Holdover. If Tenant remains on the Demised Premises beyond the expiration or earlier termination of the Term of this Lease, such holding over in itself shall not constitute a renewal or extension of this Lease, but such holding over shall be on a month to month basis upon the same terms and conditions in effect at such expiration or termination.

22. Condemnation/Government Occupation. If the whole or any significant part of the Demised Premises which would materially and detrimentally affect Tenant's Use of the Demised Premises as determined by Tenant shall be taken or condemned by any competent authority for any public or quasi-public use or purpose or should the United States Government, or any of its agencies, occupy the Demised Premises to such an extent as to materially interfere with Tenant's Use of the Demised Premises then, and in either event, the Term of this Lease shall be terminated, and the Rent shall be apportioned to the date of such taking or occupation. In the event only a portion of the Demised Premises which would not so materially and detrimentally affect Tenant's Use of the Demised Premises as determined by Tenant, shall be taken or condemned by any competent authority for any public or quasi-public use or occupied by the United States Government then, in either event, the Term of this Lease will not terminate and Tenant will receive a rental reduction proportionate to the area of the Demised Premises so taken or occupied. In either case, each Party shall be entitled to claim and receive an award of damages suffered by it by reason of such taking, conveyance or occupation and Tenant shall be entitled to damages for the loss of all or any portion of its leasehold estate. Tenant shall be allowed to share in the award if only a single award is made for the taking or occupation of the Demised Premises or a part thereof. Landlord shall promptly, following any partial condemnation or occupation that does not result in a termination of this Lease, restore the Demised Premises as nearly as possible to the condition as existed immediately prior to such taking or occupation and Rent shall equitably abate during such restoration.

23. Brokerage Commission. Landlord and Tenant warrant to one another that no brokers are involved through them in this Lease and each Party shall indemnify the other against the claim of any broker arising through the indemnifying Party.

24. Additional Charges.

(a) Utilities. Tenant shall, during the Term, pay for all gas, heat, electrical power and telephone services contracted by Tenant to be delivered to or used in the interior of the buildings and other improvements located at or on the Demised Premises. Landlord shall pay the cost for electrical power for all exterior, outdoor or outside lighting at the Anniston Regional Airport not the responsibility of Tenant under the preceding sentence including, by way of illustration and

not limitation, outside lighting for the Demised Premises, ramps, runways, aprons, street lighting and parking lot lighting.

(b) Ad Valorem Taxes. The Demised Premises are currently exempt from ad valorem taxes. Landlord agrees, during the Term of this Lease, not to initiate or endorse any action or application which would subject the Demised Premises to ad valorem taxes. In the event a Law is passed during the Term which subjects the Demised Premises to ad valorem taxes Tenant shall pay the same but shall receive a credit against the Rent due following the payment of such ad valorem taxes. The credit against the Rent shall be equivalent to the amount paid by Tenant for the ad valorem taxes and shall be deducted from the Rent due following the date of such payment until Tenant receives full reimbursement. In the event the ad valorem taxes are greater than the Rent due for the ensuing twelve month period Tenant may, by written Notice to Landlord, terminate this Lease unless Landlord agrees to pay that portion of the ad valorem taxes in excess of the Rent which will be due for the Demised Premises for the ensuing twelve month period. In the event the Lease is terminated pursuant to this Section, Landlord shall pay the ad valorem taxes, Rent shall be apportioned as of the due date for such ad valorem taxes and Tenant shall be entitled to reimbursement from Landlord for the replacement value, as of the date the ad valorem taxes are due, of all improvements made to the Demised Premises by Tenant during the Term.

(c) Personal Property Taxes. Tenant shall pay and discharge, prior to their delinquency, all taxes on personal property owned by Tenant and located at the Demised Premises during the Term of this Lease.

(d) Business Licenses; Sales Taxes. During the Term of this Lease, Tenant shall carry a business license comparable to those of businesses similar to that of Tenant and operating within the corporate limits of the City of Anniston. In addition, during the Term of this Lease, Tenant agrees to collect or pay and remit sales taxes which those businesses which are comparable to that of Tenant are required to collect which are operating within the corporate limits of the City of Anniston.

25. Delays. In any case where either Party hereto is required to do any act (other than make a payment of money), delays caused by or resulting from acts of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations or other causes beyond such Party's reasonable control shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed date, a fixed period of time or a "reasonable" period of time.

26. Early Termination of Lease. Tenant shall have the right to terminate this Lease at any time during the Term on ninety (90) days advance written Notice to Landlord. Landlord shall have the right to terminate this Lease, on sixty (60) days advance notice to Tenant, in the event a commercial air carrier acceptable to Landlord agrees to provide scheduled airline passenger service to and from the Anniston Regional Airport as provided in Section 6 of this Lease. Rent shall be owed by Tenant through any applicable termination period.

27. Environmental Matters. Subsequent to the Effective Date Tenant shall at all times and in all respects comply with all Laws relating to the presence or storage of Hazardous Materials at or on the Demised Premises. During the Term, Tenant shall have responsibility for compliance with all Laws relating to Hazardous Materials at the Demised Premises. At the end of the Term Tenant shall, at the request of Landlord, have an environmental assessment performed with respect to the surface of the Demised Premises and, if necessary, shall, at its cost and expense, carry out and complete any repair, detoxification or other cleanup of the surface of the Demised Premises; provided; that, Tenant shall not be responsible for any of the foregoing relating to any Hazardous Materials located on, in or under the Demised Premises as of the Effective Date, all of which shall be the responsibility of Landlord.

Except for Hazardous Materials brought, kept or used in the Demised Premises by others in the same or a similar business as Tenant, and which are used and kept in compliance with all applicable Laws, Tenant shall not allow any Hazardous Materials to be located in, on or under the Demised Premises or allow the Demised Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Materials except as permitted by Law.

28. Miscellaneous.

(a) Estoppel Certificates. Landlord and Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by the other Party, execute, acknowledge and deliver to the other Party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and (ii) that no default hereunder on the part of the Landlord or Tenant, as the case may be, exists (except that if any such default does exist, the certifying Party shall specify such default), it being intended that any such statement delivered pursuant to this Section 28(a) may be relied upon by any prospective purchaser or encumbrancer (including assignees) of the Demised Premises.

(b) Release. If requested by Landlord, Tenant shall, upon termination of this Lease, execute and deliver to Landlord an appropriate release, in form proper for recording, of all Tenant's interest in the Demised Premises.

(c) Successors and Assigns. The word "Landlord" as used in this Lease shall extend to and include any and all persons, who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Demised Premises; and all of the covenants, agreements, conditions and stipulations herein contained which inure to the benefit of and are binding upon Landlord shall also inure to the benefit of and shall be, jointly and severally, binding upon the successors, assigns and grantees of Landlord, and each of them, and any and all persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Demised Premises. The word "Tenant" as used in this Lease shall extend to and include any and all persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Tenant hereunder and all of the covenants, agreements, conditions and stipulations herein contained which inure to the benefit of or are binding upon Tenant shall also inure to the benefit of and be jointly and

severally binding upon the successors, assigns or other representatives of Tenant, and of any and all persons who shall at any time or from time to time during the term of this Lease succeed to the interest and estate of Tenant hereby created in the Demised Premises.

(d) Modifications. This Lease may be modified only by a written agreement signed by both Landlord and Tenant.

(e) Descriptive Headings. The descriptive headings of this Lease are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Lease.

(f) No Joint Venture. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

(g) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be in force to the fullest extent permitted by law.

(h) Governing Law. This Lease is being executed and delivered, and is intended to be performed, in the State of Alabama and, to the extent applicable, the Laws of the State of Alabama shall govern the validity, construction, enforcement and interpretation hereof. Venue for any action shall be in Calhoun County, Alabama.

(i) Entire Agreement. This Lease embodies the entire agreement between Landlord and Tenant relating to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto.

(j) Multiple Counterparts. This Lease may be executed in any number of identical counterparts, each of which shall constitute an original and all of which together constitute, collectively, one agreement; provided, however, that in making proof of this Lease, it shall not be necessary for either Party hereto to produce or account for more than one such counterpart.

(k) Time of Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Lease.

(l) Attorneys' Fees. In the event that at any time during the term of this Lease either Landlord or Tenant shall institute any action, proceeding or appeal against the other relating to the provisions of this Lease, or incur any attorneys' fees in connection with any default hereunder whether or not any judicial action has been commenced, then, and in that event, the unsuccessful Party in such action or proceeding shall reimburse the successful Party for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful Party.

(m) Effective Date. The Effective Date, as used in this Lease, means the date the last of Landlord or Tenant, if a different date, has executed this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

Landlord:

Attest:

City of Anniston, Alabama

\_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Its: Mayor

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said County and State hereby certify that \_\_\_\_\_, whose name as Mayor of the City of Anniston, Alabama, an Alabama municipal corporation, and Alan B. Atkinson, whose name as City Clerk of the City of Anniston, Alabama, an Alabama municipal corporation, whose names are signed to the foregoing Lease and who are known to me, acknowledged before me on this date that, being informed of the contents of the Lease, they executed the same voluntarily on behalf of said City of Anniston, Alabama, an Alabama municipal corporation, on the day the same bears date.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, State of Alabama

My commission expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

Tenant:

Anniston Regional Properties, LLC

Its: \_\_\_\_\_

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Anniston Regional Properties, LLC, an Alabama limited liability company, is signed to the foregoing Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease, he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said Anniston Regional Properties, LLC, an Alabama limited liability company, on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, State of Alabama

My commission expires: \_\_\_\_\_

## Exhibit "A"

### Legal Description of Anniston Regional Airport

Anniston Regional Airport real property consists of approximately 678 acres and is located in Sections 1 and 2, Township 17 South, Range 7 East, Talladega County, Alabama, and Sections 35 and 36, Township 16 South, Range 7 East, Calhoun County, Alabama, and is shown on a Boundary Map dated March of 1996 prepared by Maxwell Surveying, a copy of which has been provided by Landlord to Tenant and to which reference is hereby made as if such survey were affixed hereto.

## Exhibit "B"

### Legal Description of Demised Premises

Commencing at the Southwest corner of Section 36, Township 16 South, Range 7 East, Calhoun County, Alabama, which is 28.57 feet South of a concrete monument as shown on the City of Anniston's Airport Maps; thence North 71°40' East and a distance of 3,937.90 feet to a railroad spike on the Southerly edge of the asphalt parking area, said point also being the Point of Beginning of the hereafter described parcel of land; thence North 44°00' West and a distance of 488.0 feet to a point; thence North 46°00' East and a distance of 471.0 feet to a point; thence South 44°00' East and a distance of 177.5 feet to the fence; thence South 46°00' West along said fence a distance of 215.0 feet; thence leaving said fence with a bearing of South 44°00' East and a distance of 310.5 feet to a point; thence South 46°00' West and a distance of 256.0 feet to the Point of Beginning.

162,914 sq. ft. – 3.74 acres ±

#### Less and except:

Aircraft parking ramp, located WNW of fence line separating the Air Terminal Building from the ramp and measuring 177.5 feet by 471.0 feet.

83,602.5 sq. ft. – 1.92 acres ±

Exhibit "C"

Drawing of Demised Premises

Shown on the page attached or affixed hereto.

# RESOLUTIONS

**RESOLUTION 17-R-\_\_**

**A RESOLUTION AUTHORIZING A SPECIAL PROJECT DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF ANNISTON, ALABAMA AND HARBERT  
REALTY SERVICES, LLC**

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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 Harbert Realty Services, LLC ("Owner"), have prepared that certain Project Development Agreement to be dated the date of delivery (the "Project Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) It is necessary, desirable and in the best interests of the taxpayers and citizens of the Municipality for the Municipality to authorize, execute, deliver, and perform the Project Development Agreement.

(c) The Municipality possesses all powers necessary to undertake the transactions and obligations described in the Project Development Agreement, and the Municipality so acts in accordance with and pursuant to the authority and powers conferred by Amendment 772 to the Constitution of Alabama of 1901 (recodified as Section 94.01 to the Constitution of Alabama of 1901).

(d) As required under Amendment 772, the Municipality caused notice to be published in The Anniston Star, at least seven days prior to the adoption and execution of this resolution, that a public meeting would be held on January 3, 2017 at 5:30 p.m. in the Council Chamber – Anniston City Hall in the City of Anniston, Alabama for the purpose of approving an economic development incentive as it is set forth in the Project Development Agreement.

(e) The Municipality's expenditure of public funds and lending of its credit for the purposes specified in the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private persons or entities, including the Owner.

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 Project Development Agreement; and

(b) The terms and provisions of the Project Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the City Manager shall deem necessary and appropriate, which approval shall be conclusively evidenced by execution and delivery of the Project Development Agreement as hereinafter provided.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Project Development Agreement 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 Project Development Agreement and to attest the same.

Section 4. The City Manager 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 Project Development Agreement, as the City Manager and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Project Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Project Development Agreement.

Section 5. The Municipality desires, before the issuance of the Warrant referenced in the Project Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Project Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Calhoun County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale is hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 6. 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 Project Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 7. 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 8. This resolution shall take effect immediately.

PASSED AND ADOPTED on this the \_\_\_ day of January, 2017.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

\_\_\_\_\_  
Jack Draper, Mayor

\_\_\_\_\_  
Jay W. Jenkins, Council Member

\_\_\_\_\_  
David E. Reddick, Council Member

\_\_\_\_\_  
Ben Little, Council Member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan B. Atkinson, City Clerk

**RESOLUTION NO. 17-R - \_\_\_**

**A RESOLUTION AUTHORIZING AND DIRECTING  
THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH  
RETAIL STRATEGIES**

WHEREAS, the City Council finds that the attraction of new retailers to the City is important to the future development and prosperity of the community through, among other things, the expansion of the City's tax base, employment opportunities and the quality of life offered to its citizens;

WHEREAS, the City Council finds that the best interests of the City and its citizens will be served by the engagement of well connected, experienced professionals who will identify and proactively execute tailored strategies to attract new retailers to the City;

WHEREAS the City Council believes that Retail Strategies has the experience, resources, connections and credibility with retailers, restaurants, developers and brokers nationwide that is needed to promote and realize new retail developments within the City;

WHEREAS the City Council desires to engage Retail Strategies to provide professional services aimed at attracting new and desired retail development within the City;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Anniston, Alabama as follows:

Section 1. The City Manager is authorized and directed to negotiate and execute a professional services agreement with Retail Strategies that is designed to achieve the objectives and to utilize the strategies and processes set forth in the proposal attached hereto as Exhibit A.

Section 2. The professional services agreement between the City of Anniston and Retail Strategies shall be for a term not to exceed thirty-six (36) months and the total fee for completion of the work required under the agreement shall not exceed one hundred and ten thousand dollars (\$110,000), in addition to any special assignment, additional work, and/or additional travel requested and authorized by the City Manager.

PASSED AND ADOPTED this the \_\_\_\_\_ day of January, 2017.

CITY COUNCIL OF THE CITY OF

ANNISTON, ALABAMA

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Jack Draper, Mayor

---

Jay W. Jenkins, Council Member

---

David E. Reddick, Council Member

---

Benjamin L. Little, Council Member

---

Millie Harris, Council Member

ATTEST:

---

Alan B. Atkinson, City Clerk



retail strategies

## Proposal to Anniston, AL

**December 14, 2016**

**Strictly Private & Confidential**

*There's a lot of potential here.*

# Our Value Proposition

Attracting new retail to a community is a complex, connection critical and time consuming, endeavor. The retail recruitment process requires communities to spend valuable time and resources navigating an unfamiliar industry. Before Retail Strategies was founded in 2011, communities who desired to attract retailers to their market took on this endeavor alone or were sold assistance by consultants who provided them research reports, a list of prospects, and limited guidance on who to contact and/or how to approach the deal making process.

Retail Strategies was formed to give communities who desire new businesses the ability to have well connected, experience, and licensed retail real estate professionals aggressively identify and proactively execute tailored strategies to attract new retailers to the market. Our team provides unparalleled service to communities, providing best in class data, real estate analysis, tailored and achievable strategies, and the on-going support to execute your vision.

Retail Strategies has the experience, connections, and credibility with retailers, restaurants, developers, and brokers nationwide. We connect with these professionals on a daily basis to promote our Client markets. In total, we have a rolodex of over 9,000 retailers and their contact information, site selection criteria, and expansion plans. Due to the experience and reputation of our team, there is no retailer that we cannot approach on your behalf.

Our process utilizes industry leading tools and we dedicate well connected professionals to your community. Having these professionals on your side, creating a long term partnership, will generate tremendous value for your community and protect your investment in this economic development effort. We invite you to lock arms with our team and it will be our privilege to exceed your expectations.

## The Retail Strategies Advantage



### Industry Leading Research & Analytics

Retail Strategies utilizes industry leading research, analytic, and GIS platforms to create custom materials for our Clients.



### Real Estate Experience

Retail expansion cannot happen without a real estate transaction. Therefore, real estate is, and should be, the ultimate passion of your retail recruitment partner. The Retail Strategies team features over a dozen currently active, licensed professionals with years of retail real estate experience navigating the deal making process. Invest in experience.



### Adding Experience to Your Team

Retail Strategies has a rolodex of over 9,000 retailers' contact information, expansion goals, and site criteria. Aligning your community with Retail Strategies correlates with excited retailers who will be energized by receiving and discussing a fully vetted expansion opportunity.



### Deal Making

Business attraction involves controlled (research, analytics) and uncontrollable variables (real estate, economy). Aligning your community with Retail Strategies inserts real estate professionals as an extension of your staff who have years of experience navigating the deal making process. We know how to navigate the hurdles to give your community the best opportunity to take interest and turn it in to new businesses opening their doors in your community.



### Your Retail Advocate

Retail recruitment is a marathon, not a sprint. ICSC, Retail Live, and other industry conference allow opportunities for communities to be promoted. However, real estate transactions are typically multi-year processes. Patience and persistent effort are critical to ultimate success. Retail Strategies model is built around being aligned with communities for the long-haul to bring deals out of the ground.

# Scope of Services

Retail Strategies is pleased to present this proposal to Anniston, AL. If given the privilege of working hand in hand with Anniston, Retail Strategies will provide a team of highly trained real estate professionals to execute proven strategies that will be tailored to your unique opportunities to attract new, desired, retail to meet your vision for the community.

## Anniston, AL Objectives:

- Identify key, attractive, data points that make Anniston a destination for new retail
- Identify strategic and underutilized real estate assets within Anniston
- Attract desired retail and restaurants to the community
- Promote and attract development to Anniston
- Assist in the retention of business through research and analytics
- Educate City Staff, Community Leaders, & Key Stakeholders on retail trends, expansion, and deal making
- Be represented at Retail Trade Shows nationwide (ICSC & Retail Live)
- Provide feedback, negative or positive, from retailers on why they are or are not considering the market

## Discover Process

Data and Analytics	Boots on the Ground Real Estate Analysis	Community Input And Vision
<p>Retail Strategies has partnered with the industry leaders in research and analytics so we can provide the deepest, most thorough, look in to your community and its consumers. Data enables our professionals and your community leaders to gain a world-class knowledge of critical data points and how these data points can be used as a tool to promote the community.</p>	<p>Through deploying our experienced real estate professionals to your community we are able to identify the key real estate assets within the community. These real estate assets are your product. We spend countless hours identifying who the potential buyers are for these assets. All of the sites are logged and recorded on a GIS platform so they can be fully utilized by your recruitment team.</p>	<p>Our model and strategies are not 'one size fits all' because each community we work with has unique attributes and vision for their future. The professionals who work on behalf of Anniston are here to incorporate the community vision, desired retailers, and local input to your strategy.</p>

## Below are Examples of Information We Investigate to Develop Your Retail Strategy

Trade Area Identification	GAP Analysis	Peer Analysis	Psychographic Analysis	Mobile Data Collection	Consumer Spending Analysis
Real Estate Analysis	Focus Properties	Development Opportunities	Redevelopment Opportunities	Key Intersections	Key Retail Nodes
Retail Competitor Mapping	Market Supply Analysis	Market GLA Analysis	Priority Business Categories	Shopping Center Analysis	Workplace Analysis
Quarterly Population Trends	Community Input	Desired Businesses	Traffic Counts	Industry Trends	Retail Expansion

## Retail Strategy

Following our Discovery process, your Retail Strategies team will present the findings and provide a **70+ page** comprehensive review on the unique data points, strategic and underutilized real estate assets, retailers who fit your market, and many more topics to give your community leaders the greatest insight into the market. Below are key items covered in the deliverable and presentation.

### Trade Area Identification

By utilizing mobile data collection, data and analytics and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

### Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home location of consumers that visit a defined shopping area within the community.

### GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

### Psychographic Analysis

Psychographic analysis is demographic short hand. This information was developed to segment consumers by demographics, consumer preferences, and spending patterns

### Peer Community Analysis

Identification and comparison of similar communities to measure your retail base and identify opportunities from a categorical perspective

### Real Estate Assets

An in-market study which identifies within the community various opportunities: strategic focus properties, underutilized assets, development zones, and redevelopment zones

### Retail Prospects

Your team will present a list of expanding concepts looking for markets just like yours.

### Retail Trends & Expansion

Education on the trends of retail and who is expanding. This information is critical to understand who your market can and will attract.



# Implementation

## Proactive Recruitment

Following the presentation of the the Retail Strategy, we will begin the heavy lifting of retail recruitment. The professionals at Retail Strategies will put your data and underutilized real estate assets to work by connecting them with targeted businesses. Our team has connections nationwide that we will leverage on your behalf. We know who to contact, we also know the expansion plans and the site criteria for over 9000 retailers and restaurants.

## Property Owners & Brokers

Retail Strategies will connect and network with property owners and brokers in your community. It is mission critical for our team to build relationships with these individuals and provide an understanding that we are here to help and not diminish their return on efforts or investment.

## Timeline for New Retail

Retail recruitment is a marathon, not a sprint. Real estate transactions involve multiple parties and every deal will be influenced by uncontrolled variables which may speed up or slow down the timeline for retailers' commitment to new locations.

The bottom line: this process takes time. Patience and persistence are critical. Our team understands the common obstacles of real estate transactions and will implement strategies to bypass these pitfalls. Aligning your community with Retail Strategies best positions your market to attract new retail.

## Who We Connect With On Your Behalf

Our Team will be contacting those parties necessary to get deals done:

- Identified city contact(s)
- Local property owners
- Brokers
- Developers
- Investors
- Directors of real estate
- Franchisees
- Local business owners
- Many other decision makers

## National Representation

The International Council of Shopping Centers (ICSC) and Retail Live are the leading global trade associations for the retail industry. ICSC and Retail Live help the public and private sectors understand the industry through educational programs, publications, certification programs, and (most popular) Deal Making Conventions. Each year these two organizations put on over twenty conferences for real estate professionals to connect to discuss deals. We attend each conference on your behalf to communicate, one on one, the opportunities in your market with the business we are targeting on your behalf.

### 2016 Conferences

Las Vegas	Nashville
Atlanta	Austin
Dallas	Chicago
New York City	New Orleans
San Diego	Washington DC
Orlando	Charlotte



# Initial Timeline

Following the execution of our agreement, Retail Strategies immediately begins working to better understand and identify opportunities within the market. The following diagram gives you a brief perspective on the completion dates for the materials that go in to the Retail Strategy. These dates can fluctuate depending on time of year, conference dates, and other opportunities that can benefit your community.

	<ul style="list-style-type: none"><li>• Contract execution</li><li>• Basecamp access</li><li>• Portfolio Director contacts client</li><li>• "Getting Started" documents are sent</li></ul>
	<ul style="list-style-type: none"><li>• Research complete</li><li>• Market aeriels complete</li><li>• Getting Started documents are due</li></ul>
	<ul style="list-style-type: none"><li>• Prospect list complete</li><li>• Custom research complete</li></ul>
	<ul style="list-style-type: none"><li>• Real Estate Analysis complete</li><li>• Marketing Guide complete</li><li>• Recruitment Objectives complete</li><li>• Focus Properties submitted</li></ul>
	<ul style="list-style-type: none"><li>• Retail Recruitment Plan complete</li><li>• Presentation scheduled</li></ul>
	<ul style="list-style-type: none"><li>• Retail Recruitment &amp; Strategy Implementation</li><li>• National Representation</li><li>• Your Research Concierge</li></ul>

# Our Team



## Prior to Joining Retail Strategies

Our Team Worked For and With the Following Entities in Retail Real Estate



"Our investment in Retail Strategies has been one of the best decisions passed by our Chamber's leadership. I strongly recommend you consider using their services. You will definitely be pleased with their product."

*Linda Lewis, Walker County, AL*



"I have been more than pleased with the work Retail Strategies has done on behalf of the city. Not only has Retail Strategies worked closely with us but they have also worked directly with a local investment group as well as with both local and regional developers to attract retailers to Liberal."

*Jeff Parsons, Liberal KS*



"What closed the deal finally was when Retail Strategies came in and gave the company the demographic information they wanted and showed the company how Macerich was making the investment in SouthPark Mall."

*Ray Forsythe, Moline IL*

# Reporting, Invoicing, and Fee Schedule

The initial length of this partnership is a year-to-year, 36 months (3 years), agreement following the receipt of the fully executed agreement. A timeline for the first 90 days will be submitted within seven days of the fully executed agreement. We will make a minimum of three trips to Anniston during the partnership.

## Project Fees

### Anniston, AL

The total fee for completion of work is \$110,000 payable in three installments over the 36-month period:

1. \$30,000 upon execution of the agreement
2. \$40,000 upon contract renewal date for Year 2
  - o An invoice will be sent 60 days prior to renewal date.
3. \$40,000 upon contract renewal date for Year 3
  - o An invoice will be sent 60 days prior to renewal date.

Project fees are due within 30 days of receipt of the invoice. Should Anniston request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by Anniston in advance of commencing any additional work. Pricing valid for 90 days.

**“It’s not about what we are going to give you, it’s about what we are going to build together. ”**

**- Robert Jolly, CEO**

## Client Responsibilities

Anniston will designate a project liaison who will serve as Retail Strategies’ primary contact during the partnership.

Anniston will provide information relevant to the project such as prior retail studies, current traffic count data, surveys, maps, aerials, infrastructure plans, and any other plans that may influence the development of the Retail Recruitment Plan.

Anniston will provide city or organization logo and contact information as it should appear on the marketing material.

**Q & A**

### Why invest in Retail Strategies?

- Quality
- Service
- Value

Progressive communities across the county have decided to be proactive in their approach to retail and retail recruitment. To effectively identify and attract the desired retail concepts to your community, you need more than data reports, a list of prospects, and prepared marketing packages. Our partnerships involve hands-on, person-to-person contact, with our clients, retail real estate decision makers, property owners, brokers, and a variety of other contacts. Let us connect the dots in this complex industry for you to create the meaningful results for your community.

# Technical Proposal

## PHASE 1

### DATA & ANALYTICS | REAL ESTATE ANALYSIS | COMMUNITY INPUT | RETAIL STRATEGY

- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis
- Competition analysis identified target zones trade area(s)
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Aerial imagery of trade area(s)
- Retail competitor mapping/analysis
- Identification of at minimum 30 retail prospects to be targeted for recruitment in the first year of our partnership
- Monthly updates provided on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area
- Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals with 10+ years of collective experience
- Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Perform competitive analysis of existing shopping centers and retail corridors
- Active outreach to local brokers and land owners
- Target List of Retailers and Restaurants (minimum of 30)
- Customized Marketing Guide (four pages)
- Target Zones for Development, Redevelopment, and Leasing
- Focus Properties
- Presented by the Team via Conference Call and/or Skype

## PHASE 2

### RETAIL RECRUITMENT | IMPLEMENTATION | NATIONAL REPRESENTATION

- Pro-active retail recruitment for targeted zones
- Will contact a minimum of 30 retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client’s designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
- ICSC conference representation- updates provided according to the yearly conference schedule

## PHASE 3

### RETAIL STRATEGY UPDATES | IMPLEMENTATION UPDATES

- One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
- On Demand Reporting – by partnering with Retail Strategies we become your research arm providing data to our contracting entity as it is requested.
- Retail trends, mergers, and acquisitions