

MINUTES OF A SCHEDULED MEETING OF THE EUFAULA CITY COUNCIL HELD ON MONDAY, AUGUST 1, 2022

The Eufaula City Council met in a regular session on Monday, August 1, 2022, at 5:15 p.m. in the police department courtroom at 545 East Barbour Street. Council President Register called the meeting to order, and Pastor Ken Jackson offered the invocation. President Register led the Council and audience in the Pledge of Allegiance.

Upon call of the roll the following members were present: Council President Wes Register, President Pro Tem Otis Hill, Councilman Marvin Brown, Councilman Ben Garrison, and Councilman John Robinson.

Also present: Mayor Jack Tibbs, Joy White, City Clerk/Treasurer, and Joel Smith, City Attorney. Representative Berry Forte was also present in this session.

HONORS AND RECOGNITION

APPROVAL OF AGENDA

President Pro Tem Hill offered a motion to approve the order of the amended agenda for Monday, August 1, 2022. Councilman Garrison seconded the motion. A roll call vote was taken and recorded as follows: Yeas: Councilman Robinson, Councilman Garrison, Councilman Brown, President Pro Tem Hill, and Council President Register. Nays: None. President Register then announced that the agenda was approved and adopted.

CONSENT AGENDA

President Register reviewed the items on the Consent Agenda for council approval.

- (a) Motion and second to dispense with and approve the regular session minutes of July 18, 2022.
- (b) Motion and second to dispense with and approve the Claims Docket dated July 27, 2022, in the amount of \$57,726.53.

Councilman Garrison offered a motion to approve the Consent Agenda. Councilman Robinson seconded the motion. After a voice vote, President Register announced the Consent Agenda was approved and adopted.

MAYOR'S REPORT

Mayor Tibbs recently attended the American Public Gas Convention in Minnesota. Mayor Tibbs announced an upcoming business trip to Korea with a focus on workforce opportunities for the City of Eufaula. Additional job opportunities are also being created at Hyundai Poly-Tech. Reeves Farms, a new residential housing development, will have a ribbon-cutting ceremony within the coming weeks. An ALDOT meeting will be held Wednesday, August 24, 2022 with the ALDOT Director John Cooper. Mayor Tibbs welcomed the council members to attend this meeting, and the focus will be on city projects/developments. Mayor Tibbs also announced that Georgetown, Georgia may possibly develop an agreement with the City of Eufaula for ambulance service upon fulfillment of specific and required criteria.

VISITORS

ORDINANCES AND RESOLUTIONS

President Register introduced Resolution 74-2022 (Lump Sum Payment – Retirees). Councilman Garrison offered a motion to adopt Resolution 74-2022 (Lump Sum Payment – Retirees). Councilman Robinson seconded the motion. President Register announced that Resolution 74-2022 was adopted.

RESOLUTION 74-2022

WHEREAS, the Alabama Legislature in the 2022 Regular Session, passed Act 2022-229 providing for a one-time lump sum payment to retired members and beneficiaries of deceased retirees of The Retirement Systems of Alabama who retired prior to March 01, 2022 and are entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) on September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the City of Eufaula, through its governing authority, elects to come under the provisions of Section 2 of Act 229 of the Regular Session of the 2022 Legislature.

BE IT FURTHER RESOLVED, the City of Eufaula agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of the City of Eufaula with the aforementioned lump sum payment being paid in October 2022.

ADOPTED AND APPROVED THIS 1st day of August, 2022

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, City Council President

ATTEST:

Joy White, CMC
City Clerk/Treasurer

President Register introduced Resolution 75-2022 (Authorizing Letter to Housing Authority – RE: Osprey Cove). President Pro Tem Hill offered a motion to adopt Resolution 75-2022 (Authorizing Letter to Housing Authority – RE: Osprey Cove). Councilman Robinson seconded the motion. President Register announced that Resolution 75-2022 was adopted.

RESOLUTION

75-2022

WHEREAS, The Housing Authority of the City of Eufaula, Alabama (the “Authority”) desires to redevelop a portion of the public housing development known as Eufaula Housing Authority Apartments into a new 56-unit affordable housing apartment project to be known as Osprey Cove (the “Project”) and located on the real property located at 1700 South Randolph Avenue, Eufaula, Alabama 36027 (the “Property”) and financed with funds received through the Federal Low-Income Housing Tax Credit Program (“LIHTC”) governed by Section 42 of the Internal Revenue Tax Code;

WHEREAS, the Project has also received a commitment for fifty-two (52) project-based vouchers (“PBV”) subject to long-term Section 8 project-based vouchers under the Rental Assistance Demonstration (“RAD”) program, administered by the U.S. Department of Housing and Urban Development (“HUD”) and subject to the applicable requirements, guidance and approvals as set forth pursuant to, and including, but not limited to, Attachment L of PIH Notice 2017-21 (*Implementation Guidance: Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Provisions*);

WHEREAS, the Property is exempt from property tax pursuant to the Alabama Constitution due to its ownership by the Authority, which is a municipal corporation, and the City and the Authority have previously entered into a Cooperation Agreement dated August 13, 1952, which agreement contains provisions relating to payments by the Authority to the City in lieu of taxes to compensate the City for taxes that would have been paid to the City if the Property were not tax exempt and for public services and facilities furnished by the City;

WHEREAS, the Cooperation Agreement provides for the Authority to develop and administer the Project for low-rent housing, financed with financial assistance from the federal government;

WHEREAS, through a ground lease and purchase option and right of first refusal agreement, the Authority will retain its ownership of the Property and its beneficial interest in the Project after the redevelopment, but the type of federal subsidy flowing to the Property and the Project will change from public housing assistance to project-based rental assistance through the PBV program;

WHEREAS, the Authority has advised that after the redevelopment, (i) the Project will continue to qualify as being used for “low-rent housing purposes”, as referenced in the Cooperation Agreement, after the development and construction of the Project and (ii) the Project will receive financial subsidies from the federal government; therefore, the Cooperation Agreement will remain in effect with respect to the Project after construction completion.

NOW THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized and directed, on behalf of the City, to sign and deliver to the Authority a letter in the form attached hereto evidencing the City’s agreement that the Cooperation Agreement, and the provisions for payments in lieu of taxes contained therein, will remain in effect with respect to the Project.

ADOPTED AND APPROVED this 1st of August, 2022.

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register
City Council President

ATTEST:

Joy White
City Clerk/Treasurer

_____, 2022

The Housing Authority of the City of Eufaula, Alabama
Attention: Mr. Tom Wachs
830 South Randolph
Eufaula, AL 36027

Re: Status of Cooperation Agreement

Dear Mr. Wachs:

You have asked us to confirm the status of that certain Cooperation Agreement between The Housing Authority of the City of Eufaula, Alabama (the “Authority”) and the City of Eufaula, Alabama (the “City”), dated August 13, 1952 (as amended through the date hereof, the “Cooperation Agreement”), with respect to a public housing development known as Eufaula Housing Authority Apartments, in connection with the redevelopment of a portion of the Eufaula Housing Authority Apartments with a new 56-unit affordable housing apartment project to be known as Osprey Cove (the “Project”) and located on the real property located at 1700 South Randolph Avenue, Eufaula, Alabama 36027 (the “Property”) and financed with funds received through the Federal Low-Income Housing Tax Credit Program (“LIHTC”) governed by Section 42 of the Internal Revenue Tax Code. Additionally, the Project has received a commitment for fifty-two (52) project-based vouchers (“PBV”) subject to long-term Section 8 project-based vouchers under the Rental Assistance Demonstration (“RAD”) program, administered by the U.S. Department of Housing and Urban Development (“HUD”) and subject to the applicable requirements, guidance and approvals as set forth pursuant to, and including, but not limited to, Attachment L of PIH Notice 2017-21 (*Implementation Guidance: Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Provisions*).

You have informed us that the Authority will enter into a Ground Lease Agreement (the “Ground Lease”) with Osprey Cove, LP, an Alabama limited partnership (the “Partnership”), under which the Authority will lease the Property to the Partnership, and the Partnership will develop and

construct the Project with funds received through the LIHTC and shall continue the Property's use as low-rent housing. Under the terms of the Ground Lease, upon a default or at the end of the term, the Authority shall retain the ownership of any improvements on the Property, including the Project. Additionally, the Authority will enter into a Purchase Option and Right of First Refusal Agreement ("Option Agreement") with the Partnership, which will give the Authority the option or right of first refusal to purchase the Project during a specified period of time after the LIHTC compliance period, which would have the effect of terminating the Ground Lease and assure the continuance of the use of the Project for low-rent housing. Through the use of the Ground Lease and the Option Agreement, the Authority will retain its ownership of the Property and its beneficial interest in the Project after the redevelopment, but the type of federal subsidy flowing to the Property and the Project will change from public housing assistance to project-based rental assistance through the PBV program.

Based upon the foregoing facts, the City agrees that the Cooperation Agreement, and the provisions for Payment in Lieu of Taxes contained therein, will remain in effect with respect to the Project.

Sincerely,

Jack Tibbs, Mayor

President Register introduced Resolution 76-2022 (Proceed with Purchase of 2023 Freightliner Automated Side Loader). Councilman Robinson offered a motion to adopt Resolution 76-2022 (Proceed with Purchase of 2023 Freightliner Automated Side Loader). Councilman Garrison seconded the motion. President Register announced that Resolution 76-2022 was adopted.

RESOLUTION 76-2022

WHEREAS, an additional automated side loader is needed for backup to serve the citizens in a timely manner; and

WHEREAS, a 2023 Freightliner M2 Class 7 with Chassis is available from the HGAC contract; and

WHEREAS, the Unit Cost is \$ 238,355.00 from GS Products Recycling/Waste Equipment; and

WHEREAS, the funding source for this purchase will be from bond issue funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Eufaula, Alabama, that approval is given to proceed with the purchase.

DONE THIS 1st day of August, 2022.

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, President

ATTEST:

Joy White, City Clerk/Treasurer

President Register introduced Resolution 77-2022 (Approving McKesson and JJ Settlements). Councilman Garrison offered a motion to adopt Resolution 77-2022 (Approving McKesson and JJ Settlements). Councilman Robinson seconded the motion. President Register announced that Resolution 77-2022 was adopted.

**RESOLUTION
77-2022**

WHEREAS, on July 2, 2018, the Eufaula City Council authorized pursuit of potential claims for damages against the manufacturers and distributors of opioids related to losses suffered by the City of Eufaula and its citizens as a result of the improper and/or illegal manufacture, distribution, marketing and selling of opioids; and

WHEREAS, a confidential Alabama-specific Opioid Settlements with Defendants Janssen and McKesson Corporation has been reached; and

WHEREAS, in order to obtain the settlements, settlement sign-on agreements must be executed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eufaula, Alabama does hereby approve the settlements and authorize Jack B. Tibbs, Jr., in his official capacity as Mayor, to execute all documents necessary for receipt of the settlement.

DONE THIS 1st day of August, 2022.

THE CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, Council President

ATTEST:

Joy White, City Clerk/Treasurer

President Register introduced Resolution 78-2022 (Authorizing building Disc Golf Course). Councilman Robinson offered a motion to adopt Resolution 78-2022 (Authorizing building Disc Golf Course). Councilman Garrison seconded the motion. President Register announced that Resolution 78-2022 was adopted.

**RESOLUTION
78-2022**

WHEREAS, in an effort to expand the availability of outdoor recreational activities for the residents of Eufaula and to attract visitors to our city, the City of Eufaula wishes to move forward with constructing a Disc Golf Course with 18 holes and two tee boxes per hole; and

WHEREAS, the Disc Golf Course will be built at Old Creek Town Park and will be managed by Eufaula Parks and Recreation; and

WHEREAS, the cost of the project is as follows:

Trademark Custom Home LLC \$ 45,448.00 – Concrete Pads,
Hauling, setup and backfill/grade

Jackson Demo - \$ 9,500.00 – Clearing, cutting and trimming.

WHEREAS, the funding source for this project will be from capital projects or bond issue funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eufaula hereby authorizes Mayor Jack B. Tibbs, Jr. to execute contractual documents to proceed with construction of the Disc Golf Course.

DONE THIS 1st day of August, 2022.

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, Council President

ATTEST:

Joy White, City Clerk/Treasurer

President Register introduced Resolution 79-2022 (Accepting bid for three Dodge Chargers Pursuit). President Pro Tem Hill offered a motion to adopt Resolution 79-2022 (Accepting bid for three Dodge Chargers Pursuit). Councilman Robinson seconded the motion. President Register announced that Resolution 79-2022 was adopted.

**RESOLUTION
79-2022**

WHEREAS, the City of Eufaula Police Department opened bids on Wednesday, July 27, 2022 at 10:00 A.M., for the purchase of three (3) 2021 Dodge Chargers Pursuit; and

WHEREAS, one bid was received from Stivers of Prattville, AL in the amount of \$34,289.72 per vehicle for a total of \$102,869.16.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Eufaula to award the bid to Stivers of Prattville, AL and further authorize Mayor Jack B. Tibbs, Jr. to execute documents to move forward with the purchase.

DONE THIS 1st day of August, 2022.

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, Council President

ATTEST:

Joy White, City Clerk/Treasurer

PUBLIC HEARING

President Register introduced Resolution 70-2022 (Weed/Trash Abatement: Jimmy D. & Donna M. Cook, South Eufaula Avenue). President Register opened the floor for comments or concerns. There were no comments. President Register noted that this property has new ownership and suggested that this matter be tabled until further notice. Councilman Robinson offered a motion to table Resolution 70-2022 (Weed/Trash Abatement: Jimmy D. & Donna M. Cook, South Eufaula Avenue). President Pro Tem Hill seconded the motion. President Register announced that Resolution 70-2022 was tabled until further notice.

President Register introduced Resolution 71-2022 (Weed/Trash Abatement: Villa Rica Realty Investment LLC, c/o Card Holding LLC, South Eufaula Avenue & Edgewood Drive). President Register opened the floor for comments or concerns. There were no comments. Councilman Garrison offered a motion to adopt Resolution 71-2022 (Weed/Trash Abatement: Villa Rica Realty Investment LLC, c/o Card Holding LLC, South Eufaula Avenue & Edgewood Drive). President Pro Tem Hill seconded the motion. President Register announced that Resolution 71-2022 was adopted.

RESOLUTION
71-2022

BE IT RESOLVED that we, the City Council of Eufaula, Alabama, having examined the report from the Public Works Superintendent for the following properties:

<u>OWNER</u>	<u>LOCATION OF PROPERTY</u>	<u>PARCEL NUMBER</u>
Villa Rica Realty Investment LLC c/o Card Holding LLC 5191 Wall Triana Hwy. Triana, AL 35758	S. Eufaula Ave. & Edgewood Dr.	062403054005005000

Do hereby find that the properties in question constitute a public nuisance due to the weeds and/or trash existing on the properties as defined under Ordinance 1997-13, and do hereby order the abatement of such public nuisance.

ADOPTED AND APPROVED this _____ day of August, 2022.

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, City Council President

ATTEST:

Joy White, CMC
City Clerk/Treasurer

President Register introduced Resolution 72-2022 (Weed/Trash Abatement: Milton Leddon, Pecan Street). President Register opened the floor for comments or concerns. There were no comments. President Pro Tem Hill offered a motion to adopt Resolution 72-2022 (Weed/Trash Abatement: Milton Leddon, Pecan Street). Councilman Robinson seconded the motion. President Register announced that Resolution 72-2022 was adopted.

RESOLUTION
72-2022

BE IT RESOLVED that we, the City Council of Eufaula, Alabama, having examined the report from the Public Works Superintendent for the following properties:

<u>OWNER</u>	<u>LOCATION OF PROPERTY</u>	<u>PARCEL NUMBER</u>
Milton Leddon P.O. Box 512 Eufaula, Al 36072	Pecan Street	062403074004006000

Do hereby find that the properties in question constitute a public nuisance due to the weeds and/or trash existing on the properties as defined under Ordinance 1997-13, and do hereby order the abatement of such public nuisance.

ADOPTED AND APPROVED this _____ day of August, 2022.

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, City Council President

ATTEST:

Joy White, CMC
City Clerk/Treasurer

Resolution 80-2022 (Bluff City Inn Resolution Authorizing the Grant of Public Funds 08.01.2022) authorizes the City to enter into the amended restated development agreement for the Bluff City Inn project. The amendment also pertains to the appropriation from the City of Eufaula and the RAM contribution for the purchase of the adjacent McKenzie property near the Bluff City Inn. The granting of the incentive by the City and the purchase of the adjacent property by the Authority will allow RAM to proceed with the project. President Register opened the floor for any concerns with Resolution 80-2022. There were no comments from the audience. Councilman Garrison offered a motion to adopt Resolution 80-2022 (Bluff City Inn Resolution Authorizing the Grant of Public Funds 08.01.2022). President Pro Tem Hill seconded the motion. President Register announced that Resolution 80-2022 was approved and adopted.

**RESOLUTION
80-2022**

**RESOLUTION AUTHORIZING THE GRANT OF PUBLIC FUNDS
AND THINGS OF VALUE IN AID OF RAM EUFAULA HOSPITALITY TWO, LLC AND
AMENDED AND RESTATED BLUFF CITY INN PROJECT DEVELOPMENT
AGREEMENT**

WHEREAS, RAM Eufaula Hospitality Two, LLC, an Alabama limited liability company (“RAM”) desires to renovate, redevelop, and ultimately acquire, the Bluff City Inn, presently owned by the Eufaula Downtown Redevelopment Authority (the “Authority”), for use as an 85-room hotel, which will be flagged under the Marriott brand and will include a food and beverage outlet (the "Project") within the corporate limits of the City, and more specifically, within the City’s Downtown Redevelopment Area as previously designated by the Authority; and

WHEREAS, the City of Eufaula, Alabama (the “City”) has previously entered into that certain Project Development Agreement dated March 16, 2021 (the “Development Agreement”), with RAM, the Authority, and the Eufaula Barbour Chamber of Commerce, as authorized by Resolution 14-2021, with respect to the Project; and

WHEREAS, the Project is expected to cost at least \$15,000,000 to construct and equip and is expected to create at least 25 new full-time and 10 part-time jobs once construction and renovation are complete and the Project is in operation; and

WHEREAS, the Project is expected to increase tourism, shopping, and dining in the downtown area and elsewhere in the City, resulting in additional tax revenues for the City; and

WHEREAS, in order to undertake and construct the Project, RAM has requested the City to grant public funds and things of value to aid RAM in financing the Project; and

WHEREAS, the City has determined that the economic benefits to be derived from the construction and operation of the Project are significant enough that it is advisable for the City to provide some incentive to RAM to induce RAM to undertake the Project in the City; and

WHEREAS, due to inflation and increased costs, RAM has requested that the parties amend the Development Agreement in order to increase the economic development incentives caps set forth in the Development Agreement to provide RAM with economic development incentive payments equal to (i) all of the six percent (6%) lodgings tax revenues collected by the City that are generated from Project operations for five years, up to a maximum of \$1,800,000; and (ii) seventy-five percent (75%) of the City of Eufaula General Fund sales tax revenues collected by the City that are generated from Project operations, including any food and beverages sold therein, for a period of five years of operation, up to maximum of \$250,000 (items (i) and (ii) are referred to herein collectively as the “Incentive”); and

WHEREAS, RAM was unable to acquire the Adjacent Property (as such term is defined in the Development Agreement and as more particularly described in Exhibit A to the agreement attached hereto) owned by Dan McKenzie as contemplated by the Development Agreement; and

WHEREAS, an agreement has been reached with Dan McKenzie in which he has agreed to sell the Adjacent Property to the Authority for the sum of \$1,100,000 (the “Purchase Price”); and

WHEREAS, the City desires to appropriate the sum of \$450,000 to the Authority, and RAM has agreed to contribute the sum of \$650,000 to the Authority, to be used by the Authority to acquire the Adjacent Property from Dan McKenzie, and the parties desire to further amend the Development Agreement to reflect same; and

WHEREAS, pursuant to Ordinance 2022-5, at RAM’s request the City has conveyed title to the hotel property to the Authority as contemplated by the Development Agreement; and

WHEREAS, RAM has presented the City, the Authority, and the Chamber with the attached proposed amended and restated Project Development Agreement (the “Amended and Restated Agreement”) which generally provides, among other things, that upon satisfaction of contingencies

set forth in the Amended and Restated Agreement (i) the City will appropriate the sum of \$450,000 to the Authority to be used for the purchase the Adjacent Property; (ii) RAM will contribute funds in the amount of \$650,000, plus closing costs, to the Authority to be used by the Authority for the purchase of the Adjacent Property; (iii) the Authority will issue bonds for the financing of the construction and equipping of the Project, which will be secured by a letter of credit obtained by RAM from a lending institution; (iv) the Authority will lease the Project to RAM for operation of the hotel; (v) the City will commence payment of the Incentive once the Project becomes operational; and (vi) the Authority will convey title to the Project, including the Adjacent Property, to RAM upon payment and satisfaction of the bond indebtedness; and

WHEREAS, RAM has indicated the City's and Authority's obligations under the Amended and Restated Agreement, including, without limitation, the granting of the Incentive by the City and the purchase of the Adjacent Property by the Authority, will cause RAM to approve and proceed with construction of the Project; and

WHEREAS, the City's and the Authority's obligations under the Amended and Restated Agreement, including, without limitation, the granting of the Incentive, will constitute a grant of public funds and things of value to RAM, a private business entity; and

WHEREAS, the City has caused to be published a notice satisfying the requirements stated in Amendment No. 757 of the Constitution of Alabama of 1901, as amended, (hereinafter referred hereto as "Amendment No. 757"), in order, to the extent Amendment No. 757 applies, to approve and authorize the grant of public funds and things of value in aid of RAM; and

WHEREAS, the City desires to authorize and approve the granting of the Incentive; and

WHEREAS, the City desires to enter into the Amended and Restated Agreement; and

WHEREAS, the City desires to authorize City officials to take any other actions they deem reasonably necessary or convenient to protect the interests of the City and carry out the intent of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EUFAULA, ALABAMA, AS FOLLOWS:

1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.
2. The City has caused public notice of the meeting at which this Resolution is being adopted to be published in accordance with Amendment No. 757 to the Alabama Constitution of 1901, as amended. A public meeting was in fact held before the City Council on Monday, August 1, 2022, at 5:15 PM and all persons present were given the opportunity to make comment and ask questions.
3. The City hereby appropriates funds in the amount of \$450,000 to the Authority to be used by the Authority for the purchase of the Adjacent Property from Dan McKenzie, and the City Clerk/Treasurer is hereby authorized to transfer funds in the amount of \$450,000 from the City to the Authority for such use.

4. It is hereby found and declared that the lending of the City's credit and the grant of public funds and things of value to RAM in accordance with the terms hereof as set forth in the foregoing preambles and in the Amended and Restated Agreement will serve a valid and sufficient public purpose under Amendment No. 757 to the Constitution of Alabama of 1901, as amended, notwithstanding any incidental benefit accruing to any private entity (including any benefit to RAM), as the Project is expected to ultimately create new jobs and to have a significant impact on the tax base, tax revenues, and job opportunities in the City.

5. The performance by the City of its obligations pursuant to this Resolution and the Amended and Restated Agreement, including, without limitation, the delivery of the Incentive and appropriation of funds to the Authority, is hereby ratified, approved, and authorized, and the Mayor of the City and the President of the City Council are hereby authorized to execute and deliver the Amended and Restated Agreement on behalf of the City.

6. The Mayor, City Clerk, and President of the City Council and other representatives or agents of the City Council of the City of Eufaula, Alabama and the City of Eufaula are hereby severally authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the intent of this Resolution.

ADOPTED this the 1st day of August, 2022.

Wes Register
Council President

Joy White
City Clerk/Treasurer

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this “Agreement”) is hereby made and entered into as of the ___day of August, 2022, by and between **RAM Eufaula Hospitality Two, LLC**, an Alabama limited liability company (the “Company”), and the **City of Eufaula**, Alabama, a municipal corporation under the laws of the State of Alabama (the “City”), **The Eufaula Downtown Redevelopment Authority**, a public corporation under the laws of the State of Alabama (the “Authority”), and the **Eufaula Barbour County Chamber of Commerce** (the “Chamber”). The Company, the City, the Authority, and the Chamber are each a “Party” to this Agreement and are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the City enthusiastically supports and encourages economic development within the City in order to develop a solid and diverse local economy, to increase employment opportunities in the City, to broaden the City’s tax base, to increase revenues, and to provide necessary and improved services to the citizens of the City, thereby improving the quality of life of its citizens;

WHEREAS, the Company desires to redevelop the Bluff City Inn property in the City with the currently existing exterior façade or a new façade consistent with the historic architecture of the City’s historic district and to operate a hotel with up to eighty-five (85) rooms for use and which will be flagged under the Marriott brand and will include a food and beverage outlet (the “Project”);

WHEREAS, Amendment 757 to the Constitution of Alabama 1901, as amended (“Amendment 757”) authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City;

WHEREAS, the City, the Authority and the Chamber have determined that redevelopment of the Bluff City Inn property as a Marriott brand hotel with an exterior façade that complements and is consistent with Eufaula’s historic architecture, would greatly enhance the redevelopment of downtown Eufaula;

WHEREAS, the City has determined that public efforts to foster economic and industrial development have been impeded by the lack of adequate overnight accommodations, and that the Project would enhance the City’s efforts regarding such development;

WHEREAS, the Authority has entered into a purchase and sale agreement (the “Site Purchase Agreement”) to purchase additional adjacent real property, as more particularly described in **Exhibit A** to this Agreement, from Dan McKenzie (the “Seller”) (the “Adjacent Property”) (the Bluff City Inn and the Adjacent Property collectively referred to as the “Project Site”);

WHEREAS, the Authority desires to acquire the Project Site and lease the Project Site as a whole to the Company, whose lease payments shall be secured by the Bonds, as hereinafter defined, and upon the payment in full of the Bonds, upon default of the City, or in the event the Project cannot be constructed, title to the Project Site shall be transferred to the Company;

WHEREAS, the Chamber derives a portion of its operating revenues from lodging taxes generated by the City's lodging tax, a portion of which are earmarked by the City to be paid over to the Chamber;

WHEREAS, in order for the Project to be undertaken, the Chamber has agreed to forego certain of the lodging taxes to be generated by the Project once the Company commences operation of the Project;

WHEREAS, a four percent (4.00%) portion of the nine and one-half percent (9.5%) sales tax collected by the City is allocated to the City of Eufaula General Fund (the "Eufaula General Fund Allocation");

WHEREAS, in order for the Project to be undertaken, the City has agreed to forego seventy-five percent (75%) of the Eufaula General Fund Allocation to be generated by the Project once the Company commences operation of the Project, as well as the lodgings tax generated by the Project, subject to certain limitations;

WHEREAS, the City desires to have the Company undertake the Project at the Project Site and has made specific proposals to the Company for the purpose of inducing the Company to undertake the Project at the Project Site;

WHEREAS, the City has determined that entering into this Agreement is for a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

WHEREAS, the payment and performance obligations of the City hereunder are being entered into to provide funds to be used in furtherance of any power or authority authorized in Amendment 757; and.

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding, and enforceable agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Commitments of the Company. In consideration of the City providing the incentives described herein, the Company makes the following commitments to the City:

(a) The Company shall provide to the Authority \$650,000.00 for the acquisition of the Adjacent Property and shall pay the cost of a Phase I environmental site assessment and any required follow-up testing or analysis, a boundary survey, and all other closing costs associated with the acquisition of the Adjacent Property.

(b) The Company acknowledges that the citizens of the City anticipate the prompt receipt of substantial economic benefit to the local economy. The Company agrees to proceed with development of the Project expeditiously. The Company shall Commence Construction (as

hereinafter defined) of the Project by December 31, 2023 and Commence Operations (as hereinafter defined) at the Project by June 30, 2025. In order to better enable the City to monitor and accurately track lodgings tax and sales tax revenues generated by the Project for purposes of this Agreement, the Company shall give written notice to the City of the date on which the Company Commences Construction (as hereinafter defined) of the Project and the date on which the Company Commences Operations (as hereinafter defined) at the Project.

(c) The Company shall provide the City and Authority with the proposed layout and elevation of the Project on the Project Site and upon approval thereof shall use commercially reasonable efforts to develop and construct the Project in accordance with the specifications set forth in **Exhibit B** attached hereto (the “Project Specifications”).

(d) The Company shall make available adequate funding to complete the development and construction of the Project and conduct the Company’s business there. Notwithstanding the foregoing, the Company’s performance under this Agreement and its construction of the Project is contingent on the Authority’s (as hereinafter defined) issuance of taxable revenue bonds (the “Bonds”) to the Company pursuant to a trust indenture (the “Indenture”) by and between the Authority and The Bank of New York Mellon Trust Company, N.A., or the City, itself, as trustee (the “Trustee”), secured by a letter of credit (the “Letter of Credit”) by a financial institution chosen by the Company (the “Letter of Credit Bank”). The obligation to secure the Letter of Credit shall be the sole obligation of the Company.

(e) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all land use regulations, codes, and laws applicable to the acquisition, ownership, use, improvement, and development of the Project Site and its operations throughout the duration of this Agreement.

(f) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(g) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company’s officers, managers, trustees or any other persons is required under either the Company’s organizational and/or governing documents or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the City, reasonable documentation of the foregoing authority and action shall be provided by the Company to the City.

(h) The Company shall on or before the issuance of the Bonds, execute and deliver to the Authority the following agreements and documents:

- (i) The Lease Agreement between the Authority (as hereinafter defined) and the Company;
- (ii) All financing documents relating to the Bond financing, including an environmental indemnity agreement in favor of the City and the Authority (collectively together with the Lease Agreement, Indenture, and this Agreement, the “Bond Documents”); and
- (iii) If requested by the Authority, copies of all due diligence reports, including, without limitation, any environmental studies or reports, obtained by it with respect to the Adjacent Property (the “Due Diligence Reports”).

2. Commitments of the City, the Authority and the Chamber. In consideration of the Company locating the Project at the Project Site and conducting its business operations thereon as described in the Recitals to this Agreement and the economic benefit to the City to be realized from that operation, and contingent upon the consummation of the transaction to purchase the Project Site, construct, and operate the Project, the City makes the following commitments to the Company:

(a) The City shall provide to the Authority \$450,000.00 for the acquisition of the Adjacent Property.

(b) The City shall convey the Project Site to the Authority at no cost.

(c) During the first five (5) years after the Company Commences Operations, the City shall pay to the Company or its designee an amount equal to one hundred percent (100%) of the current or as of the date on which the Company Commences Operations the lodgings tax revenues (meaning that the Company shall be entitled to not less than six percent (6%) according to the current applicable lodging tax rate) and seventy-five percent (75%) of the Eufaula General Fund Allocation of sales tax revenues (meaning that the Company shall be entitled to a three percent (3%) portion and the City shall be entitled to a one percent (1%) portion) actually collected by the City from the Project (the “City Assistance”), and the Chamber consents to the payment of the portion of City Assistance generated by the lodgings tax to the Company by the City. Upon receipt by the Company of the total City Assistance pursuant to this Agreement, the City shall have no further obligation to share with or pay revenues to the Company pursuant to this Section 2 with respect to the Project. If the Company ceases for any reason other than a Permitted Temporary Suspension to Maintain Operations at the Project at any time during the Operational Period, the Company shall within thirty (30) days of such cessation pay to the City all of the City Assistance received by the Company prior to that date. In the event the Company ceases due to a Permitted Temporary Suspension to Maintain Operations at the project at any time during the Operational Period, the length of the suspended operations shall be added to the five (5) year City Assistance time period contemplated hereunder. Notwithstanding the foregoing, the City Assistance shall not exceed One Million Eight Hundred Fifty Thousand and no/100 Dollars (\$1,850,000.00) in lodgings tax revenues or Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) in sales tax revenues.

(d) The City has established The City of Eufaula Downtown Redevelopment Authority (the “Authority”) pursuant to Chapter 54A of Title 11 of the *Code of Alabama* (the “Redevelopment Authority Act”). The Authority is expected to be utilized by the Company as the conduit issuer for purposes of the Company’s financings with respect to the Project. The Authority agrees to do the

following:

- (i) To approve the Project as a qualifying project pursuant to the Redevelopment Authority Act;
- (ii) To enter into a Lease Agreement with the Company and the Authority relating to the Project;
- (iii) To issue taxable bonds for the funding of the Project;
- (iv) To grant the Project the tax incentives available to a project pursuant to the Redevelopment Authority Act. Neither the Authority nor the City authorize utilizing any public funds in the construction of the Project; and
- (v) To acquire the Adjacent Property with funds contributed by the Company and the City.

(f) The City shall assist Company in pursuing a grant for infrastructure and modernization improvement work including, but not limited to, demolition, utilities, sidewalks, and traffic-related work from the Delta Regional Authority with the Company reimbursing the City for any match required if the grant is awarded.

3. Grounds for Termination of the Obligations of the City. The obligations of the City hereunder may be terminated by the City upon the occurrence of any of the following events:

- (a) The determination by the City that any representations made by the Company or its agents to induce the City or any agency or subdivision thereof to offer incentives to the Company are false in any material respect.
- (b) Failure of the Company to Commence Construction of the Project by June 30, 2024.
- (c) Failure of the Company to Commence Operations at the Project by December 31, 2025.
- (d) Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project described herein, after the Company is provided with written notice of such failure, and such failure is not remedied within thirty (30) business days of such notice.
- (e) Notwithstanding the foregoing, the Company may extend the aforementioned dates by which it must Commence Construction or Commence Operations in thirty (30) day increments in the event the Company encounters a delay in the purchase of materials for the construction of the Project.
- (f) Failure of the Company to Maintain Operations at the Project for the duration of the Operational Period.
- (g) A Change in Control of the Company prior to the end of the Operational Period without the City's prior written consent, which shall not be unreasonably withheld. A Change in Control of the Company shall strictly be defined as Rinkesh Patel no longer acting as Manager of the Company (as such term is defined in the Company Agreement) and shall not be defined as a

change in ownership of the Company.

4. Costs and Expenses. All costs with respect to the Project, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, closing documents, or approvals for this Agreement or otherwise shall be paid by the Company. All proceeds of the Bonds will be used by the Company to design, construct, acquire and equip the Project.

5. Collateral Assignment.

(a) The Company shall pledge and assign to the Letter of Credit Bank all City Assistance payments, which such amounts shall be used to cover a portion of the obligations of the Company to the Letter of Credit Bank under the agreements to be entered into by the Parties in connection with the Bonds and the issuance of the Letter of Credit. The Letter of Credit Bank is hereby deemed to be a third party beneficiary of this Agreement and is hereby authorized and entitled to enforce any and all remedies of the Company hereunder upon a failure of the City to timely pay and remit the City Assistance payments as herein set forth.

(b) The City agrees that the City Assistance payments hereunder shall be made to the Letter of Credit Bank without set-off. Without limiting the generality of the foregoing, the Letter of Credit Bank shall have the right to enforce and collect the City Assistance payments due hereunder notwithstanding the fact that the City is owed, or claims to be owed, amounts from the Company or otherwise. The City and the Company further agree that the Letter of Credit Bank shall have no obligations to remit or return any City Assistance paid to the Letter of Credit Bank or to owe the City or the Company any funds or amounts, whether due to the obligation of the Company to remit and return City Assistance pursuant to Section 2(a) hereof or otherwise.

6. Historical Tax Credits. The City and Authority shall provide reasonable cooperation, assistance, and aid in the Company's pursuit of obtaining historical tax credits pursuant to § 40-8-1(2), Ala. Code 1975, for the Project, including filing a letter with the County Assessor for reassessment if requested by the Company, the County Assessor, or State.

7. Obligations Absolute. Once the Bonds have been issued and the Project with the amenities outlined herein is opened to the public, the obligations of the City hereunder shall become absolute, subject to the provisions of Section 3 of this Agreement.

8. Conditions Precedent. The obligations of the City and the Authority to consummate the transactions contemplated hereby, including, without limitation, the obligation of the City to transfer the Bluff City Inn property to the Authority, the issuance of the Bonds by the Authority, and the leasing of the Project by the Authority to the Company, are conditioned upon, among other things, the following occurring:

(a) Compliance with any applicable provisions of the Code of Alabama of 1975, the Alabama Constitution of 1901, including specifically Amendment 757, and any other applicable local, state, or federal law or regulation;

(b) The Board of Directors of the Authority (the "Board") acting to approve this Agreement;

(c) Submission by the Company of design plans for the Project, including elevation drawings, that depict a historic exterior design consistent with the currently existing exterior of the Bluff City Inn to the Board and the City for approval by the Board and the City Council of the City; and

(d) Approval of the exterior plans for the Project by the Eufaula Historic Preservation Commission as required by law.

9. Default. In the event of a default by the Company under the Bond Documents, the City Assistance shall, upon written notice, immediately become due and owing to the Letter of Credit Bank, instead of to the Company, as provided in the Bond Documents, and the Authority and the City shall have all rights and remedies available under Alabama law. In the event of default by the City hereunder, the Company (and as set forth in Section 5 above, the Letter of Credit Bank) shall have all rights and remedies available under Alabama law.

10. Environmental Indemnity. The Company shall indemnify and hold harmless the Authority and City from any and all claims, actions, penalties, fines, liabilities, costs, expenses, or damages of whatever kind or nature, known or unknown, arising out of or in any way related to any environmental issues, problems, resolutions, or matters as to the Adjacent Property, including, without limitation, the violation of any applicable state or federal laws or regulations relating to the protection of the environment.

11. 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.

12. Entire Agreement; Amendment. This Agreement, including any and all exhibits and appendices hereto, contains the entire agreement of the Parties regarding the transactions described herein and there are no representations oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement, in whole or in part, unless such later agreement is in writing and is signed by all Parties.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute but one and the same agreement.

14. Binding Effect; Governing Law. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns. No Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party hereto. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of Alabama. Venue for any enforcement proceedings shall be in the Circuit Court of Barbour County, Alabama.

15. No Waiver. No consent or waiver, express or implied, by any Party to any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any breach or default of performance of such Party. Failure on a part of any Party to complain of any failure to act of another Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

16. No Assignment. The Company may not assign this Agreement or its rights hereunder without the prior written consent of the City and the Authority.

17. Compliance with the Alabama Immigration Law. The Company acknowledges receipt of the Memorandum attached hereto and incorporated herein and warrants that it is in compliance with the provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act required as part of this Agreement, as evidenced by the signed and notarized Affidavit of Immigration Law Compliance, the E-Verify Memorandum of Understanding, and the Alabama Immigration Law Compliance Contract, attached hereto.

18. Notices. All notices, demands, consents, certificates, or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer to whom the same is directed, or mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight courier, addressed as follows:

To the Company: Rinkesh Patel
RAM Eufaula Hospitality Two, LLC
620 Martin Luther King, Jr. Boulevard
Phenix City, Alabama 36969

With copy to: Alston E. Lyle, Esq.
Morgan & Lyle, P.C.
Post Office Box 2056
Columbus, Georgia 31902

To the City: Jack B. Tibbs, Jr., Mayor
City of Eufaula
205 East Barbour Street
Eufaula, Alabama 36027

With copy to: Joel P. Smith, Jr., Esq.
109 N. Randolph Avenue
Eufaula, Alabama 36027_

To the Authority: 205 East Barbour Street
Eufaula, Alabama 36027

With copy to: Joel P. Smith, Jr., Esq.
109 N. Randolph Avenue
Eufaula, Alabama 36027

Any notice or other documents shall be deemed to be received as of the date delivered, if delivered personally, or as of two (2) business days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

19. Survival of Covenants. Any and all covenants, warranties, representations and agreements made herein shall survive the performance of any obligations to which such covenants, warranties, representations and agreements relate.

20. Time of the Essence. Time is of the essence of the performance of any obligations or undertakings of this Agreement.

21. Effective Date. This Agreement is subject to the approval of the City Council after proper notice and compliance with Amendment 757 and the approval of the Authority. Therefore, this Agreement shall become effective upon its authorized execution by the Mayor, and Clerk of the City, the Chairman of the Authority, and the Executive Director of the Chamber.

22. Indemnification. The Company shall release, save, hold harmless, and indemnify the Authority and the City, and their respective elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company’s agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City or the Authority, shall defend the same at the Company’s expense by counsel satisfactory to the City and the Authority. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

23. Definitions. For purposes of this Agreement, the following terms shall have the meanings set out in this Section:

“Change of Control” shall mean either:

(i) The acquisition by any “Person” (as the term “person” is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Exchange Act”)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of managers, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company’s assets, provided that any merger, consolidation, reorganization, statutory share exchange, or any other transaction with or among affiliates of the Company shall be excluded from this definition. An “affiliate” is defined as an entity that is managed by Rinkesh Patel.

“Commence Construction” or “Commencement of Construction” means that the Company has begun, using appropriate equipment and manpower, the physical work to construct the Project and install necessary infrastructure to accomplish the objectives of the Project.

“Commence Operations” or “Commencement of Operations” means that the Company has begun furnishing, or offering to furnish, lodgings to transients at the Project.

“Maintain Operations” or “Maintenance of Operations” means that the Company is furnishing, or offering to furnish, lodgings to transients at the Project as a Marriott or Hilton brand hotel with up to eighty-five (85) rooms available for use and a food and beverage outlet.

“Operational Period” means the period beginning on the date the Company Commences Operations at the Project and ending on the maturity date of the bond indebtedness on the Project.

“Permitted Temporary Suspension” means failure to furnish, or offer to furnish, lodgings to transients at the Project as a Marriott branded hotel with up to eighty-five (85) rooms available for use due to: (i) suspensions relating to strikes, work stoppages, or other events outside the reasonable control of the Company, or (ii) acts of God, man-made natural disasters, civil insurrection or acts of terrorism provided the Company is actively working in good faith to commence operations following such event or conditions.

24. Amendment and Restatement of Original Agreement. This Agreement amends and restates that certain Project Development Agreement dated March 10, 2021, by and among the parties hereto (the “Original Agreement”). This Agreement is not a new obligation and shall not constitute a novation of the Original Agreement, which is being herewith modified to incorporate therein the terms hereof but which otherwise shall remain in full force and effect and unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives on and as of the date first above written.

RAM Eufaula Hospitality Two, LLC

By: _____
Rinkesh Patel, its Manager

City of Eufaula, Alabama

By: _____
Jack B. Tibbs, Jr., Mayor

By: _____
Wes Register, City Council President

Attest:

City Clerk

The Eufaula Downtown Redevelopment Authority

By: _____
Joel Smith, Chair

Eufaula Barbour County Chamber of Commerce

By: _____
Steve Hawkins, Executive Director

EXHIBIT A

Adjacent Property of Dan McKenzie

All that tract or parcel of land being part of and located in Section 32, Township 11 North, Range 29 East, Eufaula, Barbour County, Alabama and being more particularly described as follows:

Commencing at the intersection of the South right of way of Cherry Street and the West right of way of North Eufaula Avenue; Thence, along said West right of way, Southerly a distance of 285.00 feet to an iron pin; Thence, continue along said West right of way, South 01 degrees 08 minutes 29 seconds East a distance of 226.17 feet to a chisel X on concrete, also being the POINT OF BEGINNING; Thence, continue along said West right of way, South 01 degrees 01 minutes 13 seconds East a distance of 106.43 feet to a paint mark on concrete on the North side of an un-open alley; Thence, along said North side, South 88 degrees 30 minutes 07 seconds West a distance of 210.56 feet to a 3X3 concrete monument on the East side of an un-open alley; Thence, along said East side, North 01 degrees 28 minutes 10 seconds West a distance of 106.45 feet to an iron pin set CA-108 (Eufaula Surveying Co., LLC); Thence, leaving said East Side, North 88 degrees 30 minutes 34 seconds East a distance of 211.40 feet and the POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record. Said property contains .52 acres more or less.

UNFINISHED BUSINESS

COUNCIL ACTION/DISCUSSION

President Register introduced the reappointment of Hal Jones, John M. Murray, and Mary Eva Upshaw to the Industrial Development Board, each to serve another six-year term. Councilman Robinson offered a motion to reappoint Hal Jones, John M. Murray, and Mary Eva Upshaw to the Industrial Development Board to each serve another six year term. Councilman Garrison seconded the motion. After a voice vote, Council President Register announced that Hal Jones, John M. Murray, and Mary Eva Upshaw were each re-appointed to serve another six year term that is scheduled to expire August 16, 2028.

President Register opened the floor for nominations to the Industrial Development Board to serve an unexpired six-year term. Councilman Garrison nominated John Gray. There were no other nominations. A roll call vote was taken and recorded as follows: Yeas: Councilman Robinson, Councilman Garrison, Councilman Brown, President Pro Tem Hill, and President Register. Nays: None. President Register announced that John Gray was approved to serve the unexpired six-year term that will end on August 16, 2024.

REGULAR AGENDA (NEW BUSINESS)

COUNCIL COMMITTEE REPORTS

Council President Register reported that the Friends of the Library will host a book sale August 3-6, 2022 during regular library hours. The Teacher Institute will be held this Friday, August 5, 2022 at 8:00 a.m. at the Eufaula High School. Eufaula City Schools will begin the 2022-2023 school year on Wednesday, August 10th.

Councilman Robinson reported that the Appalachicola-Chattahoochee-Flint Waterway Project continues to develop. Various housing developments are in the initial stages of being constructed in and near the city. A USDA Rural Healthcare grant will fund clinics in Baker Hill, Clio, and Louisville. A \$500,000 Federal grant with a 25% match from the Barbour County Hospital Association and the town of Baker Hill will bring funding to those clinics. The Chamber of Commerce Junior Ambassadors had a bottle water drive in July. "Networking at Noon" met on July 26th with approximately 40 attendees. The youth fishing rodeo was a success for all of the participating kids, and three bike prizes were given away. Early soccer registration continues through August 8th for a \$40.00 fee, and later registration requires a \$60.00 fee.

Councilman Brown reported for the week of July 25-29, 2022, that the garbage crew collected and hauled 63 tons of garbage. Trash crews collected and hauled 78 tons of debris to the Barbour County landfill. The litter crew collected 58 bags of litter throughout the city. The shop crew completed 28 work orders entered for vehicle and/or equipment repairs. The department recycled 17 bales of cardboard.

President Pro Tem Hill requested status of the police department. Lieutenant Osbon stated that the department continues its investigations while working to reduce crime through assertive operations and procedure.

ADJOURNMENT

There being no further business to come before the Council, the same was on motion by Councilman Garrison, and duly seconded by Councilman Robinson, adjourned this 1st day of August, 2022.

CITY OF EUFAULA, ALABAMA
A MUNICIPAL CORPORATION

Wes Register, Council President

ATTEST:

Joy White, City Clerk/Treasurer