

**AGENDA  
NOVEMBER 15, 2022  
CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, November 15, 2022 in the Council Chambers at City Hall.

ROLL CALL.....President

OPENING PRAYER & PLEDGE OF ALLEGIANCE.....President

APPROVAL OF AGENDA.....President

Call for a motion to approve the agenda of the meeting as submitted.

CONSIDERATION OF CONSENT AGENDA.....President

All matters listed within the Consent Agenda have been distributed to each member of the Council for review, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council. Call for a motion to approve the Consent Agenda as presented:

- City Council Work Session Minutes of October 18, 2022
- City Council Meeting Minutes of November 1, 2022
- Contract Billings in the amount of **\$771,801.27** as follows:
  - Wiregrass Construction Company, Inc. -**  
Estimate No. 1 - \$730,945.53 – Construction – FY22 Resurfacing/Phase III (A)
  - Poly, Inc. -**  
Invoice No. 19511 - \$34,605.74 – Engineering/Design – FY22 Resurfacing/Phase III (A)
  - Fine Geddie & Associates, LLC -**  
Invoice No. 1769 - \$6,250.00 – Contract Services – November 2022

RECOGNITION OF FIRE DEPARTMENT PROMOTION.....President

Recognize Mayor Cooper and Fire Chief Christopher Davis for the badge pinning of newly promoted Fire Captain Bobby Hice.

CONSIDER PERMIT/STREET CLOSURE REQUEST.....President  
(Main Street Enterprise/2022 Whoville Celebration)

Call for a motion to approve the following permit request as submitted:

2022 Whoville Celebration

Event Time/Date: 10:00 a.m. – 4:00 p.m., Saturday, December 3, 2022

Rain Date: Saturday, December 10, 2022

Street Closure: 7:00 a.m. – 5:00 p.m.

Closure Area: On East College to Railroad, West College to Edwards Street, Easy Street to Edwards Street and West Grubbs to Edwards Street.

Street Closure: 8:00 a.m. – 5:00 p.m.

Closure Area: On North and South Main from Lee Street to Harrison Street (*Prior street closure obtained from ALDOT*)

***\*\*Previously approved by the Council on April 5, 2022. Amended to include additional street closures and an additional hour of street closure for this event.***

PRIVILEGE OF THE FLOOR (Persons allowed 3 minutes to address the Council).....President

STAFF REPORTS.....President

**OLD BUSINESS**

PUBLIC HEARING & CONSIDERATION/ORDINANCE 11-01-22-A.....President  
(Regulation of Short-Term Rentals)

Call for a public hearing prior to consideration of Ordinance 11-01-22-A, providing for regulations associated with short-term rentals.

At the close of the hearing, call for consideration of Ordinance 11-01-22-A.

CONSIDERATION OF BIDS FOR NEW RECREATION CENTER.....President

The following were the bids received for the new recreation center:

	<u>Base Bid</u>	<u>Total of All Alternates &amp; Base Bid</u>
Bear Brothers	\$21,660,000.00	\$27,776,000.00
Rabren General Construction	\$20,568,000.00	\$25,990,000.00
Whaley Construction	\$19,593,280.00	\$23,162,394.00
Wyatt Sasser Construction	\$21,147,193.00	\$27,010,494.00

The City Engineer recommends that the City Council accept the low bid, Whaley Construction, in the contract amount of \$23,162,394.00 subject to and conditioned upon mutual agreement between the bidder and the City after review and approval by the Mayor, City Administrator, City Engineer, and City Attorney, as to a suitable contract for the work.

NEW BUSINESS

PUBLIC HEARING & CONSIDERATION/RESOLUTION 11-15-22.....President  
(Economic Development Grant Agreement)

Call for a public hearing, as advertised, prior to consideration of Resolution 11-15-22 regarding the consideration and approval of certain economic development incentives to be granted by the City to Aronov Realty Developer, Inc. and Johnston Enterprise Shopping Center, LLC. The public benefit sought to be achieved by such incentives are the economic growth and anticipated increase in new employment, tax revenues and other benefits which will directly benefit the City and serve a valid and sufficient public purpose.

Close the public hearing and call for consideration of Resolution 11-15-22, providing for the authorization to grant public funds and things of value not to exceed \$655,000.00 to Aronov Realty Developer, Inc. and Johnston Enterprise Shopping Center, LLC to renovate and/or redevelop a commercial retail center or portions thereof at Enterprise Shopping Center, subject to the terms of the agreement.

REVIEW & CONSIDER RESOLUTION 11-15-22-A.....President  
(Mutual Aid Consortium Agreement/AAFC)

Introduce and call for consideration of Resolution 11-15-22-A, authorizing the execution of a mutual aid consortium agreement between the Alabama Association of Fire Chiefs and the City of Enterprise. The agreement provides for an understanding between and among public fire protection agencies of Alabama in the provision and reception of resources, equipment, and personnel for response to natural or man-made disasters, acts of war or unrest, or other emergencies requiring outside assistance. Resolution 11-15-22-A further authorizes the Mayor or Fire Chief to execute the agreement.

REVIEW & CONSIDER RESOLUTION 11-15-22-B.....President  
(Annual Employee Compensation)

Introduce and call for consideration of Resolution 11-15-22-B, providing for an annual one-time compensation adjustment of \$150 to all full-time employees and \$75 adjustment to all part-time and seasonal employees of the City of Enterprise to be paid in the month of December.

REVIEW & CONSIDER RESOLUTION 11-15-22-C.....President  
(Severe Weather Preparedness Sales Tax Holiday)

Introduce and call for consideration of Resolution 11-15-22-C, providing for the adoption of the “Severe Weather Preparedness Sales Tax Holiday” as Per Act 2012-256 beginning at 12:01 a.m. on Friday, February 24, 2023, and ending at midnight on Sunday, February 26, 2023. Covered items include, among other things, batteries, tarps, plywood and radios with a sales price of \$60.00 or less.

REVIEW & CONSIDER RESOLUTION 11-15-22-D.....President  
(Appoint Municipal Judge)

Introduce and call for consideration of Resolution 11-15-22-D, appointing Paul Sherling as part-time Municipal Judge for a two-year term per the provisions of the Resolution.

**REQUEST PERMISSION TO SEEK BIDS.....President**  
**(Bay Doors/Fire Department)**

Introduce and call for consideration of a request from Fire Chief Christopher Davis to seek bids on nine (9) bay door replacements at Central Fire Station (lower building). The request is a budgeted item in the FY 2023 budget.

**INTRODUCE ABC LICENSE REQUEST.....President**  
**(Blue Rose LLC)**

Introduce a request from Blue Rose LLC d/b/a Big Blue Catfish Phil AM Bistro, for a restaurant retail liquor license located at 1016 Rucker Boulevard, and call for a public hearing to be held at the regular meeting scheduled for December 6, 2022.

**MAYOR’S REPORT.....President**

**COUNCIL MEMBERS COMMENTS.....President**

**ADDENDUM:**

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**TO: MAYOR AND CITY COUNCIL**  
**FROM: BEVERLY SWEENEY, CITY CLERK**  
**RE: CONSENT AGENDA FOR NOVEMBER 15, 2022 COUNCIL MEETING**  
**DATE: NOVEMBER 10, 2022**

**By approving the Consent Agenda, you will cumulatively approve the following items as presented in your packets:**

- A. The minutes of the October 18, 2022 Work Session.**
- B. The minutes of the November 1, 2022 Regular Session.**
- C. Contract Billings in the amount of \$771,801.27 as follows:**
  - Wiregrass Construction Company, Inc. -**  
Estimate No. 1 - \$730,945.53 – Construction – FY22 Resurfacing/Phase III (A)
  - Poly, Inc. -**  
Invoice No. 19511 - \$34,605.74 – Engineering/Design – FY22 Resurfacing/Phase III (A)
  - Fine, Geddie & Associates, LLC -**  
Invoice No. 1769 - \$6,250.00 – Contract Services – November 2022

## **CITY COUNCIL WORK SESSION MINUTES OF OCTOBER 18, 2022**

The Enterprise City Council convened in Work Session at 5:00 p.m., Tuesday, October 18, 2022 in the Council Chambers at City Hall. Notice of the meeting was posted as Per Act 2005-40 Code of Alabama.

**PRESENT:** Council President Turner Townsend, District #5  
Council President Pro-Tem Sonya W. Rich, District #1  
Council Member Eugene Goolsby, District #2  
Council Member Greg Padgett, District #3  
Council Member Scotty Johnson, District #4

**ALSO PRESENT:** Mayor William E. Cooper  
City Administrator Jonathan Tullos  
City Clerk Beverly Sweeney was present and kept the minutes.  
City Attorney Rainer Cotter  
Glenn Morgan, Consulting Engineer  
Jason Fondren, KPS Group  
City Department Heads

**ROLL CALL** – Council President Townsend noted that all Council Members were present.

The following items were discussed:

### **REVIEW OF AGENDA**

Council President Townsend requested a review of the October 18, 2022 Council Meeting agenda. Following review and discussion, no additions, deletions, or changes were requested.

### **KPS UPDATE – Comprehensive Plan**

Jason Fondren, representing KPS Group, provided an interim review of the proposed Long-Term Comprehensive Plan. The proposed plan provides for analysis of the city's existing conditions and addresses long term plans regarding such areas as infrastructure, transportation needs, public facilities, zoning, subdivision regulations, land use and acquisition, and economic development, among other things. Following discussion, Council Members agreed to hold a dedicated Work Session in November to further discuss and provide feedback on the proposed plan.

### **CAPITAL PROJECTS UPDATE**

City Administrator Jonathan Tullos and Barry Mott, Public Works Director/City Engineer, briefed the Council on current, upcoming, and ongoing projects throughout the city.

### **PROPOSED USE AGREEMENT (EFUMC/Family Life Center)**

City Administrator Jonathan Tullos informed Council of a proposed agreement with Enterprise First United Methodist Church, providing for the use of the EFUMC Family Life Center facility for city basketball programs. Council Members will consider the proposed agreement at the November 1, 2022 Council Meeting.

### **ADJOURNMENT**

There being no further business before the Council, the President declared the Work Session adjourned at 5:55 p.m.

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Turner Townsend  
Council President

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Beverly Sweeney  
City Clerk

## **CITY COUNCIL MEETING MINUTES OF NOVEMBER 1, 2022**

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, November 1, 2022 in the Council Chambers at City Hall.

**PRESENT:** Council President Turner Townsend, District #5  
Council President Pro-Tem Sonya W. Rich, District #1  
Council Member Eugene Goolsby, District #2  
Council Member Greg Padgett, District #3  
Council Member Scotty Johnson, District #4

**ABSENT:** Mayor William E. Cooper

**ALSO PRESENT:** City Administrator Jonathan Tullos  
City Clerk Beverly Sweeney was present and kept the minutes.

**ROLL CALL** – Council President Townsend noted that all Council Members were present.

### **APPROVAL OF AGENDA**

The President called for a motion to approve the agenda of the meeting as submitted. A motion was made by Council Member Johnson, seconded by Council Member Padgett, to approve the agenda of the meeting as submitted. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

### **CONSIDERATION OF CONSENT AGENDA**

The President called for a motion to approve the Consent Agenda as presented:

- City Council Work Session Minutes of October 4, 2022
- City Council Meeting Minutes of October 18, 2022
- Accounts Payable (A2) for September 2022 in the amount of **\$127,716.83** as follows:  
City of Enterprise - \$60,894.32      Water Works Board - \$66,822.51
- Accounts Payable (A1) for October 2022 in the amount of **\$645,189.94** as follows:  
City of Enterprise - \$488,898.10      Water Works Board - \$156,291.84
- Contract Billings in the amount of **\$193,393.80** as follows:  
**Blankenship Contracting, Inc. -**  
Estimate No. 4 - \$150,699.23 – Construction – Hwy 167N Sewer Utilities Relocation  
**Poly, Inc. -**  
Invoice No. 19491 - \$20,824.19 – Engineering Services – Hwy 167N Sewer Utilities Relocation  
Invoice No. 19493 - \$2,402.54 – Preliminary Engineering – DCIP Grant Application  
Invoice No. 19494 - \$8,622.39 – Preliminary Engineering – ADEM SRF Preapplication  
**KPS Group -**  
Invoice No. 7 - \$10,845.45 – Contract Planning Services – September 2022
- Request to Dispose of Inventory/Equipment as follows:  
**Parks & Recreation**  
(1) Hitachi 12 Volt Battery, Drill Charger & Flashlight – City ID #9702  
(1) Honda GX390 Pressure Washer – City ID #9795  
(1) Honda GX390 Pressure Washer – City ID #9796

A motion was made by Council Member Goolsby, seconded by Council Member Rich, to approve the Consent Agenda as presented. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

### **PRIVILEGE OF THE FLOOR (Persons allowed 3 minutes to address the Council)**

Gina Esparza, a citizen, urged Council to allow short-term rental owners the opportunity to discuss the proposed short-term rental ordinance prior to voting.

### **STAFF REPORTS**

No reports were presented.

### **OLD BUSINESS**

#### **PUBLIC HEARING & CONSIDERATION/ORDINANCE 10-04-22 (Amend Zoning Ordinance)**

The President called for a public hearing prior to consideration of Ordinance 10-04-22, providing to amend Table 4-1 of the Enterprise Zoning Ordinance(s) to add certain allowed uses in Planned Business District (PBD), Highway Commercial District (B-3), Light Industry District (M-1), Industrial Park District (M-2) and General Industry District (M-3) and to amend use definitions. No comments were offered. The President closed the hearing and called for consideration of Ordinance 10-04-22.

PUBLIC HEARING/ORDINANCE 10-04-22 (Continued):

A motion was made by Council Member Padgett, seconded by Council Member Johnson, to adopt Ordinance 10-04-22. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 10-04-22 duly passed and adopted.

PUBLIC HEARING & CONSIDERATION/ORDINANCE 10-04-22-A (Howell Rezone)

The President called for a public hearing prior to consideration of Ordinance 10-04-22-A, providing for the rezone of 18.757 acres of land owned by Brent Howell from AGRIC-2 (Agriculture District) to PBD (Planned Business District) located off of Shellfield Road. No comments were offered. The President closed the hearing and called for consideration of Ordinance 10-04-22-A.

A motion was made by Council Member Rich, seconded by Council Member Goolsby, to adopt Ordinance 10-04-22-A. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Nay; Townsend – Aye. The President declared the motion carried and Ordinance 10-04-22-A duly passed and adopted.

PUBLIC HEARING & CONSIDERATION/ORDINANCE 10-18-22 (Authorizing Operation of Medical Cannabis Dispensing Sites)

The President called for a public hearing prior to consideration of Ordinance 10-18-22, authorizing the operation of medical cannabis dispensing sites within the corporate limits of the City of Enterprise as per the provisions of Act 21-450 of the Alabama Legislature. No comments were offered. The President closed the hearing and called for consideration of Ordinance 10-18-22.

A motion was made by Council Member Goolsby, seconded by Council Member Rich, to adopt Ordinance 10-18-22. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Nay; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 10-18-22 duly passed and adopted.

PUBLIC HEARING & CONSIDERATION/ORDINANCE 10-18-22-A (Amend Business License Code)

The President called for a public hearing prior to consideration of Ordinance 10-18-22-A, providing for an amendment to Ordinance 08-17-21-C relating to the implementation of a new business license code. The amendment calls for the addition of NAICS Codes 238990, 311811, 518210, 541611, 541850, and 561510 in Section 31, adjusts Schedule R, and amends portions of Fee Schedules D, E, and V in Section 32 of the business license code. No comments were offered. The President closed the hearing and called for consideration of Ordinance 10-18-22-A.

A motion was made by Council Member Johnson, seconded by Council Member Rich, to adopt Ordinance 10-18-22-A. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 10-18-22-A duly passed and adopted.

REVIEW & CONSIDER BID RECOMMENDATION (Asbestos Removal & Abatement/M.N. “Jug” Brown Rec. Center)

The President introduced and called for consideration of a recommendation from City Engineer/Public Works Director Barry Mott to award Bid Requisition No. 2022-06 for the removal and abatement of asbestos and other hazardous materials at the M.N. “Jug” Brown Recreation Center to West Alabama Contracting, Inc. in the amount of \$32,950.00. Other bids received are as follows:

- Montgomery Environmental, Inc.                      \$53,400.00

A motion was made by Council Member Rich, seconded by Council Member Goolsby, to award Bid Requisition No. 2022-06 for the removal and abatement of asbestos and other hazardous materials at the M.N. “Jug” Brown Recreation Center to West Alabama Contracting, Inc. in the amount of \$32,950.00. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

NEW BUSINESSINTRODUCE PLANNING COMMISSION RECOMMENDATION

The President introduced for the record, a recommendation from the Enterprise Planning Commission to approve the following request for the rezone of property:

- A request by Lynette DeJesus on behalf of Danny Lane for the rezoning of .231 acres of land from R-65 (Residential District) to TH-1 (Townhouse District) located off of Gundy Lane.

INTRODUCE ORDINANCE 11-01-22 (Lane Rezone)

The President introduced Ordinance 11-01-22, providing for the rezone of .231 acres of land owned by Danny Lane from R-65 (Residential District) to TH-1 (Townhouse District) located off Gundy Lane and called for a public hearing to be held at the regular meeting scheduled for December 6, 2022.

INTRODUCE ORDINANCE 11-01-22-A (Regulation of Short-Term Rentals)

The President introduced Ordinance 11-01-22-A, providing for regulations associated with short-term rentals. Council President Townsend announced that Ordinance 11-01-22-A would layover for consideration at the regular meeting scheduled for November 15, 2022.

AUTHORIZE MAYOR TO EXECUTE USE AGREEMENT (EFUMC/Family Life Center)

The President called for a motion to authorize the Mayor to execute an agreement with Enterprise First United Methodist Church, providing for the use of the EFUMC Family Life Center facility for city basketball programs, as per the terms of the use agreement.

A motion was made by Council Member Padgett, seconded by Council Member Johnson, to authorize the Mayor to execute the agreement as submitted. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

REQUEST TO CLOSE CITY OFFICES FOR ANNUAL EMPLOYEE LUNCHEON

The President introduced and called for consideration of a request from Human Resources Director Christina Meissner to close all city offices from 11:00 a.m. until 1:00 p.m. on Wednesday, December 14, 2022, to allow city employees to participate in the annual Christmas luncheon to be held at the Enterprise Civic Center.

A motion was made by Council Member Goolsby, seconded by Council Member Rich, to approve the request as submitted. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

SET CHRISTMAS HOLIDAY SCHEDULE

The President introduced and called for consideration of a request from Human Resources Director Christina Meissner that the Christmas Eve holiday for city employees be observed on Friday, December 23<sup>rd</sup>. Christmas will be observed on Monday, December 26<sup>th</sup>.

A motion was made by Council Member Padgett, seconded by Council Member Johnson, to approve the request as submitted. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

COUNCIL MEMBERS COMMENTS

Council Members commended those involved in making the Halloween weekend festivities a success and thanked meeting attendees and citizens watching online.

MAYOR'S REPORT

Council President Townsend presented announcements on behalf of Mayor Cooper, who was attending the 2<sup>nd</sup> Congressional Business Meeting in Dothan.

ADJOURNMENT

There being no further business before the Council, the President declared the Regular Session adjourned at 6:20 p.m.

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Turner Townsend  
Council President

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Beverly Sweeney  
City Clerk



**CONTRACT BILLINGS REGISTER**  
**NOVEMBER 15, 2022**

**1. Wiregrass Construction Company, Inc. -**

Estimate No. 1 - \$730,945.53 – Construction – FY22 Resurfacing/Phase III (A)

**2. Poly, Inc. -**

Invoice No. 19511 - \$34,605.74 – Engineering/Design – FY22 Resurfacing/Phase III (A)

**3. Fine Geddie & Associates, LLC -**

Invoice No. 1769 - \$6,250.00 – Contract Services – November 2022

**TOTAL CONTRACT BILLINGS - \$771,801.27**

(A) Original Contract Amount .....	\$3,995,328.50
(B) Plus: Additions Scheduled in Change Orders .....	
(C) Less: Deductions Scheduled in Change Order .....	
(D) Adjusted Contract Amount to Date .....	\$3,995,328.50

**ANALYSIS OF WORK PERFORMED:**

(A) Cost of original contract work performed to date .....	\$812,161.70
(B) Change Order work performed to date .....	
(C) Total Cost of work performed to date .....	\$812,161.70
(D) Stored Materials .....	
(E) Subtotal of Items (c) and (d) .....	\$812,161.70
(F) Less: Amount retained in accordance with contract terms .....	\$81,216.17
(G) Net amount earned on contract work to date .....	\$730,945.53
(H) Less: Amount of previous payments .....	
(I) <b>BALANCE DUE THIS PAYMENT</b> .....	\$730,945.53

**CONTRACTOR'S CERTIFICATION**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or materials supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with all the labor provisions of said contract.

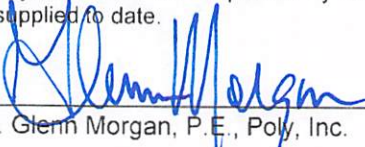
I further certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below.

  
 Jamey Padgett, Assistant Secretary

10-31-22  
 Date

**ENGINEER'S CERTIFICATION**

I certify that I have checked the above Periodic Estimate for Partial Payment and that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; and that partial payment claim and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

  
 C. Glenn Morgan, P.E., Poly, Inc.

11/07/2022  
 Date



## INVOICE

The City of Enterprise  
PO Box 311000  
Enterprise, Alabama 36331-1000

Attn: Mrs. Beverly Sweeney, City Clerk

Poly, Inc.

P.O. Box 837 - Dothan, AL 36302  
1935 Headland Ave. - Dothan, AL 36303  
Telephone: 334.793.4700  
Fax: 334.793.9015  
[www.poly-inc.com](http://www.poly-inc.com)

INVOICE : 19511  
DATE: 11/07/22  
TERMS: NET 30 Days  
JOB NO.: 11-460

### FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: FY22 Resurfacing Improvements - Phase III (A)

Engineering design services rendered under Task Order No. 51 for FY22 Resurfacing Improvements:

Construction Amount - \$3,995,328.50  
Wiregrass Construction, Inc.

Amount Due Preliminary Design Phase:

$\$3,995,328.50 \times .50\% \times 100\%$  \$19,976.64

Amount Due Final Design Phase:

$\$3,995,328.50 \times 3.25\% \times 100\%$  \$129,848.18

Amount Due Bidding Phase:

$\$3,995,328.50 \times .25\% \times 100\%$  \$9,988.32

Amount Due Construction Administration:

$\$3,995,328.50 \times 2.0\% \times 20\%$  \$15,981.31

Construction (09/25/2022 - 10/31/2022)

Resident Project Representative II:

138 hrs. (Reg.) x \$86.40/hr. \$11,923.20

44 hrs. (OT) x \$129.60/hr. \$5,702.40

Total Amount \$193,420.05

Less Previous Payments \$158,814.31

Amount Due This Invoice \$34,605.74

Please Remit To: Poly, Inc., P.O. Box 837, Dothan, AL 36302

THANK YOU FOR YOUR BUSINESS!

**FINE GEDDIE**  
**& ASSOCIATES**  
**LIMITED LIABILITY COMPANY**

City of Enterprise  
P. O. Box 311000  
Enterprise, AL 36331

**Invoice**

Date	Invoice #
11/1/2022	1769

			Amount
Services Rendered November 2022			6,250.00
		<b>Total</b>	\$6,250.00

**For Meeting 11/15/2022**

**Council, Mayor, and Administrator:**

I Respectfully Request to present the recently promoted Officer within the Enterprise Fire Department.

Captain Bobby Hice

**Sincerely,**

**Christopher Davis**

**CITY OF ENTERPRISE**  
**APPLICATION FOR A PARADE/PUBLIC EVENT/ DEMONSTRATION PERMIT**

**DATE:** 11/9/2022

**NAME OF ORGANIZATION:** Main Street Enterprise – Mariah Montgomery **PHONE:** 334-406-1274  
Friends of Main Street - Jennie Chancey 334-661-7494

**PERSON/ORGANIZATION RESPONSIBLE:** Mariah Montgomery (Main Street Director) **PHONE:** 334-406-1274  
Jennie Chancey (Promotion Chair) 334-661-7494

**MAILING ADDRESS:** 501 S. Main Street, Enterprise, AL 36330

It is respectfully submitted that a public assembly permit be issued to the above-named person or organization. The following items of information are submitted:

**(1) The purpose of the public assembly is:** 2022 Whoville Celebration Event

This is an amended request to include additional street closures and an additional hour of street closure for this event. The original request was approved April 5, 2022.

This is a signature event for Downtown Enterprise which provides a family focused festival to celebrate the holidays and promote the downtown district and the City of Enterprise as a destination for the holidays. The event will feature food and market vendors, kids and family activities, inflatables, etc.

**(2) Date of Assembly:** 12/03/2022  
Rain Date: 12/10/2022

**(3) Hours:** College Street (Edwards to Railroad Tracks) Begin: 7:00 AM End: 5:00PM  
Easy Street (Edwards to Main) Begin: 7:00 AM End: 5:00PM  
East Grubbs Street (Edwards to Main) Begin: 7:00 AM End: 5:00PM  
Main Street (Lee to Harrison) Begin: 8:00AM End: 5:00PM

Event Begins: 10:00AM Event Ends: 4:00PM

**Number of Persons:** 12000+

**Number of Animals:** 20 - pony rides

**Number of Floats:** 0

**Route of parade:** N/A

**If not a Parade, please describe function in detail (attach map if needed):** This event is a street festival with retail and good vendors, music and activities that will require the following street closures to accommodate set up and break down.

7AM - 5PM on E. College to Railroad, W. College to Edwards Street, Easy Street to Edwards Street and W. Grubbs to Edwards Street.

8AM - 5PM on North and South Main from Lee Street to Harrison Street - 9HR closure request has been approved by ALDOT to accommodate and facilitate the size of the event, increased vendor participation for set up and breakdown and the historic attendance.

This requested permit is hereby ( ) Granted ( ) Denied

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
William E. Cooper Mayor  
Enterprise, Alabama

**Your permit must be submitted at least five (5) days before the event is to take place.**

**\*\*Please use a separate sheet of paper for further information.**



## ORDINANCE 11-01-22-A

### SHORT-TERM RENTAL ORDINANCE

WHEREAS, it has become a necessity for the City of Enterprise to enact license fees for the operation of short-term rental and allow the City's Revenue Department to have a record, for taxation purposes, of short-term rentals and,

WHEREAS, for the safety and health of our citizens and visitors, the City Council of the City of Enterprise finds it in the public interest to enact regulations and create a permit for each short term rental location.

BE IT ORDAINED by the Enterprise City Council as follows:

#### Section 1. Definitions.

"Commercial vehicle" means a vehicle customarily used as part of a business for the transportation of goods or people.

"Hosting platform" means a person who, for a fee or other charge, provides on an internet website and online platform that facilitates the rental of a short-term residential rental unit on behalf of an operator, including, without limitation, through advertising, matchmaking or other means.

"Operator" means any person who owns, controls, manages or operates a short-term residential rental unit or property.

"Short-term residential rental" (sometimes referred to as "STR") means the commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies, for a fee or other pecuniary consideration, the unit or a portion of the residence for a period of less than 180 (one hundred and eighty) consecutive calendar days. The definition of "short-term residential rental" shall exclude commercial businesses who operate facilities primarily for the purpose of short-term rental (e.g. Mobile Home Parks, RV Parks, hotels, motels, etc.) that are already required to be licensed by other provisions of the business license ordinances of the City.

#### 2. License required.

(A) Every person in the city or in its police jurisdiction engaging in the business of offering or operating a short-term residential rental shall not operate without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Ordinance for short-term residential rental.

(B) If a short-term residential unit is managed by a person lawfully entitled to manage the unit other than the licensee or a principal of the licensee for that unit, that person must also possess a valid short-term rental license from the City of Enterprise to manage property.

(C) The holder of a license under this Ordinance is the person primarily responsible for compliance with the obligations that are imposed on an operator by this Ordinance, whether or not that person owns the real property on which the short-term residential rental is located. In the case of a short-term residential rental whose affiliated licensee is not the property owner, the property owner is secondarily responsible for compliance.

(D) The NAICS code to be used for licensing of Short-Term Residential Rental is NAICS #721199 - All Other Traveler Accommodation and the fee schedule for licensing is Schedule L.

#### 3. To renew a STR license the owner must provide.

(A) Proof of current property insurance, which may include declarations, information or summary pages from the policy that show the amount of the insurance policy and coverage.

(B) All lodging taxes must be current with no outstanding balances.

(C) A completed signed affidavit of continuing safety regulations.

(D) Payment of the business license tax.

#### 4. Lodging Tax.

(A) Short-term rentals must remit lodging tax as set forth in Ordinance 11-17-09, as may be amended, of the City of Enterprise Municipal Ordinances. If such business is being conducted within the corporate limits of the city the short-term rental lodging tax shall be in an amount to be determined by the application of the rate of six (6) per cent of the charge for such room, lodging, accommodation including the charge for use or rental of personal property or services furnished in such room.

(B) If such business is conducted outside the corporate limits but within the police jurisdiction of the city short-term rental lodging tax herein levied shall be determined by the application of the rate of 3 (three) per cent of the charge for such room, lodging, or accommodation including the charge for use or rental of personal property or services furnished in such a room. In no event shall such term rental lodging tax exceed an amount equal to one-half (1/2) the amount of the tax applicable within the corporate limits.

(C) This tax is in addition to business license tax, permit fees and all other taxes that apply or may be imposed in the future. Lodging tax remittances are a license requirement and failure to file and remit lodging tax timely is a condition for license revocation.

(D) The lodging tax will be collected, recorded, remitted in the same manner as lodging taxes for hotels, motels and other businesses that engage in transient lodging.

#### 5. Permit Fees.

The operator of a short-term residential rental unit shall pay, in advance, an annual fee of \$20 (twenty dollars) for each short-term residential rental unit. Where there are multiple dwelling units on the same property, each unit must be permitted individually. This is in addition to the yearly business license fee, lodging tax and all other taxes that apply or may be imposed in the future.

#### 6. Application for a Permit.

Each application for a short-term residential rental permit shall contain or include the following information and documentation:

(A) The name, signature, address and telephone number of the owner of the residential dwelling to be associated with the license.

(B) The name, address and telephone number of any property manager or property management firm that will be operating the short-term residential rental.

(C) The name, address and telephone number (including a telephone number that provides for communication twenty-four hours a day) of the local contact person who will respond to complaints regarding the condition, operation, or conduct of the occupants of the short-term residential rental unit.

(D) The address of the residential dwelling proposed to be used as a short-term residential rental.

(E) A list of all hosting platforms that the applicant proposes to use or uses to market, advertise, offer, solicit customers for, or make available for commercial use the short-term residential rental applied for.

(F) An affidavit attesting that there are no delinquent lodging tax liabilities or liens regarding the property to be used as a short-term residential rental.

(G) Approval from the Engineering Department and Fire Inspector for the first year of operation and a signed affidavit of continuing safety regulations each year thereafter.

#### 7. Additional conditions.

In connection with the issuance of a license, the City, through the Police Chief, Fire Chief or Engineering Department, has the right but not the obligation, to impose on the licensee (or upon the renewal thereof) reasonable conditions that are in addition to the requirements of this Ordinance and that are designed to protect the public health, safety and welfare. In addition, at any time during a license period, the City, through Police Chief, Fire Chief or Engineering Department, may impose such a requirement on a licensee whose short-term residential rental has been the subject of repeated complaints or violations of this Ordinance.



**8. Compliance.**

The operator of a short-term residential rental shall comply with all provisions of City of Enterprise Ordinances that pertain to the collection of lodging taxes by the operator of an establishment subject to those Ordinances, as well as the associated record keeping requirements.

The operator is responsible for ensuring that the short-term residential rental complies with all State, County and City ordinances related to disasters and for ensuring the safety of the guests of the short-term residential rental.

Nothing contained in this article shall be construed to relieve any person from any tax liability, penalty, interest or forfeiture incurred under any laws or ordinances of the city prior to the effective date of this article.

**9. Safety precautions.**

(A) An evacuation map and list of procedures shall be placed within each guest room used for sleeping. Maps and lists of procedures shall be mounted on a wall or door in a horizontal position, either made of a durable material or encased within a durable frame or enclosure. Each map and list shall have a minimum size of ten inches by eight inches, with the color of text contrasting to the background. Maps shall have a "you are here" star with a directional arrow to the nearest exit, and shall also indicate the location of all available fire extinguishers.

(B) At a minimum, there must be at least one fire extinguisher:

- (1) In the kitchen area, located under the sink;
- (2) In any garage, mounted on the wall no higher than forty-eight inches above the finished floor; and
- (3) Located on each floor level of the short-term residential rental unit, to the extent not otherwise covered by Paragraphs (1) and (2) of this Subsection (B).

Each fire extinguisher shall have a current service tag from a State of Alabama Fire Marshal-certified contractor.

(C) Smoke alarms shall be present in all sleeping rooms, outside of bedrooms, and on every level of the home, including the basement, installed in accordance with applicable codes. A record of monthly testing and battery replacement shall be available for verification by the Fire Department.

(D) All doors and windows shall be operational.

(E) Carbon monoxide alarms shall be installed in accordance with applicable codes.

(F) Each short-term residential rental shall be maintained in accordance with all applicable provisions of City building-related and technical codes adopted pursuant to City of Enterprise.

**10. Miscellaneous provisions.**

(A) The operator shall post a copy of the permit in a conspicuous place within the short-term residential rental unit.

(B) All occupant vehicles shall be parked on site, and shall not be parked in the adjacent public right-of-way. No commercial vehicles shall be permitted on the short-term residential rental unit property or parked in the adjacent public right-of-way, except where otherwise permitted in commercial zoning districts.

(C) The short-term rental shall adhere to all application noise provisions of City Ordinance 6-18-96.

(D) The operator shall make available a local twenty-four-hour phone number that provides the capability of producing a response within 60 (sixty) minutes to complaints regarding the condition, operation, or conduct of the occupants of the short-term residential rental unit. Failure of the operator or an employee or agent to respond to the complainant within 60 (sixty) minutes shall constitute a violation of this Ordinance.

(E) A placard shall be displayed on the interior of each short-term residential rental unit listing the information set forth below in this Subsection (D). The placard shall be in plain view of the renters at all times the short-term residential rental unit is occupied and shall be a minimum of eight and one-half inches by eleven inches in size. Displayed on the placard shall be the twenty-four-hour contact information required by Subsection (D) of this Section. The information required by the preceding sentence must be in a minimum legible font of seventy-two-point or a minimum of one and one-half inches in height. The required contact information shall include a full name and telephone number of the contact.

(F) Trash and refuse shall not be left or stored in public view, except in proper containers for the purpose of collection in accordance with the requirements of City of Enterprise Ordinances. The owner of the property or manager of the short-term residential rental unit shall be responsible for notifying occupants of trash disposal procedures and for maintaining compliance with the requirements of all City of Enterprise Ordinances.

(G) Consistent with and as a reflection of the definition of the term "short-term residential rental" set forth in this Ordinance, no short-term residential rental unit may be rented for the purpose of holding weddings, parties, receptions or similar events that typically are held at a banquet facility or other facility that is made available for the holding of events on a commercial basis. Any use of the short-term residential rental unit is limited to activities that are incidental to its use for dwelling, lodging or sleeping purposes.

#### 11. Notification of change in ownership.

The operator must notify the Revenue Department of any change in property ownership or management or any other material change in the information described in the license application, permit(s) and set forth in City of Enterprise Business License Ordinance. The notification must be made within fifteen days after the change has occurred. The Revenue Director may require a new application for a business license and new permit(s) if the changes warrant a new application.

#### 12. Suspension-Revocation.

In addition to any other remedy available for a violation of this Ordinance, the Police Chief, Fire Chief or any other City staff may refer the license to Council for revocation or suspension of a license issued under this Ordinance in connection with a particular short-term residential unit for repeat violations or any violation which may constitute a danger to health and City or nuisance of this Ordinance regarding that unit within any 12 (twelve) month period. In addition, the renewal of a license issued under this Ordinance or an application for a new license under this Ordinance may be denied if the licensee or applicant has been found guilty of any provision of this Ordinance or has been determined to be in violation of any provision of this Ordinance in connection with a civil proceeding. If a business license is revoked all permit(s) under that license will be revoked simultaneously.

#### 13. Enforcement.

Officers of the Police Department are authorized to enforce or assist in the enforcement of this Ordinance, including, but not limited to, causing a summons to be issued for violations to the operator to appear in municipal court. Any violation of this Ordinance shall constitute an offense punishable by a fine of up to \$500.00 per violation and/or imprisonment up to 30 days.

Section 2. The terms and provisions of this ordinance are severable. If any part or portion of this ordinance is declared invalid, void, or unconstitutional, that portion shall be deemed severed, and the remaining portions of the ordinance shall remain in full force and effect.

Section 3. All ordinances or parts of ordinances, in any manner expressly conflicting herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its publication as required by law.

Duly Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNCIL:

\_\_\_\_\_  
Council President Turner Townsend  
District #5

\_\_\_\_\_  
Council Member Sonya W. Rich  
District #1

\_\_\_\_\_  
Council Member Eugene Goolsby  
District #2

\_\_\_\_\_  
Council Member Greg Padgett  
District #3

\_\_\_\_\_  
Council Member Scotty Johnson  
District #4

ATTEST:

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

Transmitted to the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

ACTION OF THE MAYOR:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
William E. Cooper  
Mayor

ATTEST:

\_\_\_\_\_  
Beverly Sweeney  
City Clerk



Project Number: 21104

	Bear Brothers	Rabren General Construction	Whaley Construction	Wyatt Sasser Construction
Envelope Sealed?	Yes	Yes	Yes	Yes
Envelope Modifications?	Add: \$350,000.00 to Base Bid Add: \$85,000.00 to Alt. 1	No	Deduct: \$850,000.00 to Base Bid Deduct: \$30,000.00 to Alt. 1	No
License Number	54	53348	720-U	48893
Acknowledged Addenda 1-7?	Yes	Yes	Yes	Yes
Surety Bond Company/Cashier's Check	Traveler's Casualty and Surety Company of America	The Hartford Fire Insurance Company	Traveler's Casualty and Surety Company of America	Westfield Insurance Company
BASE BID	\$ 21,660,000.00	\$ 20,568,000.00	\$ 19,593,280.00	\$ 21,147,193.00
Envelope Modifications +/-	\$350,000.00	\$ -	-\$850,000.00	\$ -
Total Base Bid + Envelope Modifications	\$ 22,010,000.00	\$ 20,568,000.00	\$ 18,743,280.00	\$ 21,147,193.00
Alternate No. 1: Pool, Pool Deck, Aquatics Admin. Bldg, and Aquatics Support Bldg	\$ 4,900,000.00	\$ 4,670,000.00	\$ 3,876,641.00	\$ 5,060,000.00
Envelope Modifications +/-	\$85,000.00	\$ -	-\$30,000.00	\$ -
Total Base Bid + Alt. 1	\$ 26,995,000.00	\$ 25,238,000.00	\$ 22,589,921.00	\$ 26,207,193.00
Alternate No. 2: Two Additional Pool Lanes	\$ 103,000.00	\$ 98,000.00	\$ 40,838.00	\$ 108,825.00
Base Bid + Alt. 1-2	\$ 27,098,000.00	\$ 25,336,000.00	\$ 22,630,759.00	\$ 26,316,018.00
Alternate No. 3: Secure Space Upgrade	\$ 190,000.00	\$ 172,000.00	\$ 205,132.00	\$ 205,321.00
Base Bid + Alt. 1-3	\$ 27,288,000.00	\$ 25,508,000.00	\$ 22,835,891.00	\$ 26,521,339.00
Alternate No. 4: Pool Playground Equipment	\$ 256,000.00	\$ 249,000.00	\$ 205,176.00	\$ 256,500.00
Base Bid + Alt. 1-4	\$ 27,544,000.00	\$ 25,757,000.00	\$ 23,041,067.00	\$ 26,777,839.00
Alternate No. 5: North Parking Light Poles P7 and P8	\$ 37,000.00	\$ 38,000.00	\$ 33,068.00	\$ 38,155.00
Base Bid + Alt. 1-5	\$ 27,581,000.00	\$ 25,795,000.00	\$ 23,074,155.00	\$ 26,815,994.00
Alternate No. 6: Pool Heaters	\$ 195,000.00	\$ 195,000.00	\$ 88,239.00	\$ 194,500.00
Base Bid + Alt. 1-6	\$ 27,776,000.00	\$ 25,990,000.00	\$ 23,162,394.00	\$ 27,010,494.00
Total of All Alternates and Base Bid	\$ 27,776,000.00	\$ 25,990,000.00	\$ 23,162,394.00	\$ 27,010,494.00

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that the following is a correct tabulation of all bids received for this project.

Sworn and subscribed before me this 5th day of November 2022

By: *[Signature]* Raleigh Price

Typed or printed Name and Title of Architect or Engineer

Department Head Approval/Comments:

Purchasing Agent Approval:

Resolution Number to be Revised:



**RESOLUTION 11-15-22**

**A RESOLUTION AUTHORIZING A PROJECT DEVELOPMENT  
AGREEMENT FOR THE USE AND GRANT OF PUBLIC FUNDS AND THINGS  
OF VALUE IN AID OF ARONOV REALTY COMPANY, INC. AND JOHNSTON  
ENTERPRISE SHOPPING CENTER, LLC**

WHEREAS, Aronov Realty Company, Inc., an Alabama corporation ("Aronov") and Johnston Enterprise Shopping Center, LLC, an Alabama limited liability company ("Johnston" and, together with Aronov as tenants-in-common, the "Developer"), propose to renovate and/or redevelop a commercial retail center or portions thereof (the "Project") commonly known as the Enterprise Shopping Center (the "Retail Center") and located in the corporate limits of the City of Enterprise (the "City") on Boll Weevil Circle (the "Project Site");

WHEREAS, the Developer has requested that the City provide certain incentives to induce the Developer to undertake the Project;

WHEREAS, negotiations between the City and the Developer have resulted in a proposal that the City and the Developer enter into a Project Development Agreement (the "Agreement"), under which the City would make periodic payments to the Developer over a period of years, the total amount of which payments shall not exceed the lesser of \$655,000 or the actual out-of-pocket expenses incurred and paid by the Developer for the renovation and/or redevelopment of the Project Site, as more particularly described in and subject to the terms and conditions of the Agreement (the "City Assistance");

WHEREAS, the Project is expected to promote the economic development and create a public benefit and enhance the welfare of the citizens of the City by, among other things: promoting local economic and commercial development and stimulating the local economy; increasing the tax revenues of the City; improving the quality of life for citizens of the City;

WHEREAS, the City has caused to be published a notice satisfying the requirements stated in Section 94.01 (also known as Amendment No. 772) of the Constitution of Alabama, as amended and recompiled ("Section 94.01"), in order, to the extent Section 94.01 applies, to approve and authorize the use and grant of public funds and things of value in aid of the Developer; and

WHEREAS, the City desires to authorize and approve the grant and delivery of the City Assistance, the execution, delivery, and performance of the Agreement and all other agreements, instruments, and documents that the Mayor of the City deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the City Assistance or to carry out the purposes of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA, as follows:

1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct, and are incorporated herein by this reference.

2. The City has caused public notice of this meeting to be published in accordance with Section 94.01.

3. It is hereby found, determined, and declared that entry into the Agreement and the renovation and/or redevelopment of the Project Site and the Retail Center and the operation of the Retail Center will: promote the economic development of the City; create jobs; increase the tax revenues in and around the City; promote the location, relocation, expansion and retention of commercial enterprises in the City; preserve and improve the aesthetic quality of commercial development, inuring to the economic health of the City; and improve the quality of life for citizens in and around the City; and further, it is hereby found, determined, and declared that the expenditure of the public funds for the purposes specified herein and in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefits accruing to any private entity or entities, and further, that the entry into the agreements and transactions described herein and in the Agreement is in the best interest of the health, safety and welfare of the citizens in and around the City.

4. It is hereby found, determined, and declared that it is necessary, proper and in the public interest, in accordance with Section 94.01, that the City provide the City Assistance to Developer in connection with the renovation and/or redevelopment of the Project Site and the Retail Center and the operation of the Retail Center, and that providing such financial assistance is a public purpose consistent with and in furtherance of the objectives of Section 94.01.

5. The grant and delivery of the City Assistance are hereby approved, authorized, and ratified, and the Mayor of the City is hereby authorized and directed to execute, deliver, and cause the City to perform the Agreement, in substantially the form attached hereto as Exhibit A, with such changes the Mayor may determine to be necessary or appropriate (the Mayor's execution of the Agreement being conclusive evidence of such determination), and to negotiate, execute, deliver, and cause the City to perform all other agreements, instruments, and documents the Mayor deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the City Assistance or to carry out the purposes of this Resolution.

6. The Mayor, City Clerk, City Administrator, and President of the City Council and other representatives of the City and the City Council are hereby each authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the purposes of this Resolution, and any such actions taken by them are hereby ratified and confirmed.

Duly Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNCIL:

\_\_\_\_\_  
Council President Turner Townsend, District #5

\_\_\_\_\_  
Council Member Sonya W. Rich, District #1

\_\_\_\_\_  
Council Member Eugene Goolsby, District #2

\_\_\_\_\_  
Council Member Greg Padgett, District #3

\_\_\_\_\_  
Council Member Scotty Johnson, District #4

ATTEST:

\_\_\_\_\_  
Beverly Sweeney, City Clerk

Transmitted to the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Beverly Sweeney, City Clerk

ACTION OF THE MAYOR:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
William E. Cooper, Mayor

ATTEST:

\_\_\_\_\_  
Beverly Sweeney, City Clerk

STATE OF ALABAMA        )

COUNTY OF COFFEE        )

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is hereby made and entered into on this the \_\_\_\_ day of November, 2022, by and between **CITY OF ENTERPRISE**, a municipal corporation organized and existing under the laws of the State of Alabama (the “City”) (the City sometimes referred to hereinafter as the “Public Body”) and **ARONOV REALTY COMPANY, INC.**, an Alabama corporation (“Aronov”) and **JOHNSTON ENTERPRISE SHOPPING CENTER, LLC**, an Alabama limited liability company (“Johnston” and, together with Aronov, the “Developer”). The City and the Developer are sometimes collectively referred to as the “Parties” and singularly as the “Party”.

**RECITALS:**

**WHEREAS**, the Public Body supports and encourages business development and redevelopment in order to increase tax revenues and improve the quality of life of its citizens; and

**WHEREAS**, Section 94.01 (also known as Amendment No. 772) of the Constitution of Alabama, as amended and recompiled (hereinafter referred to as “Section 94.01”), each authorizes the Public Body 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; and

**WHEREAS**, Developer proposes to, conditioned on the incentives described herein, renovate, revitalize and/or construct upon previously purchased real property located within the City currently known as the Enterprise Shopping Center (the “Project Site”), which is more particularly described on Exhibit “A” which is attached hereto and incorporated herein by reference, and to fund the construction of any building(s) and retail shopping facilities and outparcels and the renovation or demolition and redevelopment of any existing building(s) and retail shopping facilities and outparcels located on the Project Site (the “Retail Center”) pursuant to and in accordance with plans and drawings (the “Development Plan”) to be submitted to the City, which shall be incorporated herein as Exhibit “B” upon delivery to the City; and

**WHEREAS**, the renovation and/or redevelopment of the Project Site and the Retail Center and the operation of the Retail Center is expected to provide significantly increased tax revenues for the City and provide employment opportunities for citizens of the City; and

**WHEREAS**, according to Developer, the renovation and/or redevelopment of the Project Site and the Retail Center and the operation of the Retail Center is estimated to generate annual

taxable sales in approximately the amount of approximately Six Million Five Hundred Thousand and No/100 Dollars (\$6,500,000) and the creation of a significant number of full and part time jobs, many of which may be filled by residents of the Public Body; and

**WHEREAS**, the renovation and/or redevelopment of the Project Site and the Retail Center and the operation of the Retail Center are expected to promote the economic development and create a public benefit and enhance the welfare of the citizens of the Public Body by, among other things: promoting local economic and commercial development and stimulating the local economy; increasing the tax revenues of the Public Body; improving the quality of life for citizens of the Public Body; and

**WHEREAS**, the Public Body has determined that entry into the Agreement and the renovation and/or redevelopment of the Project Site and the Retail Center and the operation of the Retail Center will: promote the economic development of the Public Body; create jobs; increase the tax revenues in and around the Public Body; promote the location, relocation, expansion and retention of commercial enterprises in the City; preserve and improve the aesthetic quality of commercial development, insuring to the economic health of the City; and improve the quality of life for citizens in and around the Public Body; and further, have determined that the expenditure of the public funds for the purposes specified therein will serve a valid and sufficient public purpose, notwithstanding any incidental benefits accruing to any private entity or entities, and further, have determined that the entry into the agreements and transactions described herein is in the best interest of the health, safety and welfare of the citizens in and around the Public Body; and

**WHEREAS**, the Public Body finds that it is necessary, proper and in the public interest, in accordance with Section 94.01, that the Public Body provide certain incentives to Developer in connection with the renovation and/or redevelopment of the Project Site and the Retail Center and the operation of the Retail Center, and that providing such financial assistance is a public purpose consistent with and in furtherance of the objectives of Section 94.01; and

**WHEREAS**, the Parties hereto are desirous of having the terms and conditions of their agreement set forth in a valid, binding, and enforceable agreement between the Public Body and the Developer.

### **AGREEMENT**

**NOW, THEREFORE**, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:



## **ARTICLE I**

### **DEFINITIONS**

1.1 “City Incentives” means potentially up to the sum of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) payable in accordance with the provisions described herein.

1.2 “City Assistance” means the City Incentives.

1.3 “City Tax Revenue” means one half (1/2) of 3.1% of the City’s quarterly gross sales tax revenue levied by and paid to the City that is derived solely from the operation of the Retail Tenants at the Retail Center during the periods hereinafter set forth in this Section 1.3. By reference to quarterly gross sales tax revenue above in relation to the above-percentage formula, it is specifically acknowledged by the parties that sales tax allocations by the City exclusively for educational purposes are not part of City Tax Revenue for purposes of this Agreement. With respect to each Retail Tenant, City Tax Revenue shall include all sales tax revenue as described derived from such Retail Tenant operating in the Retail Center during the seven (7) year period commencing on the first day of the first full calendar quarter after such Retail Tenant opens for business as defined in Section 1.4; provided, however, that under no circumstances will any sales tax revenue received after the Termination Date be considered City Tax Revenue for purposes of this Agreement. For the avoidance of doubt, it is acknowledged and agreed that there will not be more than two (2) Retail Tenants from which sales tax revenue will be considered City Tax Revenue for purposes of this Agreement.

1.3A “City Tax Revenue Period” means, with respect to each Retail Tenant, the up to seven (7) year period with respect to which sales tax revenue derived from such Retail Tenant is included in the definition of City Tax Revenue as set forth in Section 1.3.

1.4 “Commencement Date” means the date the first Retail Tenant opens for business in the Retail Center or June 1, 2024, whichever occurs first. “[O]pens for business” shall mean the first day a Retail Tenant opens its doors to the public as a whole and when such occurs Developer shall certify in writing said date to the City.

1.5 “Development Plan” shall refer to the plans, specifications, drawings and other documents for the renovation and/or redevelopment of the existing Project Site and Retail Center in accordance with the plans and drawings submitted to the Public Body. All parties acknowledge the Development Plan is not completed at this time but will be finalized after execution of this Agreement. Developer agrees to follow all local building codes related to the development of this project.

1.6 “Effective Date” shall have the meaning ascribed to such term in Section 5.1 hereof.

1.7 There is no Section 1.7.

1.8 “Maximum City Assistance” has the meaning ascribed to such phrase in Section 4.1.

1.9 “Net Taxable Sales” means the retail sales generated at the Retail Center that are taxable by the City and for which payment of the City Tax Revenue is actually made to the City from the Retail Tenants located on the Project Site during the City Tax Revenue Periods. For the avoidance of doubt, it is acknowledged and agreed that there will not be more than two (2) Retail Tenants the retail sales of which will be considered Net Taxable Sales for purposes of this Agreement.

1.10 “Payment Date” means the tenth (10<sup>th</sup>) day of the first month following the first full calendar quarter following the Commencement Date and continuing on the tenth (10<sup>th</sup>) day of each January, April, July, and October thereafter through the Termination Date; provided, however, that the final Payment Date shall be the tenth (10<sup>th</sup>) day following the Termination Date.

1.11 “Project” means the renovation and/or redevelopment of the Project Site and Retail Center in accordance with the Development Plan.

1.12 “Project Site” means the and retail shopping and commercial facility known as the “Enterprise Shopping Center,” located on Boll Weevil Circle, Enterprise AL 36330 and more particularly described on Exhibit “A” which is attached hereto and incorporated herein by reference.

1.13 “Public Assistance” shall mean the City Assistance as set forth in Article IV of this Agreement.

1.14 “Retail Center” shall have the meaning ascribed to such term in the Recitals. For the avoidance of doubt, notwithstanding the definition of the phrase Retail Center herein it is acknowledged and agreed that there will not be more than two (2) Retail Tenants the retail sales of which will be considered Net Taxable Sales for purposes of this Agreement and from which the corresponding sales tax revenue will be considered City Tax Revenue for purposes of this Agreement.

1.15 “Retail Tenant” shall mean any business, during the term of this Agreement, that is (or is substantially similar to) (a) a discount department store chain that has for its primary purpose the sale of non-grocery dry goods and clothing, or (b) a multi-national coffee shop chain that has for its primary purpose the sale of food and beverages and retail products; (c) is not a general retail store like Dollar General or Family Dollar; (d) is a business which does not currently operate in the City’s retail market; and (e) is identified as a Retail Tenant for purposes of this Agreement in a certificate signed by the Developer and the Mayor of the City (or any other person designated by action of the City Council to sign such certificate), whether concurrently with or after the date of this Agreement. There will not be more than two Retail Tenants for purposes of this Agreement, notwithstanding the number of businesses that may

operate at the Retail Center. Moreover, this definition is specifically intended to exclude businesses that may make sales of retail products incidental to their other primary business (for example, a barber/hair stylist that makes sales of hair care products incidental to the primary business of cutting or styling hair).

1.16 “Term” shall mean the period of time beginning on the Commencement Date and ending on the Termination Date.

1.17 “Termination Date” shall mean the earliest to occur of: (a) the last day of the City Tax Revenue Period with respect to the second Retail Tenant to open for business, (b) the last day of the month which is nine (9) years after the Commencement Date, or (c) the date that this Agreement is terminated in accordance with the terms hereof.

## **ARTICLE II**

### **OBLIGATIONS OF DEVELOPER**

2.1 **Development of Retail Center.** Developer agrees at its cost and expense (and at no cost or expense to the City) to construct upon and/or redevelop and/or reconstruct the Retail Center on the Project Site pursuant to and in accordance with the Development Plan. The Retail Tenants will be businesses that make retail sales generating sales tax revenue payable to the Public Body. It may become necessary during the development of the Project Site and Retail Center that Developer apply for subdivisions or other appropriate approvals from the Public Body and, related thereto, will comply with applicable ordinances and regulations of the Public Body as further set out in Section 2.4 below.

2.2 **Project Construction.** The Developer agrees at its cost and expense (and at no cost or expense to the City) to construct, revitalize, renovate and/or redevelop the Project Site and Retail Center in accordance with the Development Plan.

2.3 **Expenses of Development.** Developer shall be responsible for all costs of the Project construction. Developer shall be responsible for payment of its own fees with respect to the development and/or redevelopment of the Project, including, but not limited to, legal, accounting, engineering, surveying, title work, architectural, construction and environmental services. Developer shall not hold itself out as an agent, joint venturer, partner or similar designations of the Public Body with respect to the development, redevelopment, or construction of the Project Site and Retail Center and shall not convey any message of endorsement by the Public Body (other than written approvals, permits, and the like actually given, granted, or issued by the Public Body with respect to the Project).

2.4 **Compliance with Laws.** Developer agrees to require all persons and entities designing or constructing the renovation and/or redevelopment of the Project Site and Retail Center to do so in accordance with all applicable statutes, ordinances, laws, rules and regulations of any governmental authority having jurisdiction over the Project.

2.5 Documentation for Reimbursement. As a condition precedent to receiving or becoming entitled to receive any payments of City Assistance, Developer shall provide documentation to the Public Body in such form as is satisfactory to the Public Body evidencing Developer's payment of costs and expenses expended towards the renovation and/or redevelopment of the Project Site and/or the Retail Center; otherwise, Development shall not be entitled to the payment of the City Assistance as provided for herein.

2.6 Compliance with Agreement. Developer shall comply with the terms and conditions contained in this Agreement.

### **ARTICLE III** **CONTINGENCIES**

3.1 The obligations of the Public Body under this Agreement are contingent upon the following:

- (a) Developer's compliance with its obligations as set forth in this Agreement.
- (b) Execution of this Agreement by both sides.

### **ARTICLE IV** **CITY ASSISTANCE**

4.1 City Assistance.

(a) In consideration of and subject to the conditions contained in this Agreement, and as an inducement for Developer's agreement to renovate, redevelop and/or operate the Retail Center on the Project Site, the City hereby agrees to pay to Developer, during the Term, in accordance with the payment schedule dates stated above in Section 1.10 and in paragraph (b) below, the City Assistance upon the terms and conditions contained in this Agreement.

(b) The total of the City Assistance, related in any manner to this Agreement, shall not exceed the lesser of: (i) \$655,000.00, or (ii) the amount of the actual out-of-pocket expenses incurred and paid by the Developer for the purchase and/or renovation and/or redevelopment of the Retail Center and the Project Site in accordance with the Development Plan (the lesser of such amounts is sometimes referred to herein as the "Maximum City Assistance"), subject to and in accordance with the following formula: Said City Assistance shall be paid quarterly in payments of \$25,187.50, provided that the Net Taxable Sales corresponding to amounts actually received during the calendar quarter preceding the Payment Date in question as City Tax Revenue resulting from the operation of the Retail Center located on the Project Site equals \$1,625,000.00 during such calendar quarter (the "Benchmark Amount"). Otherwise, quarterly payments, if any, shall be due based on the amount of Net Taxable Sales over or under the

\$1,625,000.00 quarterly Benchmark Amount on a percentage basis in accordance with the following examples: If Net Taxable Sales are 200% of the Benchmark Amount, i.e. \$3,250,000.00, for the calendar quarter in question, the amount owed by the City attributable to that calendar quarter would be \$50,375.00. Conversely, if Net Taxable Sales for the calendar quarter in question equal 50% of the Benchmark Amount, i.e., \$812,500.00, the quarterly payment due would be \$12,593.75; all up to a total of the Maximum City Assistance if said amount is ultimately owed during the Term.

(c) The City Assistance shall be paid solely for costs incurred by the Developer for costs associated with the renovation and/or redevelopment of the Retail Center and the Project Site as set out in the Development Plan and for no other purposes, and, as a condition precedent to any payments of City Assistance, Developer shall provide documentation in such form as is satisfactory to the City evidencing Developer's payment of such costs associated with the renovation and/or redevelopment of the Retail Center and the Project Site; otherwise, Developer shall not be entitled to the payment of City Assistance as provided for herein.

(d) Subject to the conditions contained in the Agreement and provided that all contingencies contained herein have been met and that Developer is in compliance with the terms and conditions of the Agreement, on each Payment Date the City shall make payments due, if any, in accordance Section 1.10 above.

(e) The City's receipt of the City Tax Revenue to which the City Assistance is referable shall be a condition precedent to the City's obligation to make payments of the City Assistance. The City shall verify the amount of the City Tax Revenue for the preceding calendar quarter before payment of the reimbursement of the City Assistance to Developer and, subject to applicable law, with each payment of City Assistance the City will provide to Developer a written summary of the amount of City Tax Revenue received by the City.

(f) The City Assistance shall be paid to Developer solely by the City in amounts corresponding with the amount of City Tax Revenue actually received by the City from the Net Taxable Sales generated by the Retail Center located on the Project Site. The City's obligation to make such payments is not a general obligation of the City, but is to be paid in amounts, if any, corresponding to the sales taxes actually received as City Tax Revenue resulting from the operation of the Retail Center located on the Project Site.

(g) No sums owed to Developer by virtue of the City Assistance shall accrue interest and any interest that accrues from the deposit of the City Assistance shall belong to and be retained by the City.

(h) Developer agrees that the City is responsible solely for payment of the City Assistance.

(i) Other than accrued but unpaid City Assistance, the City shall have no obligation to pay any amount under this Agreement from and after the Termination Date.

4.2 Audit. Any pertinent books, accounts, or other records accumulated by Developer in connection with sales from the Retail Center shall be available to representatives of the City for inspection and audit and shall be retained for three (3) years from the termination of this Agreement. If any audit, claim or litigation is begun concerning this Agreement before the expiration of the three (3) year period, Developer shall retain the records, if any, until the resolution of all litigation, claims, or audits involving such records. The City's right to audit pursuant to this Section 4.2 shall survive the termination of this Agreement. Notwithstanding the foregoing, Developer shall have no obligation to the City to accumulate or create any books, accounts, or other records in connection with sales from the Retail Center.

4.3 Termination of City Assistance. Any provision contained herein to the contrary, the obligation of the City to pay the City Assistance shall terminate at such time as the Developer has received City Assistance in an amount equal to the Maximum City Assistance, or at the expiration of the Term of this Agreement notwithstanding the amounts paid by the City, at which time the obligations of the City to pay the City Assistance not theretofore accrued shall cease, all other obligations of the City pursuant to the Agreement shall cease, and this Agreement shall automatically terminate.

4.4 Early Termination by Developer. The Developer shall have the right and option to terminate this Agreement by delivering written notice of termination to the City on or before the day next proceeding the Commencement Date.

4.6 Continued Levey of the City's Sales Tax. The City covenants and agrees that, as long as this Agreement shall be in effect, the City shall continue to levy and to provide for the assessment and collection of the taxes the proceeds of which are included in the definition of City Tax Revenue at an aggregate general rate not less than 1.55% of Net Taxable Sales.

## **ARTICLE V**

### **MISCELLANEOUS**

5.1 Effective Date. This Agreement shall become effective on the date upon which it is executed by the last party to sign (the "Effective Date").

5.2 Public Purpose. The Public Body does hereby ascertain, determine, declare and find that the renovation and/or redevelopment of the Retail Center and the Project Site through the expenditure of public funds in the form of the City Assistance will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other person or private entity. The Public Body does further hereby ascertain, determine declare and find that it is in the best interest of the Public Body and will serve a public purpose and further enhance the public benefit and welfare by, among other things: (i) the renovation and/or redevelopment of the existing shopping facility, which is expected to generate additional Net Taxable Sales and creation of additional full and part time jobs in the City, many of which will be filled by residents of the City; (ii) the promotion of local economic and commercial

development and the stimulation of the local economy; (iii) increasing the City's tax base, which will result in additional tax revenues for the City and additional tax revenues for public schools; (iv) promoting the location, relocation, expansion and retention of commercial enterprises in the City; and (v) preserving and improving the aesthetic quality of commercial development, which inure to the economic health of the City.

5.3 Liability of the Public Body. Nothing contained in this Agreement shall be construed to impose a charge against the general credit of the Public Body. The City shall have no liability or obligation in connection with the construction or operation of the Retail Center other than for the City Assistance as set forth herein.

5.4 Assignment. Developer may assign or transfer this Agreement or any interest herein or any part hereof to another entity provided, however, that each of the following conditions is satisfied: (i) such assignee agrees in writing to assume and be responsible for any and all obligations and duties of Developer hereunder for the applicable portion of the Project (which said assumption of all obligations and duties shall be expressly provided in said writing and provided to the City in order to make such assignment proper), and (ii) Developer is in compliance with all the terms and conditions hereof at the time of such proposed assignment. So long as Developer is in compliance with the above, City will cooperate with such assignment in whatever reasonable manner as is necessary. Furthermore, Developer may sell the Project (or a portion thereof) to a third party at any time during the term of this Agreement, and no such sale shall relieve the City of its obligations to make the payments required hereunder to Developer or its assigns, regardless of the fact that the Project (or a portion thereof) may be owned by another entity, unless Developer, at its sole option, assigns its rights under this Agreement to such third-party purchaser and advises the City of such assignment, at which time, the City shall take all actions necessary to recognize the third-party purchaser as the assignee and holder of the Developer's rights under this Agreement, including the right to receive the City Assistance (or, in the case of a sale of a portion of the Project, the portion of the City Assistance specified by the Developer as being allocable to the sold portion of the Project).

Notwithstanding the above, the parties agree Developer may assign the City Assistance revenue stream to its lender if so required by lender. However, notwithstanding such assignment, unless the City receives unambiguous, written authorization from both Developer and its lender regarding payment of said revenue stream to lender, the City shall be under no obligation to recognize the same.

The City shall have no authority to delegate or assign any obligation of the City under this Agreement.

5.5 Default and Termination.

(a) Upon the occurrence of an event of default by Developer which is not cured within thirty (30) days after written notice from the City, the City may, in its discretion, pursue any one or more of the following remedies:

(i) All remedies whether at law or equity, including, but not limited to specific performance, and,

(ii) terminate this Agreement.

(b) Upon the occurrence of an event of default by the City which is not cured within thirty (30) days after written notice from Developer, the Developer may, in its discretion, pursue any one or more of the following remedies:

(i) seek and obtain injunctive relief, declaratory relief, or damages in the amount of the unpaid obligations of the City, if any; or

(ii) terminate this Agreement.

5.7 Governing Law. This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, the parties hereto do hereby consent to the exclusive jurisdiction and exclusive venue of the state courts of Coffee County, Alabama (Enterprise Division) with respect to any matter arising hereunder or related hereto.

5.8 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.9 Notices. All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, or by a nationally recognized overnight courier for delivery on the following business day, as follows:



To City:

City of Enterprise  
501 South Main Street  
Enterprise, AL 36330  
Attn: Mayor

To Developer:

Aronov Realty Company, Inc.  
3500 Eastern Boulevard  
Montgomery, AL 36116  
Attn: Zack Rolen

With Copy To:

Rainer Cotter, City Attorney  
203 East Lee Street  
PO Box 310910  
Enterprise, AL 36330

With Copy To:

Capell & Howard, P.C.  
Attn: Robert D. Rives  
150 South Perry Street  
Montgomery, AL 36111

or to such other address as the parties shall be from time to time designate by written notice.

5.10 Cost and Expense. Each party shall pay their own fees, costs and expenses, including legal fees, in connection with the negotiation and preparation of this Agreement.

5.11 Press Releases. The Developer hereby agrees to cooperate fully with the City in connection with the preparation and release of all press releases and publications concerning this Agreement and the City's grant of the City Assistance for the Project.

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

5.13 Representations and Warranties.

(a) Aronov makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(i) Aronov is a duly organized and existing Alabama corporation, is qualified to do business in the State of Alabama and is in good standing under the laws of the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(ii) The execution and delivery of this Agreement on the part of Aronov's undersigned officer have been duly authorized by Aronov, through its board of directors.

(iii) All actions and proceedings required to be taken by or on behalf Aronov to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Developer hereunder, have been duly taken.

(iv) The execution and performance of this Agreement by Developer do not constitute and will not result in the breach or violation of any contract, lease, mortgage,

bond, indenture, franchise, permit, agreement or governing documents of any nature to which Aronov, or any of its stockholders is a party.

(v) The representations, warranties and covenants made by Aronov herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

(b) Johnston makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(i) Johnston is a duly organized and existing Alabama limited liability company, is qualified to do business in the State of Alabama and is in good standing under the laws of the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(ii) The execution and delivery of this Agreement on the part of Johnston's undersigned officer have been duly authorized by Johnston, through its members and any managers, if any.

(iii) All actions and proceedings required to be taken by or on behalf Johnston to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of Developer hereunder, have been duly taken.

(iv) The execution and performance of this Agreement by Developer do not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, or agreement or governing documents of any nature to which Johnston, or its members or managers, if any, is a party.

(v) The representations, warranties and covenants made by Johnston herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

(c) The City makes the following representations and warranties as the basis for its undertakings pursuant to the Agreement:

(i) The City is a duly organized and validly existing Alabama municipal corporation and is vested with the authority generally provided to municipalities pursuant to Section 94.01.

(ii) The City is specifically capable and qualified to enter into this Agreement; said Agreement violates no debt limit or other provision of law and the City may legally enter into and be bound by this Agreement.

(iii) The execution and delivery of this Agreement on the part of the City and the execution of this Agreement by its Mayor have been duly authorized by the City.

(iv) The representations, warranties and covenants made by the City herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

5.14 Relationship of Parties. The City and Developer agree that nothing contained in this Agreement, or any act of Developer or of the City, shall be deemed or construed by the Parties hereto, or by third persons, to create any relationship of third-party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer, and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Developer, nor shall Developer at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

5.15 Compliance with Laws.

(a) Developer shall comply, and shall use its best efforts to cause its officers, agents, employees and contractors to comply, with all applicable federal, state and local statutes, regulations, rules, ordinances and other laws applicable to the operation of the Project.

(b) Developer shall not enter into, execute, or be a party to any covenant agreement, lease, deed, assignment, conveyance, or any other written instrument, which restricts the sale, lease, use or occupancy of the Retail Center, or any part thereof, or any improvements placed thereon, upon the basis of national origin, race, religion, sex or color. Developer shall comply with all federal, state, and local laws, in effect from time to time, prohibiting discrimination or segregation, and will not discriminate, by reason of national origin, race, religion, sex or color in the sale, lease or use or occupancy of the Retail Center.

5.16 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Developer and its successors and assigns and shall be binding upon and shall inure to the benefit of the Public Body and its successors and assigns.

5.17 Entire Agreement; Amendment; Etc. This Agreement constitutes one entire and complete agreement, and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the City and Developer. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable

unless contained in this Agreement. No oral conditions, warranties or modifications hereto shall be valid between the parties.

*[signatures contained on the following page]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Title: City Clerk

Date: \_\_\_\_\_

**DEVELOPER:**

ARONOV REALTY COMPANY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

JOHNSTON ENTERPRISE SHOPPING  
CENTER, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

CITY OF ENTERPRISE

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE SHOPPING CENTER**

#### **PARCEL I:**

A lot or parcel of land containing 9.765 acres on the East side of U.S. Highway 84 East By-Pass in the City of Enterprise, Coffee County, Alabama, lying in and being a part of the NW ¼ of the SE ¼ and the NE ¼ of the SE ¼, Section 15, Township 4 North, Range 22 East and being more particularly described as follows: Commencing at a point of intersection of the South boundary line of the NW ¼ of the SE ¼ and the East right of way line of U.S. Highway 84 East By-Pass, thence North 10 deg 03 min West along said East right of way line for a distance of 160.0 feet to the point of beginning of parcel herein described, thence continuing North 10 deg 03 min West along said East right of way line for a distance of 680.53 feet; thence at right angles North 79 deg 57 min East for a distance of 650.0 feet; thence South 10 deg 03 min East for a distance of 438.04 feet; thence South 19 deg 56 min 30 sec West for a distance of 280.0 feet; thence South 79 deg 57 min West for a distance of 650.0 feet to the point of beginning of tracts herein described.

LESS AND EXCEPT that parcel conveyed in that Warranty Deed from Aronov Realty Company, Inc. and Frank M. Johnston to Robert L. Davis, as Trustee United States Beef Profit Sharing Plan dated October 18, 1979, and recorded October 25, 1979 in the Office of the Judge of Probate or Coffee County, Alabama in Deed Book 104, at Page 195 & 196. Known as Tax Parcel 16-05-15-4-000-001.04

#### **PARCEL II:**

A lot or parcel of land containing 4.24 acres on the East side of U.S. Highway 84 Eastern Bypass in the City of Enterprise, Coffee County, Alabama, lying in and being a part of the NW ¼ of the SE ¼ and the NE ¼ of the SE ¼, Section 15, Township 4 North, Range 22 East and being more particularly described as follows: Commencing at a point of intersection of the South boundary line of the NW ¼ of the SE ¼ and the East right of way line of U.S. Highway 84 Eastern Bypass; thence North 10 deg 03 min West along said East right of way line for a distance of 840.53 feet to the point of beginning of the parcel of land herein described; thence continuing North 10 deg 03 min West along said east right of way line for a distance of 284.47 feet; thence at right angles North 79 deg 57 min East for a distance of 650.0 feet; thence South 10 deg 03 min East for a distance of 284.47 feet; thence South 79 deg 57 min West for a distance of 650.0 feet to the point of beginning of parcel of land herein described.

**PARCEL III:**

A lot or parcel of land located in the City of Enterprise, Coffee County, Alabama and being more particularly described as follows: Commencing at a point where the South line of the NW ¼ of the SE ¼ of Section 15, Township 4 North, Range 22 East, intersects the East right of way line of U.S. Highway 84 Bypass; thence North 8 deg 19 min West along the east right of way of said Bypass 60.0 feet to a point; thence continue along the East right of way of said Bypass North 10 deg 03 min West 100.0 feet to a point; thence North 79 deg 57 min East 510.0 feet to a point; thence North 19 deg 56 min 30 sec East 280.00 feet to the point of beginning; thence North 39 deg 03 min East 169.78 feet to a point; thence North 10 deg 03 min West 227.62 feet to a point; thence North 59 deg 08 min West 169.78 feet to a point; thence South 10 deg 03 min East 450.00 feet to the point of beginning. Said property being located in the N ½ of the SE ¼ of Section 15, Township 4 North, Range 22 East, and containing 1.00 acres, more or less.

**PARCEL IV:**

A lot or parcel of land located in the City of Enterprise, Coffee County, Alabama and being more particularly described as follows: Commencing at a point where the South line of the NW ¼ of the SE ¼ of Section 15, Township 4 North, Range 22 East, intersects the East right of way line of U.S. Highway 84 By-Pass; thence North 10 deg 03 min West along the East right of way of said By-pass 1125.0 feet to the Point of Beginning; thence continue along the East right of way of said By-pass North 10 deg 03 min West 82.2 feet to a point; thence continue along the South right of way of said By-pass N 79 deg 57 min East 25.0 feet to a point; thence continue along the East right of way of said By-pass N 10 deg 03 min West 50.0 feet to a point; thence continue along the North right of way of said By-pass South 79 deg 57 min West 25.0 feet to a point; thence continue along the East right of way of said By-pass North 10 deg 03 min West 109.8 feet to a point; thence South 79 deg 57 min West 450.0 feet to the Point of Beginning. Said property being located in the N ½ of the SE ¼ of Section 15, Township 4 North, Range 22 East and containing 2.208 acres, more or less.

**Less and Except:**

A lot or parcel of land located in the City of Enterprise, Coffee County, Alabama, and being more particularly described as follows: Commencing at a point where the South line of the NW ¼ of the SE ¼, Section 15, T4N, R22E, intersects the East R.O.W. of U.S. Highway #84 By-Pass; thence N 10 deg 03 min W along the East R.O.W. of said By-Pass 1206.59 feet to a point; thence N 79 deg 57 min E along the South R.O.W. of said By-Pass 25.0 feet to the Point of Beginning; thence continue N 79 deg 57 min E 205.0 feet to a point; thence N 10 deg 03 min W 134.54 feet to a point; thence N 86 deg 13 min W 231.38 feet to the East R.O.W. of U.S. Highway #84 By-Pass; thence S 10 deg 03 min E along the East R.O.W. of said By-Pass 109.8 feet to a point; thence N 79 deg 57 min E along the North R.O.W. of said By-Pass 25.0 feet to a point; thence S 10 deg 03 min E along the East R.O.W. of said By-Pass 50.0 feet to the Point of Beginning. Said property being located in the N ½ of the SE ¼, Section 15, T4N, R22E, and containing 0.75 acres, more or less.

**ALSO LESS AND EXCEPT the following-described property:**

**Lot 1, as shown on that certain Subdivision Plat for Chick-fil-A, Inc., recorded September 10, 2013, in Plat Book 3, Page 393, in the Office of the Judge of Probate of Coffee County, Enterprise Division, Alabama.**

**EXHIBIT B**  
**Development Plan**

[To be added]



**RESOLUTION 11-15-22-A**  
**A RESOLUTION AUTHORIZING EXECUTION OF A MUTUAL AID CONSORTIUM**  
**AGREEMENT BETWEEN THE CITY OF ENTERPRISE AND THE**  
**ALABAMA ASSOCIATION OF FIRE CHIEFS**

**WHEREAS**, under the provisions of *Ala. Code* §11-43-140 et seq. a governing body of a city or town may enter into agreements to provide aid beyond their corporate limits or police jurisdictions, and

**WHEREAS**, the City of Enterprise and the Enterprise City Council recognizes that Alabama faces a wide range of both natural and man-made emergencies requiring fire and emergency response to provide for the safety of our citizens, and

**WHEREAS**, in times of significant events and incidents, individual fire and emergency response capabilities may become overwhelmed and may not be adequate to effectively minimize the loss of life, severity of injury, and property damage, and

**WHEREAS**, the City of Enterprise and Enterprise City Council recognizes that in times of significant emergency, resources, equipment, and trained personnel from across Alabama may be required to best mitigate the emergency, and

**WHEREAS**, the Alabama Association of Fire Chiefs has developed a Mutual Aid Consortium to provide for the coordination of sharing available resources across jurisdictions in times of need, and

**WHEREAS**, the City of Enterprise and the Enterprise City Council recognizes and agrees that it is in the best interest of the citizens served by the City of Enterprise Fire Department and the mutual interest of the citizens of Alabama to enter into agreements whereby fire departments will provide fire and emergency support and assistance in the event of significant events or incidents;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA**, that the Mayor or Fire Chief are hereby authorized and directed to execute the Mutual Aid Consortium Agreement between the City of Enterprise and the Alabama Association of Fire Chiefs in substantially the form presented to Council this date.

Duly Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNCIL:

\_\_\_\_\_  
Council President Turner Townsend  
District #5

\_\_\_\_\_  
Council Member Sonya W. Rich  
District #1

\_\_\_\_\_  
Council Member Eugene Goolsby  
District #2

\_\_\_\_\_  
Council Member Greg Padgett  
District #3

\_\_\_\_\_  
Council Member Scotty Johnson  
District #4

ATTEST:

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

# **ALABAMA ASSOCIATION OF FIRE CHIEFS MUTUAL AID CONSORTIUM AGREEMENT**

## **I. PURPOSE**

This Agreement is intended to provide an understanding between and among public fire protection agencies of Alabama in the provision and reception of resources, equipment, and personnel for response to natural or man-made disasters, acts of war or unrest, or other emergencies requiring outside assistance.

## **II. AUTHORITIES**

Pursuant to §11-43-140 et seq. of the Code of Alabama, 1975, the governing body of a city or town may enter into agreements to provide aid beyond their corporate limits.

Pursuant to §11-89-1 et seq. of the Code of Alabama, 1975, the board of a recognized fire district may enter into agreements as may be necessary to accomplish the purpose of the fire district, including providing and receiving aid.

## **III. DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meanings, except as otherwise expressly provided or unless the context otherwise requires:

- a. "Board" means board of directors of a fire protection district, or corporate or tribal organization providing public fire protection, as defined and applicable according to the Code of Alabama, 1975, or applicable Federal law.
- b. "Emergency requiring outside assistance" means an event or incident that in the subjective opinion of the local fire chief or other Authority Having Jurisdiction [AHJ] exceeds the capabilities or resources locally available.
- c. "Fire Chief" means the appointed and recognized Chief of the fire department based upon the subjective procedures of the local governing body or board, or his or her expressed designee.
- d. "Fire Department" means any fire department, fire district, or emergency response provider recognized by the Alabama Fire College

and Personnel Standards Commission, or recognized by the Alabama Forestry Commission. This includes any emergency public safety response organization associated with federally recognized Indian tribes located within the State.

- e. "Governing Body" means a county, city, or town council, mayor, or commission as defined and applicable according to the Code of Alabama, 1975.
- f. "Mutual Aid Member" means any fire department whose governing body or board has ratified this agreement.

#### **IV. SCOPE**

This Alabama Association of Fire Chiefs [AAFC] Mutual Aid Consortium [MAC] Agreement includes all Alabama fire departments who have ratified this agreement pursuant to Section VII of this document.

#### **V. LIMITATIONS**

Ratification of this Agreement in no way creates, expresses, or implies a duty or responsibility that a fire department must provide aid upon request.

#### **VI. AGREEMENT**

The AAFC President will appoint a MAC Chairperson from the AAFC membership. Each regional division of the AAFC will appoint 1 member meeting the qualifications set forth by the AAFC President, to serve as a MAC Director.

The MAC Directors will develop and maintain the AAFC Mutual Aid Rules and Procedures [Rules and Procedures] for presentation to the AAFC Board of Directors as needed. The Rules and Procedures will set forth the process of requesting aid, reporting and documenting available assets and personnel, and other processes as may be necessary for effective mutual aid preparation and deployment. The Rules and Procedures will be approved by the AAFC Board of Directors and promulgated to all Mutual Aid Members.

Mutual Aid Member departments agree to provide reports on available assets and resources on an annual basis as provided by the Rules and Procedures.

**Mutual Aid Member departments agree that the Fire Chief of the jurisdiction requesting assistance shall be the sole judge of determining when an event or incident meets the parameters of an emergency requiring outside assistance, the level and amount of assistance needed, if any, and from whom the assistance is requested.**

**Mutual Aid Member departments agree that the Fire Chief of the jurisdiction receiving a request for assistance has the responsibility of determining, pursuant to the policy and circumstances of his/her jurisdiction at that time, the level and amount of assistance that can be provided to the requesting jurisdiction.**

**Mutual Aid Member departments agree that the Fire Chief receiving a request for assistance shall promptly notify the Fire Chief requesting assistance what, if any, resources are available for assistance.**

**Mutual Aid Member departments agree that a recognized Incident Command System shall be used on any event or incident where mutual aid is being provided.**

**Mutual Aid Member departments agree that during mutual aid operations, any resources or personnel providing aid from an outside jurisdiction will be under the direction and command of the Fire Chief requesting aid.**

**Mutual Aid Member departments agree that resources, including equipment and personnel, in transit to or from a mutual aid operation but not under the direction and control of the Fire Chief receiving aid, are under the direction and control of the Fire Chief providing aid.**

**Mutual Aid Member departments agree to indemnify and hold harmless any other party to this Agreement from any liability, losses, and damages except to the extent that the indemnified party is determined, absent this agreement, to have legal liability and responsibility for such liability, losses, or damages. For purposes of this paragraph, the term "losses or damages" includes, but is not limited to, any and all costs associated with a legal defense including investigation, attorney fees, and other reasonable expenses in connection with any claim or lawsuit.**

Mutual Aid Member departments agree to provide for the payment of compensation, medical, or death benefits of its employees who sustain injury or death while providing aid to a jurisdiction other than that of his/her employer in the same manner and on the same terms as if the injury or death occurred in his/her regular course of employment.

Mutual Aid Member departments agree that any costs incurred, including, but not limited to, compensation, insurance, or otherwise associated with the providing of mutual aid resources, equipment, or personnel, are the responsibility of the fire department providing the resources, equipment, or personnel and are not subject to reimbursement under this Agreement, unless otherwise provided by the lawful authority of the federal, state, or local government.

Participation in this Agreement and providing aid to or requesting aid from a Mutual Aid Member shall be done for a public and governmental purpose and no term or provision of this Agreement is intended or shall be construed to waive immunity granted the parties by the Code of Alabama, 1975, or any other rule of law or provision, statute, ordinance, or regulation having the force and effect of law.

If any provision or term of this Agreement, or the application of the Agreement to any party or entity, is found to be invalid or otherwise unenforceable, the remainder of this Agreement, or the application of the Agreement to remaining parties or entities, shall not be affected thereby.

## **VII. RATIFICATION**

This Agreement shall become binding and effective when it shall have been approved by resolution or ordinance of the Governing Body or Board overseeing a Fire Department and a signed copy of such resolution or ordinance has been transmitted to the AAFC. An example resolution is provided in Appendix I.

This Agreement may be terminated at any time by providing 30-day written notice to the AAFC from the Governing Body or Board.

**RESOLUTION 11-15-22-B**  
**A RESOLUTION TO AUTHORIZE AN ANNUAL ONE-TIME**  
**PAYMENT OF ADDITIONAL COMPENSATION**

**WHEREAS**, the salary and compensation of employees, appointed officials and department heads of the City of Enterprise are established by the Mayor and City Council of the City of Enterprise, Alabama.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA**, as follows:

**SECTION 1.** The Chief Financial Officer/Treasurer is authorized, empowered and directed to adjust the pay or salary of each full-time employee herein described by the total amount of \$150.00.

**SECTION 2.** The Chief Financial Officer/Treasurer is authorized, empowered and directed to adjust the pay or salary of each part-time and seasonal employee herein described by the total amount of \$75.00.

**SECTION 3.** Such payment shall be in addition to all other salaries due and shall be subject to all payroll taxes. Payments shall be a one-time adjustment and shall be paid annually in the month of December.

**SECTION 4.** Any provisions in conflict herewith are hereby amended to allow this one-time salary adjustment.

Duly Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNCIL:

\_\_\_\_\_  
Council President Turner Townsend  
District #5

\_\_\_\_\_  
Council Member Sonya W. Rich  
District #1

\_\_\_\_\_  
Council Member Eugene Goolsby  
District #2

\_\_\_\_\_  
Council Member Greg Padgett  
District #3

\_\_\_\_\_  
Council Member Scotty Johnson  
District #4

ATTEST:

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

**RESOLUTION 11-15-22-C**

**A RESOLUTION OF THE CITY OF ENTERPRISE, ALABAMA, TO EXEMPT CERTAIN  
"COVERED ITEMS" FROM THE MUNICIPAL SALES AND USE TAX AS  
AUTHORIZED BY ACT 2012-256, GENERALLY REFERRED TO AS  
THE SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY LEGISLATION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA, AS  
FOLLOWS:

**Section 1.** In conformity with the provisions of Act 2012-256 enacted by the Alabama Legislature during the 2012 Regular Session, providing for a State Severe Weather Preparedness Sales Tax Holiday, the City of Enterprise, Alabama exempts "covered items" (meaning those items as defined by the Act in Alabama Code §40-23-230) from municipal sales and use tax during the same period, beginning at 12:01 a.m. on Friday, February 24, 2023 and ending at twelve midnight Sunday, February 26, 2023.

**Section 2.** This resolution shall be subject to all terms, conditions, definitions, time periods and rule as provided by Act 2012-256.

**Section 3.** The City Clerk is hereby authorized and directed to certify a copy of this resolution under the seal of the City of Enterprise, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the department website.

**Section 4.** This resolution shall become effective upon adoption and advertisement as required by law.

Duly Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNCIL:

\_\_\_\_\_  
Council President Turner Townsend  
District #5

\_\_\_\_\_  
Council Member Sonya W. Rich  
District #1

\_\_\_\_\_  
Council Member Eugene Goolsby  
District #2

\_\_\_\_\_  
Council Member Greg Padgett  
District #3

\_\_\_\_\_  
Council Member Scotty Johnson  
District #4

ATTEST:

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

**Beverly Sweeney**

---

**From:** Spears, Pamela <Pamela.Spears@revenue.alabama.gov>  
**Sent:** Thursday, October 27, 2022 6:46 AM  
**To:** bsweeney@enterpriseal.gov  
**Subject:** REMINDER 2023 Severe Weather Preparedness Tax Holiday

This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are unsure if the email is safe, please forward it to [helpdesk@enterpriseal.gov](mailto:helpdesk@enterpriseal.gov).

October 27, 2022

**REMINDER**

**IMPORTANT**

**RESPONSE REQUIRED**

**IMPORTANT**

## **2023 Severe Weather Preparedness Tax Holiday February 24-26, 2023**

**Deadline to notify ADOR: January 24, 2023**

The 2023 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 24, 2023, and ends at twelve midnight on Sunday, February 26, 2023. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 24, 2023. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays>

**Your taxpayers want to know if your locality will participate  
in the 2023 Weather Preparedness Tax Holiday.**

### **ACTION REQUIRED:**

**Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 24, 2023.**

**Participating?** - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.  
(Sample Ord/Res here: <https://revenue.alabama.gov/sales-use/local-government-forms/>)

**Not Participating?** - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

**Notification can be faxed, mailed or emailed:**

**FAX: 334-242-8916**



**MAIL:**           **ALABAMA DEPARTMENT OF REVENUE**  
                  **Sales & Use Tax Division**  
                  **Post Office Box 327900**  
                  **Montgomery, Alabama 36132-7900**

**EMAIL:**        **localtaxunit@revenue.alabama.gov**

**QUESTIONS:** **334-242-1443**

## 2023 Severe Weather Preparedness Sales Tax Holiday

Alabama will hold its 18th annual severe weather preparedness sales tax holiday, beginning Friday, February 24, at 12:01 a.m. and ending Sunday, February 26, at midnight. This event gives shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax [may](#) still apply. For more information, contact the Sales and Use Tax Division at 334-242-1490 or 866-576-6531.

### COVERED ITEMS - \$60 or Less, per ITEM

#### Eligible

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>AAA-cell batteries</li> <li>AA-cell batteries</li> <li>C-cell batteries</li> <li>D-cell batteries</li> <li>6-volt batteries</li> <li>9-volt batteries</li> <li>Cellular phone battery</li> <li>Cellular phone charger</li> <li>Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio</li> <li>Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks</li> </ul> | <ul style="list-style-type: none"> <li>Tarpaulin</li> <li>Plastic sheeting</li> <li>Plastic drop cloths</li> <li>Other flexible, waterproof sheeting</li> <li>Ground anchor system, such as bungee cords or rope, or tie-down kit</li> <li>Duct tape</li> <li>Plywood, window film or other materials specifically designed to protect window coverings</li> <li>Non-electric food storage cooler or water storage container</li> <li>Non-electric can opener</li> </ul> | <ul style="list-style-type: none"> <li>Artificial ice</li> <li>Blue ice</li> <li>Ice packs</li> <li>Reusable ice</li> <li>Self-contained first aid kit</li> <li>Fire extinguisher</li> <li>Smoke detector</li> <li>Carbon monoxide detector</li> <li>Gas or diesel fuel tank or container</li> </ul> |
|--|--|--|

#### Noneligible

- Coin batteries
- Automobile and boat batteries

### A single purchase with a sales price of \$1,000 or Less

#### Eligible

**Any portable generator and power cords** – used to provide light or communications or preserve food in the event of a power outage.

**RESOLUTION 11-15-22-D**

**A RESOLUTION TO PROVIDE FOR THE APPOINTMENT OF THE MUNICIPAL JUDGE  
AND THE ACTING JUDGE FOR THE MUNICIPAL COURT**

Whereas; Title 12, Chapter 14, Code of Alabama, 1975, provides the procedures by which Municipal Court officials are appointed or provided.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA, as follows:

**SECTION I. MUNICIPAL JUDGE (PART TIME) Ref: 12-14-30 & 12-14-33**

Paul Sherling is hereby appointed Part Time Municipal Judge for a two (2) year term from the date hereof, or sooner as provided by the terms of this Resolution. In addition to all other duties prescribed by law, he shall submit quarterly, a summary of Court activities to the City Council which shall be in the manner and form prescribed subject to the following provision: The Municipal Judge shall serve at the pleasure of the Council.

Compensation for such services is hereby established as \$1,000.00 per month retainer, plus \$1,000.00 per month for insurance payment stipend and \$250.00 per reasonably required Court session. Payment shall be on a monthly basis.

**SECTION II. ACTING MUNICIPAL JUDGE (PART TIME) Ref: 12-13-34**

The Mayor is authorized, empowered and directed to enter into an agreement to designate and retain on a fee basis an Acting Municipal Judge at a rate not to exceed \$18,000 annually. The Acting Municipal Judge shall meet the statutory requirements set out by Article 2, Section 12-14-34, Code of Alabama, 1975, and may not serve for more than 30 successive days or a total of 60 days in any calendar year. However, this restriction shall not apply when the Duly Appointed Judge is disqualified pursuant to the Constitution. The term of office shall coincide with the Municipal Judge.

**SECTION III.** Any resolution or agreement in conflict with this Resolution is hereby repealed.

**SECTION V.** The terms and conditions of this appointment are hereby approved and adopted this 15<sup>th</sup> day of November 2022.

COUNCIL:

\_\_\_\_\_  
Council President Turner Townsend  
District #5

\_\_\_\_\_  
Council Member Sonya W. Rich  
District #1

\_\_\_\_\_  
Council Member Eugene Goolsby  
District #2

\_\_\_\_\_  
Council Member Greg Padgett  
District #3

\_\_\_\_\_  
Council Member Scotty Johnson  
District #4

ATTEST:

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

Transmitted to the Mayor this \_\_\_\_\_ day of November, 2022.

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

ACTION OF THE MAYOR:

Approved this \_\_\_\_\_ day of November, 2022.

\_\_\_\_\_  
William E. Cooper  
Mayor

ATTEST:

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

**For Meeting 11/15/2022**

**Council, Mayor, and Administrator:**

I Respectfully request to seek bids on 9 bay door replacements at Central Fire Station (Lower building).  
This request was approved in the 2023 Budget.

**Sincerely,**

**Christopher Davis**

**ABC INTRODUCTION  
NOVEMBER 15, 2022**

**BUSINESS NAME: BLUE ROSE LLC**

**DBA: BIG BLUE CATFISH PHIL AM BISTRO**

**LOCATION ADDRESS: 1016 RUCKER BLVD  
ENTERPRISE, AL 36330**

**LICENSES APPLYING FOR:**

**RESTAURANT RETAIL LIQUOR**

**THIS LICENSE CAN BE INTRODUCED ON NOVEMBER 15, 2022.**