

## CITY OF ANNISTON

December 6, 2022

5:30 P.M.

- INVOCATION
- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL
- READING/APPROVAL OF MINUTES OF PREVIOUS MEETING
  - November 15, 2022 Regular meeting
- ADDITIONS/DELETIONS TO THE AGENDA
- ADOPTION OF AGENDA

### I. RECOGNITION

- (a) Anniston Changers

### II. PUBLIC HEARING

#### **Speaking to a Public Hearing Item**

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

- (a) Receive public comments over-ruling objections to the abatement of identified nuisances (Group 2022-02 Grass/Debris/Vehicles)
- (b) Receive public comments regarding a resolution approving a certain Development Agreement between Coldwater Mountain Brewpub, LLC and the City of Anniston

### **III. UNFINISHED BUSINESS**

- (a)** Motion to approve a Bingo Permit to 7 Springs Ministries located at 33 Old Gadsden Hwy, Anniston, Alabama 36201

### **IV. CONSENT AGENDA**

- (a)** Resolution over-ruling objections to the abatement of identified nuisances (Group 2022-02)
- (b)** Resolution declaring personal property as surplus and authorizing the disposal of said property
- (c)** Motion to approve bids for the purchase of one (1) 2023 Police Responder Crew Cab Pickup Truck for the Anniston Police Department
- (d)** Motion to approve bids for the purchase of one (1) 2023 Super Cab Pickup Truck for the Anniston Police Department
- (e)** Motion to approve bids for the purchase of up to three (3) Sport 4x4 4-Door SUVs for the Anniston Police Department
- (f)** Motion to approve a Retail Beer (Office Premises Only) Retail Table Wine (Office Premises Only) Alcohol License Application to Omar Mart LLC d/b/a Omar Mart located at 1229 Wilmer Avenue within the corporate city limits

### **V. RESOLUTIONS**

- (a)** Resolution authorizing an Economic Development Agreement between the City of Anniston, Alabama and Coldwater Mountain Brewpub, LLC
- (b)** Resolution authorizing purchase of Sutphen Corporation Custom Pumpers and Lease-Purchase Agreement with Leasing 2, Inc.

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

## VII. PUBLIC COMMENTS

### 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 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. Members of the general public who would like to address the City Council during the Public Comment portion of the meeting, may do so in accordance with the rules outlined in Ordinance 21-O-22 adopted by the City Council on November 2, 2020 as stated:

**Section 12.** Members of the public may address the Council or speak on matters of public concern during the period of the meeting agenda reserved for public comments, subject to the following procedures:

(a) No person shall be allowed to speak during public comments unless he or she submits a Request to Speak During Public Comments form to the Office of the City Manager no later than 3:00 P.M. on the Friday before the Council meeting. The request shall identify the speaker by name and residential address and shall specify the date of the meeting in which the speaker desires to offer public comments.

(b) The period for public comments shall be open to the **first ten (10) persons** who submit a timely request to speak during the meeting at hand.

(c) In advance of each meeting, the City Manager shall provide the Council a list of the persons authorized to speak during the period for public comments, not to exceed ten (10) persons, which shall identify the speakers in the order in which their requests were made. The presiding officer shall call on each person from the list. Once recognized, each person shall be provided no more than **three (3) minutes** to complete his or her public comments.

(d) Those persons who make a timely request, after the first ten (10) requests, shall be first on the list of persons authorized to speak during the period for public comments in the next meeting, unless he or she asks to be removed from the list.

**Section 13.** All comments made by members of the Council shall be restricted to the matter under consideration and shall be addressed to the presiding officer, except during the period of the meeting reserved for Council Comments. All comments made by members of the Council shall be restricted to three (3) minutes, unless the presiding officer grants exception for good cause.

**Section 14.** No comments shall be permitted by a member of the Council or by a member of the public that is of a disparaging nature or which would constitute a personal attack on the integrity of any member of the Council or the staff of the City.

Once the speaker has been recognized to speak, he/she 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 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.

(a) Shawana Hill

(b) Glen Ray

(c) Richard Jackson

(d) Jim Pritchett

## VIII. COUNCIL COMMENTS

### ADJOURNMENT

# MINUTES

Anniston, Alabama

November 15, 2022

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Tuesday, November 15, 2022, at approximately 5:30 o'clock p.m.

Reverend Anthony Cook, Pastor of Christian Fellowship Bible Church, prayed the Invocation.

Reverend Anthony Cook, Pastor of Christian Fellowship Bible Church, 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, Roberts, Smith, and Draper; absent: Council Member Harris. A quorum was present and the meeting opened for the transaction of business.

Bruce Downey, City Attorney, was present.

Council Member Smith made a motion to waive the reading of and approve the minutes of the November 1, 2022 regular meeting. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried and the November 1, 2022 regular meeting minutes were approved.

Mayor Draper made a motion to approve the agenda with the addition of public hearings for rezoning property at 50 Cave Road from Suburban Neighborhood 2 to Suburban Corridor and rezoning property at 103 S. Wilmer Avenue from Urban Neighborhood 1 to Suburban Corridor. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried and the amended agenda was adopted.

Mayor Draper read a proclamation honoring the women of the Iota Mu Omega Chapter of Alpha Kappa Alpha Sorority Incorporated.

The council recognized the Calhoun County Veterans.

Mayor Draper opened a public hearing to receive public comments regarding rezoning property at 50 Cave Road from Suburban Neighborhood 2 to Suburban Corridor. No one spoke. Mayor Draper closed the public hearing to receive public comments regarding rezoning property at 50 Cave Road from Suburban Neighborhood 2 to Suburban Corridor.

Mayor Draper opened a public hearing to receive public comments regarding rezoning property at 103 S. Wilmer Avenue from Urban Neighborhood 1 to Suburban Corridor. No one spoke. Mayor Draper closed the public hearing to receive public comments regarding rezoning property at 103 S. Wilmer Avenue from Urban Neighborhood 1 to Suburban Corridor.

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution declaring a reported condition to be a public nuisance (Group 2022-02) 22-R-56

- (b) Resolution declaring certain personal property surplus and authorizing the donation of said property 22-R-57
- (c) Resolution declaring various pieces of equipment as surplus and authorizing their sale 22-R-58
- (d) Motion to approve bid for interactive software design services for the Anniston Museum of Natural History's hands-on discovery exhibit, Force Factory to Relative Scale in the amount of \$149,700.00

The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried and the consent agenda was approved.

Mayor Draper introduced a Resolution Amending FY2019 Annual Action Plan.

#### **RESOLUTION NUMBER 22-R-59**

##### **PROPOSED AMENDED 2019 ACTION PLAN REALLOCATION OF CDBG -PUBLIC WORKS**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA, AUTHORIZING THE ADOPTION AND APPROVAL OF THE FISCAL YEAR 2022 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

WHEREAS, the City of Anniston has been designated as "Entitlement Community" and therefore receives direct annual funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program; and a "Participating Jurisdiction" under the Home Investment Partnerships Act Program;

WHEREAS, the City is hereby amending 2019 Annual Action Plan to reallocate a total of \$145,625.20 in unexpended CDBG funds to the City of Anniston Public Works Department for Clearance and Demolition Program, as noted in the table below; and

Grant	Year	Approved Uses/Proposed Transfers	Proposed Change
CDBG	2019	The Little Preschool	(\$3,990.00)
CDBG	2019	Anniston Housing Authority - Cooper Homes	(\$116,635.20)
CDBG	2019	Habitat for Humanity - Housing Rehabilitation	(\$25,000.00)
		Proposed Recaptured Funds	(\$145,625.20)
CDBG	2019	Anniston Public Works – Clearance & Demolition	\$145,625.20
		Subtotal Reallocated Funds	\$145,625.20
		<b>TOTAL REALLOCATION</b>	<b>\$145,625.20</b>

WHEREAS, this Substantial Amendment to the 2019 Annual Action Plan has been published for the HUD-required 30-day citizen participation, review and comment period;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama, that the City Manager is hereby authorized to sign the agreement and all documentation relating to the amendment.

PASSED AND ADOPTED this 15th day of November, 2022

Council Member Roberts made a motion to approve the Resolution amending FY2019 Annual Action Plan. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried and the resolution was approved. 22-R-59

Council Member Jenkins left the council chambers at 5:48 p.m.

Mayor Draper introduced the Ordinance rezoning property at 50 Cave Road from Suburban Neighborhood 2 to Suburban Corridor. (1<sup>st</sup> Reading)

Council Member Smith made a motion to read the ordinance by title only. The motion was seconded by Council Member Roberts.

Mayor Draper opened a public hearing to receive a public comment on reading the ordinance by title only. No one spoke. Mayor Draper closed the public hearing to receive a public comment on reading the ordinance by title only.

And on call of the roll the following vote was recorded: ayes: Council Member Roberts, Smith, Harris and Draper; nays: none. The motion carried.

Mayor Draper read the Ordinance rezoning property at 50 Cave Road from Suburban Neighborhood 2 to Suburban Corridor by title only.

Council Member Harris made a motion for unanimous consent for immediate consideration. The motion was seconded by Council Member Roberts and on call of the roll the following vote was recorded: ayes: Council Member Roberts, Smith, Harris and Draper; nays: none. The motion carried.

Mayor Draper made a motion for passage and adoption of the Ordinance rezoning property at 50 Cave Road from Suburban Neighborhood 2 to Suburban Corridor. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Roberts, Smith, Harris and Draper; nays: none. The motion carried and the ordinance was passed and adopted. 22-O-16

Council Member Jenkins returned to the council chambers at 5:49 p.m.

Mayor Draper introduced the Ordinance rezoning property at 103 S. Wilmer Avenue from Urban Neighborhood 1 to Suburban Corridor. (1<sup>st</sup> Reading)

Council Member Jenkins made a motion to read the ordinance by title only. The motion was seconded by Council Member Smith.

Mayor Draper opened a public hearing to receive a public comment on reading the ordinance by title only. No one spoke. Mayor Draper closed the public hearing to receive a public comment on reading the ordinance by title only.

And on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried.

Mayor Draper read the Ordinance rezoning property at 103 S. Wilmer Avenue from Urban Neighborhood 1 to Suburban Corridor by title only.

Council Member Smith made a motion for unanimous consent for immediate consideration. The motion was seconded by Council Member Roberts and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried.

Mayor Draper made a motion for passage and adoption of the Ordinance rezoning property at 103 S. Wilmer Avenue from Urban Neighborhood 1 to Suburban Corridor. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris and Draper; nays: none. The motion carried and the ordinance was passed and adopted. 22-O-17

Council Member Jenkins stated that he appreciates the veteran's group and the hard work of Ken Rollins and others for the Veteran's Day events.

Council Member Roberts stated that they are starting to make progress in Anniston and he thanks the departments within the city for their work.

Council Member Smith had no comment.

Council Member Harris thanked the staff and fellow council members. She stated that gratefully, the city is moving forward.

Mayor Draper echoed the sentiments regarding the veterans and he encouraged everyone to come out Friday as Anniston High School takes on Andalusia.

There being no further business to come before the council at that time Mayor Draper made a motion that the meeting be adjourned. The motion was seconded by Council Member Roberts; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Roberts, Smith, and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 5:56 o'clock p.m.

# CONSENT AGENDA

**RESOLUTION NUMBER 22-R-\_\_**

**A RESOLUTION OVER-RULING OBJECTIONS TO THE ABATEMENT OF IDENTIFIED  
NUISANCES**

**WHEREAS**, Act 1995-375, Section 2, Amended by Act 2004-256 and codified as Sections 45-8-172, et seq. of the Code of Alabama, 1975, defines public nuisances and authorizes the City to order or otherwise accomplish the removal of such nuisances; and

**WHEREAS**, the City of Anniston has identified herein a specific list of such nuisances and the appropriate remedies to abate each nuisance; and

**WHEREAS**, the City of Anniston has notified the property owners or other parties that may be held responsible and has held a public hearing to consider objections to the proposed remedy as required by law.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Anniston, Alabama that all objections and protests to the nuisance remedies identified in Exhibit "A" attached is hereby over-ruled and the recommended remedies are ordered to be applied to abate the nuisances according to the procedures and processes in Section 34.3 of the Code of Ordinances of the City of Anniston, Alabama.

**PASSED AND ADOPTED** this the 6<sup>th</sup> day of **December, 2022.**

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

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

BY: \_\_\_\_\_  
Jay Jenkins, Council Member

BY: \_\_\_\_\_  
Demetric Roberts, Council Member

BY: \_\_\_\_\_  
Ciara Smith, Council Member

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

ATTEST:

\_\_\_\_\_  
Skyler Bass, City Clerk

**Exhibit "A"****Group 2022-02 Grass, Debris & Vehicles**

<b>Address</b>	<b>PPIN</b>	<b>Violation</b>	<b>Owner</b>
127 S. Spruce Ave	63041	Grass/Debris	INA Group LLC
321 H Street	63231	Vehicles	TD Brown DBA Heritage Financial
706 S. Christine Ave	66491	Grass/Debris	K&R Property Group-Rosetta Fennell
706 Sugarloaf Lane	14890	Grass/Debris	HUD
716 W 3 <sup>rd</sup> Street	18401	Grass/Debris	Dorothy New
805 Hillyer High Rd	66917	Grass/Debris	William Bass/AmeriHome Mortgage
901 Isabell Ave	18053	Vehicle	Theodore J Fiorella
909 W. 17 <sup>th</sup> Street	19525	Grass/Debris	INA Group LLC
930 Highland Ave	17766	Grass/Debris	Old South Property Investors LLC
931 Claxton Street	19203	Grass/Debris	Joe Phillips Estate
1106 West 16 <sup>th</sup> St.	19537	Grass/Debris	INA Group LLC
1214 Cobb Ave	19368	Grass/Debris	Harold Hall
1418 Leighton Ave	20946	Grass/Debris	James Cottles
1501 Quintard Ave	75715	Grass/Debris	ARC CAFEUSA001 LLC (Wendy's)
1714 Dooley Ave	62965	Grass/Debris	Edna Cosper
1814 Cobb Ave	62247	Grass/Debris	INA Group LLC
1820 Front Street	66969	Grass/Debris	INA Group LLC
2218 Moore Ave	25273	Grass/Debris	Kimberly Hall
2626 Gurnee Ave	61599	Grass/Debris	Gordon F Fennell

**RESOLUTION NO. 22-R-\_\_\_\_**

**A RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY**

**WHEREAS**, the City Council of the City of Anniston, Alabama, hereby finds that those the pieces of equipment and personal property more particularly described on Exhibit "A" attached hereto and incorporated herein are not now presently being used for municipal purposes, nor are they needed for use by the City of Anniston in the future, and

**WHEREAS**, the City Council is desirous of disposing of said equipment/personal property.

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

**Section 1.** That those certain pieces of equipment/personal property more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, be and the same are hereby declared surplus to the needs of the City of Anniston.

**Section 2.** That Skyler Bass, City Clerk of the City of Anniston, be and she is hereby authorized, directed, and empowered to destroy/dispose of and/or sell said equipment/personal property referenced on Exhibit "A" attached hereto and incorporated herein and to execute title certificates, bills of sale or other documents of conveyance to the purchasers, provided, however, that all sales of equipment/personal property shall be "as is - where is" with no warranties expressed or implied.

**Section 3.** This resolution shall become effective immediately upon its passage and adoption by the City Council.

**PASSED AND ADOPTED** this the **6<sup>th</sup>** day of **December, 2022**.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

\_\_\_\_\_  
Jay Jenkins, Council Member

\_\_\_\_\_  
Demetric Roberts, Council Member

\_\_\_\_\_  
Ciara Smith, Council Member

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

ATTEST:

\_\_\_\_\_  
Skyler Bass, City Clerk

EXHIBIT A

Inventory No.	Description	Serial Number	Explanation
FS240	Stihl Weedeater	177048573	No longer works
FS240	Stihl Weedeater	181786354	No longer works
BR430	Stihl Backpack Blower	514142020	No longer works
BR600	Stihl Backpack Blower	505405312	No longer works

## RESOLUTIONS

**RESOLUTION NO. 22-R-\_\_**

**AUTHORIZING ECONOMIC DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ANNISTON, ALABAMA AND  
COLDWATER MOUNTAIN BREWPUB, LLC**

BE IT RESOLVED by the Council for the City of Anniston (the "Council"), as governing body for 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 Coldwater Mountain Brewpub, LLC (the "Owner"), have prepared that certain Economic Development Agreement to be dated the date of delivery (the "Agreement"), as set forth hereinafter as Exhibit A, 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 Council to authorize, execute, deliver, and perform the Agreement.

(c) The Municipality possesses all powers necessary to undertake the transactions and obligations described in the 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 (re-codified 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 December 6, 2022, at 5:30 p.m. in the Anniston City Meeting Center for the purpose of approving an economic development incentive as it is set forth in the Agreement.

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

(b) The terms and provisions of the Agreement, in substantially the form and of substantially the content as set forth hereinafter, 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 Agreement as provided by this resolution.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the 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 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 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 Agreement or in order to duly and punctually observe and perform all agreements and obligations of the Municipality under the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor, City Manager, or any officer 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 Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. This resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED on this the 6<sup>th</sup> day of December, 2022.

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Jack Draper, Mayor

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Jay Jenkins, Council Member

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Demetric Roberts, Council Member

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Ciara Smith, Council Member

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Millie Harris, Council Member

ATTESTED

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Skyler Bass, City Clerk

## **ECONOMIC DEVELOPMENT AGREEMENT**

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is between the City of Anniston, an Alabama municipal corporation (the "City"), and Coldwater Mountain Brewpub, LLC (the "Owner" and, together with the City, the "Parties").

WHEREAS, the City supports and encourages business development in order to grow tax revenues and increase the quality of life of its citizens.

WHEREAS, Amendments Nos. 761 and 772 to the Constitution of Alabama (1901) as amended (collectively, the "Constitutional Amendments") authorize the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City.

WHEREAS, Owner leased property located at 1208 Walnut Avenue, Anniston, AL 36201, within the corporate limits of the City of Anniston, in Calhoun County, Alabama.

WHEREAS, Coldwater Mountain Brewpub, LLC has entered into a lease agreement with McWhorter Properties - CMB, LLC. to locate a manufacturing brewery and retail restaurant operation directly adjacent to the future Chief Ladiga Trail System, with projected annual sales of \$2,750,000.00

WHEREAS, the Owner plans to invest significant capital based on the City's public commitment to complete the Chief Ladiga Trail System in a timely manner

WHEREAS, the financial feasibility of the overall project is largely dependent on the timely completion of the Chief Ladiga Trail System

WHEREAS, the total cost of real property improvements at the Development Property relating to the installation of a manufacturing brewery & restaurant is anticipated to be approximately \$620,000.00, inclusive of the Project costs, which is anticipated to produce increased sales and use tax revenues to the City and will provide the opportunity for new, full, and part-time jobs.

WHEREAS, Owner has requested assistance and cooperation from the City in the economic development of the Development Property, and the City has agreed to provide certain funding in the form of tax revenue sharing to assist with the costs of development of the Project in order to induce Owner to undertake and complete the Project.

WHEREAS, the Parties desire to set forth these inducements in a valid, binding, and enforceable agreement to set forth the framework for the relationship between the City and Owner with regard to the Project.

WHEREAS, the City has determined that the economic base of the City, as well as the prosperity and welfare of its citizens and the citizens of Calhoun County, will be advanced by the Project. The City finds that providing financial assistance for the Project is consistent with the Constitutional Amendments and in furtherance of the City's economic development objectives.

WHEREAS, the City endorses and believes it is in the best public interest to enter into an agreement with Owner pursuant to which Owner will undertake construction and operation of the Project and that the City's inducements will promote the economic development of the City and, accordingly, are for a public purpose and are authorized by and consistent with the Constitutional Amendments.

WHEREAS, the primary terms of this agreement were duly advertised by the City in accordance with the requirements of the Constitutional Amendments, and a public meeting was conducted by the City Council of the City on \_\_\_\_\_, and in accordance with the Constitutional Amendments.

WHEREAS, upon the execution of this agreement by both parties, the commitments contained in this agreement shall become legally binding obligations of the City and Owner.

NOW, THEREFORE, it is agreed by the Parties in consideration of the mutual covenants and provisions and subject to the terms and conditions hereinafter set forth, as follows:

Section 1. Development. Owner agrees to expend a minimum of \$620,000.00 on the Project. To the extent economically feasible, Owner shall use reasonable efforts to provide opportunities for individuals and entities based in Anniston or Calhoun County to participate in the construction of the Project on the Development Property.

Section 2. Employment. Once constructed and approved for opening, Coldwater Mountain Brewpub, LLC would employ 32 employees (15 full time, 14 part-time and 3 managers) with a projected aggregate annual salary of \$480,000.00 on the Development Property.

Section 3. Infrastructure and/or interior capital improvement. Owner plans to make certain improvements, add certain infrastructure and/or interior capital improvements and incur certain development cost within and in connection with the Development Property.

Section 4. Public Purpose of the Project. The City does hereby ascertain, determine, declare and find that development and implementation of the Project with the assistance of the City described herein is in the best interest of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promoting local economic development and stimulating the local economy; increasing employment opportunities in the City; increasing the City's tax base, which will result in additional tax revenues for the City; and promoting the expansion and retention of business enterprise in the City. The City finds that the above-cited items constitute important public benefits to the City and its citizens. Pursuant to the Constitutional Amendments, the City does hereby ascertain, declare and find that the expenditure of public funds for the purposes described herein is in the best interest of the City and will serve a valid and sufficient public purpose notwithstanding any incidental benefit accruing to Owner or any other private entity or entities.

Section 5. Reimbursement Payments. In consideration of the development of the Project by Owner as described in Sections 1 and 3 above the City agrees to pay to Owner a sum equal to 2% of the City's 5% sales tax proceeds from sales at Coldwater Mountain Brewpub, LLC for a period of five (5) years commencing on the opening date of Coldwater Mountain Brewpub, LLC associated with the Project (the "Abatement Amount"). The Abatement Amount will be paid to

Owner through a refund of sales tax revenues generated from Coldwater Mountain Brewpub, LLC to be located on the Development Property. The City will make quarterly payments to Coldwater Mountain Brewpub, LLC, of the Abatement Amount accrued through the immediately preceding quarter.

Section 6. Reimbursement Period. Payments will be made to Owner commencing after the opening date of Coldwater Mountain Brewpub, LLC associated with the Project. Construction must commence within 6 months of the executed agreement. Council must approve any construction extension requested. For the purposes of this agreement, the opening date shall be the earlier of (1) the date when Owner notifies the City that Coldwater Mountain Brewpub, LLC is open to the public for business and operating the business, or (2) 12 months after the final execution of this agreement, whichever occurs first.

The payment of the Abatement Amount to Owner shall continue until the earliest to occur of (i) the fifth anniversary of the opening date (as defined in this Section 6); or (ii) the total Abatement Amount paid by the City to Owner equals \$246,866.00; or (iii) upon completion of the Chief Ladiga Trail System. The obligation for payment under this agreement shall apply to all sales by Coldwater Mountain Brewpub, LLC from the Project on and after the opening date.

Section 7. Tax Abatement. Owner agrees not to apply for any abatement from municipal or county ad valorem taxation on the Development Property during the term of this agreement; provided that Owner may exercise its rights as a property owner/tenant to contest and challenge any assessment of taxes.

Section 8. Assignment. Owner's rights under this agreement may not be assigned in any manner to any party without the express written consent of the City authorized by a resolution adopted by the City Council. In no event shall the rights of Owner pursuant to this agreement be deemed to run with title to the Development Property and the Abatement Amount shall continue to be paid to Owner under all circumstances.

Section 9. Remedies to Owner. Failure by the City to pay any sums when due hereunder shall constitute a default by the City under this agreement. Upon the occurrence of such default by the City, Owner may pursue whatever legal remedies as may be available to Owner at law or in equity to collect the amounts owed to it under this agreement, or to enforce any obligation, covenant, or agreement of the City under this agreement. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity or by statute.

Section 10. Mortgagee. Notwithstanding any of the provisions of this agreement, neither the holder of any mortgage (including any holder who obtains title to the Development Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof) nor purchaser of the property at any mortgage foreclosure sale is obligated to construct or complete the construction of the Project as provided herein, or to guarantee such construction or completion, nor will any covenant or other provision be construed to obligate such holder or purchaser.

Section 11. Delay or Force Majeure. No party will be deemed in breach or default of its obligations on the development and construction of the improvements on the Development Property if the delay is due to cause beyond the control and without the fault or negligence of the party who has the obligation. Upon receiving a written request from Owner, the time for performance may be extended upon approval of the City of such time as it determines would be appropriate under the circumstances. The City agrees not to unreasonably deny, withhold, condition, or delay its consent to extend the time.

Section 12. Notice and Cure. Except as otherwise provided in this agreement, in the event of any default in or breach of this agreement, or any of its terms and conditions, by any party, or any successor of such party, the party (or successor) will, upon written notice from the other party, promptly proceed to cure or remedy the default or breach, and, in any event, within 60 days after receipt of such notice, or such additional time if reasonable under the circumstances. If such action is not taken or not diligently pursued within a reasonable time, the aggrieved party may institute such proceedings as are available at law and as may be necessary or desirable in its opinion to cure and remedy the default or breach.

Section 13. No Waiver. Except as otherwise set forth in this agreement, any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights hereunder will not, as long as the breach or default of another party continues, operate as a waiver of such rights or deprive it or limit such rights in any way. No actual waiver made by a party with respect to any specific default will be considered or treated as a waiver of any additional rights of that party except to the extent specifically waived in writing.

Section 14. [Intentionally Omitted.]

Section 15. Breach. If Owner fails to comply with all the aforementioned provisions, it will constitute breach of the agreement and, as the City's sole remedy, the incentive will not be paid; provided that any failure of Owner to meet its obligations under this agreement that is caused in whole or in part by any action or inaction of the City or its affiliates shall not constitute a breach hereunder.

Section 16. Compliance with Laws. Plans and specifications for the construction of any buildings will comply with all applicable federal, state and local laws and regulations, including applicable zoning laws and guidelines, including design review guidelines, to the extent applicable (it being understood that Owner shall have no operational authority over the plans, construction or operation of the Coldwater Mountain Brewpub, LLC's building and related improvements by Coldwater Mountain Brewpub, LLC and makes no representations, warranties or covenants with respect thereto, including compliance with applicable federal, state and local laws and regulations).

Section 17. Financial Commitment. Owner represents that it has made arrangements for sufficient equity capital and commitment for financial assistance, which may be necessary to accomplish its obligations hereunder.

Section 18. Enforceability. It is intended and agreed that these agreements and covenants will be binding for the benefit of the community and the City and enforceable by either the City or Owner against the other party and their successors and assigns.

Section 19. Non-Discrimination. Owner agrees that while it or its successors and assigns have an interest in the Development Property, solely with regard to work being performed by Owner or its contractors for the Project, it will not discriminate upon the basis of race, creed, color, religion, sex, national origin, age or disability in the use or occupancy of the Development Property, or any improvement located or erected thereon and further that;

(A) It will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, or disability. Owner will post in conspicuous places, available to employees and applicants for employment with regard to the work to be performed by Owner, notices, to the extent required by federal or state law, setting forth this nondiscrimination policy.

(B) It will, in all solicitations or advertisements for employment placed by it or on its behalf, as it relates exclusively to Owner's work upon the Development Property, state that all qualified applicants will receive consideration for employment without regard to such criteria.

(C) It will not discriminate against any contractor or subcontractor because of race, creed, color, religion, sex, national origin, age or disability and will use reasonable efforts to direct its General Contractor not to discriminate against any subcontractor because of race, creed, color, religion, sex, national origin, age or disability.

(D) The term "discrimination" as used herein will be interpreted in accordance with federal law.

Section 20. [Intentionally Omitted.]

Section 21. Official/Employee Interest. No official or employee of the City may have any personal interest, direct or indirect, in this agreement; nor may they participate in any decision relating to this agreement, which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No official or employee of the City will be personally liable to Owner or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Owner or its successors or on any obligation under the terms of this agreement.

Section 22. Binding Effect. This agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Owner and its permitted successors and assigns as provided herein, and shall be binding upon and shall inure to the benefit of the City and its successors and assigns.

Section 23. Time of the Essence. Time is of the essence of this agreement.

Section 24. Notice. All notices, demands, requests, consents, approvals and other communications required or permitted to be given under this agreement will be in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the parties to be notified as follows:

City:

Mayor Jack Draper  
City of Anniston  
4309 McClellan Boulevard  
Anniston, AL 36201  
(256) 236-3422  
[jdraper@anniston.al.gov](mailto:jdraper@anniston.al.gov)

Owner:

Jason Wilson  
Coldwater Mountain Brewpub, LLC.  
1208 Walnut Avenue  
Anniston, AL 36201  
(256) 403-2334  
[Jason@drinkcoldwater.com](mailto:Jason@drinkcoldwater.com)

Section 25. Broker. The parties represent and warrant that they have not dealt with any broker or finder in connection with the transactions contemplated in this agreement.

Section 26. [Intentionally Omitted.]

Section 27. Severability. If any phrase, provision, or section of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision is rendered invalid or unenforceable according to the terms of any state statute which became effective after the effective date of the resolution authorizing this agreement, the agreement shall not as a whole be invalidated thereby. Rather, all such parts of the agreement as are not held or rendered invalid or unenforceable shall remain in full force and effect as if such invalid or unenforceable phrases, provisions or sections had not been included herein.

Section 28. Decision Not to Proceed. Notwithstanding any language to the contrary contained in this agreement, it is acknowledged and agreed that Owner shall not be liable for breach hereof if Owner does not proceed with development on the basis of a determination made by it, in its sole discretion, that proceeding with the contemplated development would not be economically viable. Furthermore, notwithstanding anything to the contrary herein, Owner shall have no liability to the City for any action or failure of Coldwater Mountain Brewpub, LLC, including, without limitation, Coldwater Mountain Brewpub, LLC decision not to proceed with the Project.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the City has caused this agreement to be executed in its name and on its behalf by the Mayor and to be attested to by the City Clerk, and Owner has caused this agreement to be executed by its authorized officer, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Anniston, an Alabama municipal corporation

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

Attest:

By: \_\_\_\_\_  
Anniston City Clerk

Coldwater Mountain Brewpub, LLC

By: \_\_\_\_\_  
Jason Wilson, its Owner

**RESOLUTION NO. 22-R-\_\_**

**AUTHORIZING PURCHASE OF SUTPHEN CORPORATION CUSTOM PUMPERS  
AND LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC.**

WHEREAS, the Anniston Fire Department has a pressing need to purchase two heavy-duty custom pumper fire engines to be used solely for the delivery of fire protection services, an essential governmental function, within the City of Anniston's police and fire jurisdiction;

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized governmental entities, including the City of Anniston, to make purchases through the Houston-Galveston Area Council ("H-GAC") as a designated purchasing cooperative, and Sutphen Corporation is an awarded H-GAC vendor of heavy-duty custom pumpers;

WHEREAS, the Anniston Fire Department may purchase two Sutphen Corporation heavy-duty custom pumpers for a total of \$1,318,000, purchased from Williams Fire Apparatus, as a part of the competitive bidding process utilized by the H-GAC purchasing cooperative;

WHEREAS, the Council finds that the purchase of two Sutphen Corporation heavy-duty custom pumpers is needed to protect the safety of persons within the City's police and fire jurisdiction;

WHEREAS, the Anniston Fire Department has taken the necessary steps to comply with the competitive bidding requirements applicable to municipalities under Alabama law;

WHEREAS, the Council further finds that it is in the best financial interests of the City of Anniston and the Anniston Fire Department to purchase these two Sutphen Corporation heavy-duty custom pumpers through a lease-purchase agreement, as authorized by the Alabama Governmental Leasing Act, Ala. Code § 41-16A-1, *et seq.*

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

The City Manager is hereby authorized and directed to purchase two (2) Sutphen Corporation heavy-duty custom pumpers (Product No. FS19IIC03) for the use of the Anniston Fire Department at the price available through the competitive bidding process utilized by the H-GAC purchasing cooperative. The City Manager is further authorized to execute a Lease-Purchase agreement with Leasing 2, Inc., in compliance with the requirements of the Alabama Governmental Leasing Act, to provide for the financing of the purchase price of \$1,318,000 at the interest rate, term, payment schedule, and purchase price option designated as follows:

<b>LESSEE:</b>	City of Anniston
<b>EQUIPMENT COST:</b>	\$1,318,000.00
<b>COMMENCEMENT DATE:</b>	12/7/2022
<b>INTEREST RATE:</b>	3.96%

<b>PAYMENT</b>						<b>PURCHASE</b>
<b>NO.</b>	<b>DATE</b>	<b>PAYMENT</b>	<b>INTEREST</b>	<b>PRINCIPAL</b>		<b>PRICE*</b>
1	2/5/2025	\$229,501.26	\$115,980.53	\$113,520.73		\$1,230,688.30
2	2/5/2026	\$229,501.26	\$47,748.32	\$181,752.94		\$1,043,319.88
3	2/5/2027	\$229,501.26	\$40,543.22	\$188,958.04		\$849,187.46
4	2/5/2028	\$229,501.26	\$33,052.49	\$196,448.77		\$648,046.86
5	2/5/2029	\$229,501.26	\$25,264.81	\$204,236.45		\$439,645.07
6	2/5/2030	\$229,501.26	\$17,168.41	\$212,332.85		\$223,719.99
7	2/5/2031	\$229,501.26	\$8,751.04	\$220,750.22		\$0.00
<b>Grand Totals</b>		<b>\$1,606,508.82</b>	<b>\$288,508.82</b>	<b>\$1,318,000.00</b>		

The City Manager is further authorized to execute and deliver any such other agreements and to take any such actions as may be necessary to consummate the purchase and financing through a lease-purchase agreement, as authorized herein, or to keep and perform the City of Anniston's rights and duties with respect to the same.

PASSED AND ADOPTED on this the \_\_\_\_ day of December, 2022.

COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

\_\_\_\_\_  
Jay Jenkins, Council Member

\_\_\_\_\_  
Demetric Roberts, Council Member

\_\_\_\_\_  
Ciara Smith, Council Member

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

ATTEST:

\_\_\_\_\_  
Skyler Bass, City Clerk