CITY OF ANNISTON
SEPTEMBER 22, 2014
5:30 P.M.

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

I. RECEIVE INFORMAL PUBLIC COMMENTS

Informal Public Comment – Speaker Protocol

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

II. RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

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

(a) Board Confirmation:
Wanda Hall – Library Board

III. CONDUCT PUBLIC HEARING - None

Speaking to a Public Hearing Item

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

(a) To hear public comments regarding a Lounge Retail Liquor – Class I application for C.C. Beck and Casey Doss d/b/a Blus Bar located in the city limits at 1013 B Hwy 431 N.

(b) To hear public comments regarding amending Section 30: Supplementary District Regulations, of the City of Anniston Zoning Ordinance to include Subsection 12: Pawn Shops, Pay-Day Lending, Title Pawn, Deferred Presentment Financial Institutions.

IV. UNFINISHED BUSINESS – None

V. CONSENT AGENDA

(a) Resolution declaring a reported condition to be a public nuisance. (Grp 2014-01 - Vehicles)
(b) Resolution declaring various vehicles and pieces of equipment as surplus and authorizing their sale.
(c) Resolution authorizing the City Manager to execute a contract with East Alabama Regional Planning Development Commission for Federal Highway Administrations Computer Mapping Program.
(d) Motion to approve a Lounge Retail Liquor – Class I application for C.C. Beck and Casey Doss d/b/a Blus Bar located in the city limits at 1013 B Hwy 431 N.
(e) Motion to approve $24,900.00 appropriation to the Anniston Board of Education from the Education Innovation fund.
(f) Evaluation of bid for baling of hay at the Anniston Airport.
(g) Evaluation of bid for concrete for FY 2015.

VI. ORDINANCES

(a) Amending Section 30: Supplementary District Regulations of the City of Anniston Zoning Ordinance to include Subsection 12: Pawn Shops, Pay-Day Lending, Title Pawn, Deferred Presentment Financial Institutions.

(b) Establishing the Anniston Museum Complex Board, the Anniston Museum of Natural History Board, and the Longleaf Botanical Gardens Board.

VII. RESOLUTIONS

(a) To amend the FY14 General Operating Fund to adjust for the differences between the previously amended budget and presently projected revenues and expenditures for certain of the city's various budgets.

(b) Authorizing the City Manager to enter into an agreement on behalf of the Anniston Calhoun County Home Consortium with The Right Place for Housing and Support Inc.

(c) Authorizing the City Manager to enter into an agreement on behalf of the Anniston Calhoun County Home Consortium with Northeast Alabama Community Development Corporation.

(d) Authorizing the Mayor to execute an Agreement with the State of Alabama acting by and through the Alabama Department of Transportation and the Alabama Industrial Access Road and Bridge Corporation for preliminary engineering, right-of-way acquisition and construction for industrial access improvements to the McClellan Industrial Park.

(e) Resolution adopting the budget for Fiscal Year 2015.

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

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

Anniston, Alabama
September 8, 2014

The City Council of the City of Anniston, Alabama, met in Regular Session in the City Meeting Center of the City of Anniston, Alabama, on Monday, September, 2014, at approximately 5:33 o'clock p.m.

Richard Logan prayed the Invocation.

Richard Logan led the Pledge of Allegiance to the Flag.

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

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Jenkins made a motion to waive the reading of the minutes of August 25, 2014. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Selase made a motion to approve the minutes of August 25, 2014. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

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

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Rhonda Griffith and her nomination to the Parks, Recreation and Beautification Board.

Council Member Jenkins stated Ms. Griffith had served one term on this board and had been a great board member.

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Stanley Jackson and his nomination to the Zoning Board of Adjustments.

Council Member Jenkins stated that Mr. Jackson had served on the Zoning Board of Adjustments and also served on the Planning Commission.

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Richard Logan and his nomination to the Parks, Recreation and Beautification Board.

Council Member Selase stated that Mr. Logan had served on this board and had been a great board member.

Mayor Stewart announced that was the time for the public hearing regarding objections to the abatement of identified nuisances at the following locations: 1705 Rocky Hollow and 1107 Desota Place; declared the hearing open and asked if anyone wished to address the Council regarding objections to the abatement of said identified nuisances.

No one addressed the Council regarding objections to the abatement of said identified nuisances.

Mayor Stewart declared the public hearing regarding objections to the abatement of identified nuisances at the following locations: 1705 Rocky Hollow and 1107 Desota Place closed.

Mayor Stewart announced that was the time for the public hearing regarding a Lounge Liquor – Class I application for Darkhorse LLC d/b/a Darkhorse Saloon, 1113 Noble Street, declared the hearing open and asked if anyone wished to address the Council either in favor of or in opposition to said a Lounge Liquor – Class I application for Darkhorse LLC d/b/a Darkhorse Saloon, 1113 Noble Street.

No one addressed the Council either in favor of or in opposition to said a Lounge Liquor – Class I application for Darkhorse LLC d/b/a Darkhorse Saloon, 1113 Noble Street.

Mayor Stewart declared the public hearing regarding a Lounge Liquor – Class I application for Darkhorse LLC d/b/a Darkhorse Saloon, 1113 Noble Street, closed.

Brian Johnson, City Manager, addressed the Council and the public regarding the proposed Fiscal Year 2015 Budget.

Mayor Stewart stated that was the time for the public hearing on the proposed Fiscal Year 2015 Budget, declared the hearing open and asked if anyone wished to address the Council concerning the proposed Fiscal Year 2015 Budget.

Jan Hollingsworth, Diana Hills Road, addressed the Council and stated the City should try to retain their young police officers.

Benjamin Simmons, Jacksonville, addressed the Council and stated that Reilly Lake could become a revenue stream if properly managed and asked that they include the testing of the property in this budget.

Joe Jankoski, 816 Elizabeth Avenue, addressed the Council and stated it seems the City Manager and City staff had put a lot of time and effort into this budget and he supported it.

Council Member Selase made a motion to approve the Consent Agenda:

(a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
(b) Resolution reappointing members to the Parks, Recreation and Beautification Board.
(c) Resolution appointing a member to the Zoning Board of Adjustments.
(d) Resolution over-ruling objections to the abatement of identified nuisances. (Grp 31 – Grass Lots)
(e) Resolution declaring various vehicles and pieces of equipment as surplus and authorizing their sale.
(f) Resolution authorizing the City Manager to execute a contract for Professional Auctioneering Services.
(g) Motion to approve a Lounge Retail Liquor-Class I application for Darkhorse LLC d/b/a Darkhorse Saloon located at 1113 Noble Street.
(h) Motion to approve a Special Events Retail application for City of Anniston d/b/a Zinn Park located at 13th and Gurnee Avenue at Zinn Park for October 3, 2014.
(i) Motion to approve a Special Events Retail application for City of Anniston d/b/a Berman Museum Suds Fest located at 1200 Moore Avenue Lot #12 on September 27, 2014.

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

Council Member Jenkins made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 14-O-20. The motion was seconded by Council Member Selase.

Mayor Stewart asked if anyone wished to address the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 14-O-20.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 14-O-20.

On call of the roll on Council Member Jenkins' motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 14-O-20 and Council Member Selase's second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 14-O-20, Council Member Jenkins introduced and read by title Ordinance Number 14-O-20 as follows:

(14-O-20, an ordinance authorizing the issuance, execution, sale and delivery of $2,650,000 Principal Amount General Obligation Warrant of the City of Anniston and the payment thereof)

Council Member Reddick made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 14-O-20 as introduced and read by title. The

motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been granted for the immediate consideration of Ordinance Number 14-O-20 as introduced and read by title, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 14-O-20 as introduced and read by title. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 14-O-20 was passed and adopted.

Mayor Stewart thanked everyone for attending the meeting and taking an interest in their City. He stated the Council would have a Special Called Meeting on September 15, 2014, at 5:30 p.m. at City Hall for the purpose of appointing a member to the Board of Education.

Council Member Jenkins stated that Tim Brunson had taken the lead role in the video competition. He urged the public to attend the award ceremonies for the video competition.

There being no further business to come before the meeting at that time Council Member Harris made a motion the meeting be adjourned. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 6:22 o'clock p.m.

CONSENT AGENDA

RESOLUTION NUMBER 14-R-___

A RESOLUTION DECLARING A REPORTED CONDITION TO BE A PUBLIC NUISANCE

WHEREAS, Tana Bryant , an Appropriate City Official, pursuant to Section 34.7 of said Ordinance, has reported to the City Council that conditions exist at **see attached (Group 2014-01)** in Anniston, Alabama that are believed to be a public nuisance; and

WHEREAS, the said City official submitted proof of said condition that was deemed by the City Council to be satisfactory to show that a public nuisance existed at the place specified; and

WHEREAS, Section 34.3 (b) (4) of the City of Anniston Ordinance No. 11-O-9 declares the following conditions to be a public nuisance: **Maintenance or storage of motor vehicles that are not in usable condition as defined in Section 34.2 of the Code of Ordinances;** and

RESOLVED THEREFORE, that a public nuisance exists at the above said locations within the City of Anniston, said property being more particularly described on **Exhibit "A"** to this resolution; and

RESOLVED FURTHER, that the public nuisance must be abated by the City and the cost of abatement charged as a lien against the property if not remedied by the owner(s); and

RESOLVED FURTHER, that a hearing be set before the City Council at its next regular scheduled meeting to hear objections to the City's actions; and

RESOLVED FURTHER, that at least two NOTICES TO REMOVE PUBLIC NUISANCE be promptly posted by the Appropriate City Official in front of the said property at not more than 100 feet in distance apart as specified in Section 34.16 of the Code of Ordinances; and

RESOLVED FURTHER, that the Appropriate City Official shall post said NOTICE TO REMOVE PUBLIC NUISANCE, as aforesaid, at least 5 days prior to the time for hearing objections by the City Council; and

RESOLVED FURTHER, that the Appropriate City Official shall determine the name and address of the person or entity last assessing said property for tax purposes, and shall further cause a search to be made of the public records, and shall further make a diligent investigation to discover the name(s) and contact information of the owners of every beneficial interest in the said property; and

RESOLVED FURTHER, that the Appropriate City Official shall, at least 5 days prior to the time for a hearing of objections by the City Council, mail a copy of said Notice by certified or registered mail, with postage prepaid and return receipt requested, to the last

person/entity assessing the property for taxes and to each owner of a beneficial interest in said property including, without limitation, mortgagees of record.

PASSED AND ADOPTED this the ____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

Exhibit "A"
Group 2014-01 Vehicle Nuisance

Property Address	Vehicle Description	Ward
8 Avenue A	White Chevrolet Silverado 1500 – no tag	1
55 Pelham Hts.	Yellow Chevrolet Silverado – tag: L W H	1
151 Stewart St.	Brown Buick Regal – tag: 11CP422	1
800 Bellwood Dr.	Green Cadillac El Dorado – tag: 11F99J1	1
809 Bellwood Ave.	White and Red Ford F150 – tag unknown; Blue with Black Top Buick Royal – tag unknown; Green Lincoln Towncar – tag unknown.	1
1316 Johnston Dr.	White Hyundai Sonata – tag Unknown.	1
1344 Johnston Dr.	Green Dodge Caravan – no tag	1
1700 Marguerite Ave.	Silver Mitsubishi Galant – no tag	1
1809 Abbott Ave	Black Buick Alero – tag unknown.	1
1825 Abbott Ave.	Blue Chevrolet Nova – no tag	1
1904 E 18th St.	Red Rambler – no tag	1
1618 Pine Ave	4DR Green Ford Crown Victoria – tag unknown; 2Dr Red Plymouth – tag unknown; 2 DR Brown Buick Regal – tag unknown	2
1618 Pine Ave	Green 2DR Pontiac Bonneville – tag unknown; 2DR B/W Chevrolet Caprice – tag unknown	2
2007 Cooper Ave	4Dr Tan Cadillac Seville – no tag	2
2024 Dooley Ave	2DR BRN Chevrolet Monte Carlo – no tag; 2 DR Red Oldsmobile Cutlass Supreme – no tag	2
1808 W. 15th St.	Blue Chevrolet Monte Carlo – tag unknown	2

919 W 21st	4DR BRN 1995 Chevrolet Malibu – tag unknown; 4DR Red Chevrolet Caprice – no tag; 2Dr Blue Malibu – tag #(11CH 818), Gray Chevrolet Silverado Pickup tag(AL#BB29065) Expired	2
2120 Dooley Ave	4 DR Blk Cadillac Deville – tag: 11GD701 Expired; 2DR Beige Chevrolet Monte Carlo – tag unknown	2
1900 Cooper Ave	4DR Blk Chevrolet Caprice – tag unknown	2
904 W19th ST	4DR Red Oldsmobile Cutlass Sierra	2
1031 W19th St	4DR Blue Chevrolet Impala – no tag	2
1101 W 19th St	Red/White Ford F-150 Pickup Truck	2
1716 McDaniel	2DR Red Dodge Stealth – no tag; 2DR Wht Subaru – tag unknown; 4 DR Wht Mercury Sable – tag unknown	2
1125 W17th St	4 DR White Chevrolet Impala – tag unknown	2
1605 Brown Ave	4 DR Champagne Ford Taurus – tag 5F1G4 (Handicapped)	2
901 S. Christine Ave	Black Mazda Millenia – tag BA27653; Blue Dodge Dakota – no tag; Electric Blue Isuzu Trooper – tag unknown; Champagne Chevrolet Malibu - tag: KJATOY; Black Toyota Corolla – no tag; Silver Acura Integra – tag unknown; White Ford Explorer – tag unknown	3
417 C St.	White Buick Regal – tag unknown	3
116 S. Allen Ave,	White Oldsmobile Cutlass – tag: 11B48Z6	3
213 S. Christine Ave.	Silver with Black Top Lincoln Towncar – no tag; Blue Chevrolet Malibu – no tag	3
429 C St.	Burgundy with Black Top Oldsmobile Cutlass Supreme – tag 11H24D3; White Honda CRV – no tag; Champagne Buick Park Avenue – tag AN88731; Neon Green and Yellow Chevrolet Impala – no tag	3
426 D St.	Brown Pontiac Parisienne – tag: 35502AW	3
619 S. Christine Ave.	White Oldsmobile Cutlass – no tag	3

419 Terry Road	White Ford F350 – tag: 11C29C2	4
804 Sugarloaf Lane	Blue Chevrolet Malibu – no tag	4
1509 Danbury Lane	Gray Chevrolet Camaro – tag: AZ09324	4
1909 Stratford Rd.	Brown & Tan Chevrolet Silverado – tag unknown	4
4127 Southbury Lane	Black Acura – tag unknown	4
4127 Tudor Lane	Pewter Kia Sportage – tag: 11H24J6	4
4200 Southbury Lane	Black Chevrolet Silverado Stepside – tag unknown; Yellow Vintage Panel Van – tag unknown; Brown vintage car - tag unknown; Blue Torino – tag unknown	4

RESOLUTION NO. 14-R-_____

A RESOLUTION DECLARING VARIOUS VEHICLES AND PIECES OF EQUIPMENT AS SURPLUS AND AUTHORIZING THEIR SALE

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

WHEREAS, the City Council is desirous of selling said motor vehicles/equipment at auction.

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

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

Section 2. That Alan B. Atkinson, City Clerk of the City of Anniston, be and he is hereby authorized, directed, and empowered to cause said motor vehicles/equipment and personal property to be sold at public auction for the highest and best bid, and the Alan B. Atkinson, City Clerk of the City of Anniston, is hereby authorized, directed, and empowered for and in the name of the City of Anniston to execute title certificates, bills of sale or other documents of conveyance to the purchasers at such auction for cash received for such purposes, provided, however, that all sales of motor vehicles/equipment made by the City as said auction shall be "as is – where is" with no warranties expressed or implied.

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

PASSED AND ADOPTED this the _____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

9/22/2014

EXHIBIT A

SURPLUS PROPERTY

6 – HP Printers
1 – Panasonic Typewriter
2 – Treadmills
1 – Canon Printer
1 – Binder Machine
1 – Lexmark Printer
1 - Visioneer Scanner
6 – IBM Typewriters
1 – Panasonic Printer
1 – Speco Digital Recorder
3 – Sharp Calculators
1 – AS 400 Printer
1 – Elliptical Machine
1 – Kodak Projector
1 – Epson Scanner
3 – HP Fax machines
1 – Brother Fax Machine
1 – Savin Copier
1 – Sony Cassette Recorder
1 – Magnavox TV
6 – Chairs
3 – Desks
14 – Pairs Boots
9 – File Cabinets
12 – Computer Towers
Various monitors and keyboards

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH EAST ALABAMA REGIONAL PLANNING DEVELOPMENT COMMISSION FOR FEDERAL HIGHWAY ADMINISTRATIONS COMPUTER MAPPING PROGRAM

BE IT RESOLVED, by the City Council of the City of Anniston, Alabama that the City Manager be and he is hereby authorized, directed and empowered for and in the name of the City of Anniston to execute a contract with East Alabama Regional Planning Development Commission for Federal Highway Administrations computer mapping per terms of the attached agreement for a total cost of $6,000.00.

PASSED AND ADOPTED THIS THE ____ DAY OF _____, 2014.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY:_____
Vaughn M. Stewart II, Mayor

BY:_____
Jay W. Jenkins, Council Member

BY:_____
David E. Reddick, Council Member

BY:_____
Seyram Selase, Council Member

BY:_____
Millie Harris Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

AGREEMENT BETWEEN THE
EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
AND THE
CITY OF ANNISTON

THIS AGREEMENT, entered into as of this 1st day of October, 2014, by and between the East Alabama Regional Planning and Development Commission, a public non-profit corporation operating under the laws of the State of Alabama which were enacted under Act No. 1126 during the 1969 Legislative Session and having offices located at 1130 Quintard Avenue, Anniston, Alabama (hereinafter called the Commission), and the City of Anniston (hereinafter called the City), shall become effective on October 1, 2014.

WITNESSETH THAT:

WHEREAS, the East Alabama Regional Planning and Development Commission (EARPDC), under the auspices of the Calhoun County Metropolitan Planning Organization (MPO) has been authorized to prepare computer base and digital environmental map layers in support of the Federal Highway Administrations (FHWA) ongoing transportation planning program for urbanized areas; and

WHEREAS, the MPO has included an allocation of FHWA funds for computer mapping activities in its Fiscal Year 14 Unified Planning Work Program (UPWP); and

WHEREAS, The **City of Anniston** wishes to undertake a comprehensive mapping update program with assistance from the EARPDC; and

WHEREAS, the **City of Anniston** wishes to engage the services of the EARPDC to undertake FHWA mapping for the City and to utilize the computer mapping in support of its comprehensive planning and mapping program; and

WHEREAS, the **City of Anniston** is an active member of the Calhoun County MPO and agrees to a project duration to accomplish these mapping program tasks beginning within 30 days after an agreement is completed between the Commission and the City of Anniston with a duration of 12 months or until September 30, 2015.

NOW, THEREFORE, THE City and the Commission do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF COMMISSION

The City agrees to engage the Commission, and the Commission hereby agrees, to perform the services hereinafter set forth in a professional and proper manner, as prescribed in accordance with accepted Planning Program practices.

ARTICLE II - SCOPE OF SERVICES AND STATEMENT OF RESPONSIBILITIES

A. The Commission will update the City's computer mapping. Said computer mapping update activities to include, but are not necessarily limited to; municipal boundaries and zoning.

B. The City shall assume the following responsibilities under the terms of this Agreement:

1. Staff review of all information and maps prepared by the Commission's staff.

2. Providing to the Commission copies of any current ordinances, reports, studies, or maps in the City's possession which have a direct bearing on the project.

3. Providing supporting information or input as needed to support the Commission's work.

ARTICLE III - TIME OF PERFORMANCE

Services for the project shall commence on October 1, 2014 and are to be completed no later than September 30, 2015.

ARTICLE IV - GENERAL PROVISIONS

A. PERSONNEL: The Commission warrants that it has the professional personnel capable of performing the services described herein in a satisfactory and proper manner or will secure the services of such personnel as may be required to perform such services.

B. OFFICE SPACE: The Commission agrees to provide and maintain the office space and facilities required to perform the services described herein at no additional expense to the City beyond normal indirect costs as stipulated in Article V.

C. INFORMATION AND MATERIALS: The City agrees to make available to the Commission any maps, documents and planning materials, or any other information in its possession or otherwise readily available, which has a direct bearing on the City's planning program, at no expense to the Commission.

D. DOCUMENTS PROVIDED BY CONTRACTOR: It is agreed and understood that the Commission shall provide the City with digital data layers on compact disk.

E. GIS DATABASE: It is mutually agreed that the GIS Database is proprietary data in which the City and the Commission have an investment and a mutually vested

interest. Consequently, the City agrees not to release the digitized database to third parties without the express written permission of the Commission. The purpose of this provision is not to restrict dissemination of printed materials by the City or utilization of printed materials by the public. The intent is to prevent for-profit exploitation of the digitized database by third parties that did not contribute to or invest in the creation of that database.

The Commission will make the digitized data available to the third parties upon the written request of the City. Under those circumstances, the City agrees that the Commission retains the right to stipulate conditions for use of said data to ensure that the digitized data is not commercially exploited by nonpublic users or released to other individuals, parties, companies, or corporations without the express authorization of the Commission.

If the Commission is requested to provide the digitized data and/or printed products from the GIS database to a third party, the Commission is authorized by the City to charge the third party a fair and reasonable fee for recovery of the expenses entailed in preparing the requested materials, including but no limited to staff time, materials, equipment utilization, and indirect costs.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

Based on current estimates, the total approved cost of the Commission's responsibilities for services called for in ARTICLE II of this Agreement shall not exceed the amount of thirty thousand dollars ($30,000) throughout the duration of the contract period. The City hereby commits the sum of $6,000 (six thousand dollars) as the required twenty percent (20%) local match for participation in the aforementioned FHWA mapping program, and that this amount, when combined with an eighty (80%) percent allocation of FY 2013-2014 Section 112 Planning Funds of $24,000 (twenty-four thousand dollars), will provide a total project cost of $30,000 (thirty thousand dollars). If however, a cost over-run occurs due to changes in the scope of the work or in program requirements, this amount may be exceeded by mutual agreement of the City and the Commission through amendment of this Agreement. The City and the Commission mutually agree to divide cost responsibilities for the Commission's services as follows:

Cost (October 1, 2014 through September 30, 2015):

City of Anniston	$ 6,000
East Alabama Regional Planning and Development Commission	24,000
Total Cost	**$ 30,000**

The City agrees to reimburse the Commission for all costs, both direct and indirect, attributable to the services rendered under Article II of this Agreement up to a total amount of six thousand dollars ($6,000).

The Commission will provide documentation of full cost incurred on a monthly basis. At the time of billing, the City will reimburse the Commission twenty percent (20%) of the total incurred costs up to $6,000 per year. The City will be billed only for direct and indirect costs incurred in conformance with accounting standards established under OMB Circular A-87, and the Commission agrees to accelerate the process to the degree possible.

ARTICLE VI - TERMINATION FOR CONVENIENCE OF THE CITY

This agreement may be terminated for the convenience of the City submitting a written notice to the Commission sixty (60) days in advance of the date which the City desires this Agreement to be terminated. Upon such termination, the Commission shall be entitled to compensation for work performed through the termination date. Such compensation shall be calculated by determining the ratio of actual work performed to the total work called for in Article II of this Agreement then applying said ratio to the total compensation agreed to in Article V of this Agreement.

ARTICLE VII - TERMINATION FOR CAUSE

If, at its sole discretion, the City determines that the Commission has not performed the services called for Article II of this Agreement in a timely and proper manner, and if the Commission shall violate any provision contained herein, the City shall maintain the right to terminate this Agreement by issuing a ten (10) day notice to the Commission stating its intentions and the justification therefore. Upon such termination, the Commission shall be entitled to fair and equitable compensation for services rendered as determined by the City. However, the Commission shall not be held responsible for performance delays caused by the City or circumstances beyond the exclusive control of the Commission.

ARTICLE VIII - ASSIGNMENT

It is agreed and understood that no provisions or right as provided under this Agreement shall be assigned or subcontracted by the Commission without the express written consent of the City.

ARTICLE IX - AMENDMENTS

It is expressly understood and agreed that in the event conditions exist that require a substantial increase or decrease in the services to be provided herein, this Agreement may be amended in total or in part by mutual written agreement.

ARTICLE X - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the Office of Examiners of Public Accounts or an independent auditor hired to audit either the City's or the Commission's financial records may deem necessary, both parties to this Agreement shall make available to said State or independent auditors for examination all records pertinent to all matters covered by this Agreement and will permit said auditors to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. The above requirement shall remain effective for three (3) years after the termination of this Agreement. The above requirements shall remain effective for three (3) years after the termination of the Agreement. Further, with regards to this project, both parties agree to conform with the audit standards established by OMB Circular A-133.

IN WITNESS WHEREOF, the City and the Commission have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

The City of Anniston, Alabama

ATTEST: _____ _____

Corbett I. Bennington, Director
Planning and Development Services

Brian Johnson, City Manager

East Alabama Regional Planning and Development Commission

ATTEST: _____ _____

Jack E. Plunk, Principal Planner

James W. Curtis, Executive Director

G:\WP51\JENNIFER\ANNISTON PLANNING AGREEMENT 2014.wpd

CITY OF ANNISTON

FINANCE DEPARTMENT
FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER

FROM: MARY MOTLEY, REVENUE COMPLIANCE SPECIALIST

SUBJECT: CC BECK AND CASEY DOSS D/B/A BLUS BAR

DATE: 9/16/2014

CC:

- A public hearing is required before formal action is taken on the Lounge Retail Liquor – Class I application for CC Beck and Casey Doss d/b/a Blus Bar.
- The business is located in the city limits at 1013 B Hwy 431 N.
- The Police Department reports no local criminal history that would prevent the approval of such license.

ANNISTON CODE
CHAPTER THREE
ALCOHOLIC BEVERAGES
(Liquor)

Sec. 3.5. Factors to be considered in council's decisions.

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

(1) The wishes and desires of the residents, real property owners, and businesses within five hundred (500) feet of the property for which a license is sought.

(2) Character and reputation of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.

(3) The criminal court records or evidence of violation of ABC regulations of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.

(4) Location of premises for which a liquor license is sought and the number of establishments presently holding liquor licenses for lounges, clubs, hotels, restaurants, civic centers, or dinner theaters whose place or places of business are within five hundred (500) feet of the property for which a liquor license is sought.

(5) The compliance by applicant, each partner, member, officer, member of the board of directors, landlord, and club manager with the laws of the State of Alabama and ordinances of the city.

(6) The proximity of the premises to any churches, schools, day care centers, eleemosynary institutions or places of public gathering.

(7) The suitability of the premises to contain noise reasonably anticipated to be generated from the premises.

(b) The city council shall refuse to approve a liquor license for a club when it appears that the operation would enure to the benefit of individual members, officers, agents, or employees of the club rather than to the benefit of the entire membership of the club.

(Ord. No. 80-O-34, 1; Ord. No. 92-O-2, 2, 2-11-92)

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140910103802062

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** **County:**

Type License: **State:** **County:**

Trade Name: BLUS BAR **Filing Fee:**

Applicant: CC BECK AND CASEY DOSS **Transfer Fee:** $50.00

Location Address: 1013 B HWY 431 N ANNISTON, AL 36206

Mailing Address: 1013 B HWY 431 N ANNISTON, AL 36206

County: CALHOUN **Tobacco sales:** NO **Tobacco Vending Machines:**

NO **Type Ownership:** PARTNERSHIP

Book, Page, or Document info:

Date Incorporated: **State incorporated:** **County Incorporated:**

Date of Authority: **Alabama State Sales Tax ID:** SLSR008938617

Name:	Title:	Date and Place of Birth:	Residence Address:
CASEY JORDAN DOSS 7500764 - AL	PARTNER	11/25/1987 BIRMINGHAM JEFFERSON COUNTY ALABAMA	35 PAGE CIRCLE ALEXANDRIA, AL 36250
CLARENCE CARROLL BECK 6498925 - AL	PARTNER	03/02/1951 HENDERSONVILLE NORTH CAROLINA	133 MAXANNA ANNISTON, AL 36206

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CASEY DOSS OR CC BECK **Home Phone:** 205-480-3314
Business Phone: 205-480-3314 **Cell Phone:** 256-453-6430
Fax: **E-mail:** beckcc@yahoo.com

PREVIOUS LICENSE INFORMATION:
Trade Name: BLUS TAVERN
Applicant: AVERYGRAE LLC

Previous License Number(s)
License 1: 010-010048108
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140910103802062

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SAMUEL KEITH FULLER 256-282-2852
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1200 Display Square Footage:
Building seating capacity: 50 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: PORTION OF
Number of licenses in the vicinity: 3 Nearest: .10
Nearest school: 4 blocks Nearest church: .25 miles Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140910103802062

Initial each | **Signature page**

Initial each	Signature page
CCD	In reference to law violations, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
CCB	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
N/A	In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
CCB	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
CCB	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
CCB	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
CCB	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Clarence C Beck

Signature of Applicant: Clarence C Beck

Notary Name (print): Jessica Cornwell

Notary Signature: Jessica Cornwell Commission expires: March 17, 2015

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20140910103802062

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
AVERYGRAE LLC
Address: 1013 B HWY 431 N
ANNISTON, AL 36206
Telephone: 205-612-7934

NEW APPLICANT:
CC BECK AND CASEY DOSS
Address: 1013 BHWY 431 N
ANNISTON, AL 36206
Telephone: 205-480-3314

Current License No: 010-010048108

LICENSED PREMISES ADDRESS: 1013 BHWY 431 N ANNISTON, AL 36206

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 10th day of September, 2014.

CURRENT LICENSEE (NAMED ON LICENSE)
Robert L. Bryant
Print Name: Robert Bryant
Title: Member.

NEW LICENSEE (APPLICANT)
Chrance C Beck
Print Name: Chance Beck
Title: PARTNER

WITNESS: (By ABC Enforcement) Jessica Cunnell ASA

Revised 9/08

REPORT ON INVESTIGATION
APPLICATION FOR
LOUNGE RETAIL LIQUOR – CLASS 1

DATE: September 15, 2014

TO: Ms. Mary Motley, Revenue Compliance Specialist

Shane Denham

FROM: Shane Denham, Chief of Police

APPLICANT: **CC Beck and Casey Doss**
Blus Bar

A criminal history check was performed on the names listed below. No criminal history was found that would prevent the issuance of a license.

Clarence Carroll Beck / AL 6498925

A local criminal history check was performed on the individual listed below. The following arrests are listed on the subject:

1. Public Intoxication 07/17/2013

Casey Jordan Doss / AL 7500764

If further information is needed, please advise.

SD/jrt

STATE OF ALABAMA, **
CALHOUN COUNTY. **

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on August 18, 2014 by and between **SAMUEL K. FULLER** (hereinafter called Lessor), and **C. C. Beck & Casey Doss** (hereinafter called Lessee).

WITNESSETH:

Lessor hereby leases to Lessee and Lessee does hereby lease from Lessor the following described property:

The premises known and numbered as: (Blu's Bar), 1013B Highway 431 North (431 Plaza), Anniston, Alabama 36206.

1. **TERM OF LEASE.** The term of the primary lease shall be for two years commencing August 18th, 2014, and ending August 18th, 2016.

2. **RENT.** Lessee agrees to pay Lessor as rent of the use and occupancy of said premise the sum of $500.00 per month, payable in advance, on the 1st day of each month. Should Lessee fail to pay the monthly rentals as they become due, or violate any other term of or condition or fail to satisfy any obligation owed by Lessee to Lessor under this real estate lease, Lessor shall have the right to take possession of said premises after giving Lessee a total of ten (10) days written notice. Should Lessor employ an attorney to collect any of the rent agreed to be paid hereunder or to enforce performance of any of the provisions of the Lease, Lessee agrees to pay all court costs and reasonable attorney fees incurred by Lessor.

3. **USE OF BUILDING.** Lessor will be responsible for the maintenance of the structure of the parking lot, building, including roof and exterior walls. Lessee will be responsible for all other maintenance and repairs to keep the premises in good condition, including light fixtures. Lessee shall pay all charges for utility services such as, but not limited to, telephone, electricity, natural gas, propane and water provided to or at the premises. Any alterations, additions or improvements made to the premises shall be construed to be a part of the consideration paid as rent for the premises and Lessee shall not be entitled to any claim or compensation whatsoever for said improvements. Lessee further agrees that he or she will not commit any waste on the premises or allow any waste be committed to the premises, or will Lessee maintain, commit or permit any nuisance or use of the premises for any unlawful purpose, and Lessee will keep the premises in good repair and in the event the premises are returned to Lessor, they shall be returned in substantially the same condition as in at the present time, less usual wear and tear.

4. **TAXES AND INSURANCE.** During the rental period, Lessor will pay the property tax assessed on the leased premise. Lessee will pay all other taxes arising out of the operation of said business conducted on the premises by Lessee. Lessee will maintain a policy of liability insurance in connection with the operation of said business. Lessee agrees that Lessor shall not be liable for property damage or personal injury occurring on the premises regardless of cause. Lessee will indemnify, protect and save harmless Lessor from any loss, cost damage or expense caused by injury to persons or property while in, on, or about the premises and will procure liability insurance against such claims and will provide Lessor with a copy of the policy of insurance evidencing coverage for and against such claims. Lessor will keep the property insured with a standard policy against fire, windstorm and other casualties that may occur. Lessee may procure at his or her own expense, any rental insurance policy for any contents coverage he or she desires. If for any reason the dwelling on said property should become damaged by anything covered under either of the insurance policies, Lessor will be entitled to collect and utilize any amounts payable for repair or replacement of dwelling. It is understood and agreed that Lessor shall have nothing to do with the operation of said business, and will not be liable in any way for any occurrence in connection with operation of said business.

5. **ASSIGNMENT OF SUBLETTING.** Lessee shall not have the right to assign this lease or sublet the premises covered by this lease without the consent in writing of the Lessor.

WITNESS

SAMUEL K. FULLER, LESSOR

WITNESS

LESSEE

City of Anniston, Alabama

Supplement to State Application

Provide the name(s) and drivers license number(s) of the manager(s) employed to manage the establishment in the absence of the sole proprietor, the partners or the officers of the corporation:

Name	Drivers License Number
C.C. Clarence Carroll Beck	AL 6498925
Casey Doss	AL 7500764

Authorized Signature

9/12/14

Date

To the Anniston City Council
Anniston, AL

This is to certify that I, CC Beck representing

Blu's TAVERN (business) have notified all

persons residing, having businesses or owning real property within 500 feet from

said business for which a license is sought of the time and place such application

will be considered.

Name	Address	Date Notified
Keith Fuller	431 PLAZA HWY 431 Anniston AL.	8/18/14
Korea, CAFE		9/11/14
Laundry Mat		
Christian Corner Meats		
Smith's Cleaners		
MAPCO		

(Applicant)

8/18/14
(Date)

CITY OF ANNISTON
P.O. Box 2168
ANNISTON, AL 36202

TELEPHONE (256) 231-7725 FAX (256) 231-7664

REQUEST REGARDING INVESTIGATION

I, Clarence C Beck, representing Blu's Bar
(Print name legibly) (Print business name legibly)
do certify that I have been informed of the structural and other property improvements, if any, required at 1013 B HW 431 Anniston AL so as to qualify for an alcoholic beverage license with a license category of _____ as assigned by the Alabama Alcoholic Beverage Control Board. I acknowledge that any required improvements will be made and, furthermore, I request that the application procedure continue.

(Signature)

Clarence C Beck
(Print title legibly)

9/11/19
(Date)

This form must be completed by the applicant and returned to the Finance Department.
The application will not be scheduled for a City Council agenda until the completed form is returned.

The Anniston Star

P.O. BOX 2234
ANNISTON, AL 36202

INVOICE

ACCOUNT NUMBER	INVOICE DATE
141100	09/12/2014

INVOICE NUMBER	AMOUNT DUE
AC071802	0.00

AMOUNT PAID

CLIENT

CITY OF ANNISTON(RHONDA WILLIAMS)
4305 MCCLELLAN
ANNISTON, AL 36206

REMITTANCE PORTION: CUT AND RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Terms	Invoice Date	Invoice Number
141100	DUE UPON RECEIPT	09/12/2014	AC071802

Ad Text: PUBLIC NOTICE Notice is hereby given that Blu's Bar has filed with the City of Anniston, Alabama, an application for a Liquor License at 1013 B Hwy. 431 Anniston, AL 36206 and that said application, together with the results of an investigation conducted by the Chief of Police of the City into all matters and things contained therein and the recommendations thereon, will be considered at the regular meeting of the City Council of the City of Anniston at 5:30pm on Sept. 22, 2014 and that at said place and time all persons residing, having businesses, or owning real property within 500 feet from the propose business location shall have an opportunity of being heard in opposition to or in favor of said application. Alan B. Atkinson, City Clerk of the City Of Anniston, Alabama The Anniston Star Calhoun County, AL Sept. 12, 2014

Ad #: 293135 **Start Date:** 09/12/2014 **Ad Size:** 1.00 col. x 266.00 Points **Word Count:** 144
Ad Heading: Legals **Tearsheets:** **P.O. #:**
Publications: AS

79.10

TOTAL:	79.10
ADJUSTMENTS:	0.00
PAYMENTS:	79.10
Amount Due:	0.00

TERMS: THIS INVOICE IS DUE AND PAYABLE ON RECEIPT.
OVERDUE ACCOUNTS WILL BE CHARGED 1.5% INTEREST PER MONTH FROM INVOICE DATE OR 18% PER YEAR.

PUBLIC NOTICE

Notice is hereby given that
Chows Bistro has filed with the
City of Jacksonville, Alabama,
an application for a liquor license
at 611 Pelham Rd. S
and that said application, together
with the results of an investigation
conducted by the
Chief of Police of the City into
all matters and things contained
therein and the recommendations
thereon, will be
considered at the regular meeting
of the City Council of the
City of Jacksonville at 7:00
p.m. on September 22, 2014
and that at said place and time
all persons residing, having
businesses, or owning real
property within 500 feet from
the proposed business location
shall have an opportunity of
being heard in opposition to or
in favor of said application.
Dorothy Wilson
City Clerk of the City of Jacksonville,
Alabama
The Anniston Star
Calhoun Co., AL
September 16, 2014

Anniston City Schools

OFFICE OF THE SUPERINTENDENT

Building a Foundation for Excellence

SEAL

September 11, 2014

Dear Members of the Anniston City Council:

Thanks for providing our school system the Innovation Fund for use by my office to create opportunities for our students. I am aware that $24,900.00 remains in the account and I would like to propose the following resources as possibilities:

Public Relations Campaign — Cost $10,000.00

TV-24 has been very helpful in providing opportunities for us to share our good news with the community. They have provided a marketing proposal that will allow us to provide a more extensive public relations campaign. This campaign will consist of weekly television programming and internet marketing. The total cost per program is $675.00 and we expect to air 15 programs.

In addition to our work with TV-24, we will continue to provide marketing that will include billboards, yard signs, banners, and decals. This effort will allow our students, parents, and supporters throughout Calhoun County to show their support of our schools.

Technology — Cost $10,000.00

This expenditure is the result of the purchase of iPads for our fifth grade students. We decided it was necessary for them to have a shoulder bag along with the iPad.

Enrichment Request for Anniston High School Top 100 Cost: $4900.00

This money will cover cost associated with participation by students in various fieldtrips and student leadership organizations.

Please let me know if other information is needed regarding this proposal. I look forward to hearing a decision from the council.

Sincerely,

Darren Douthitt

4804 McClellan Blvd. • P.O. Box 1500 • Anniston, AL 36202
(256) 231-5000 • (256) 231-5100
Web site: www.annistonschools.com

9/22/2014

FACT SHEET

SUBJECT: Evaluation of bid for baling of hay at the Anniston Airport.

VENDORS SUBMITTING BIDS

Jim Hill	$1.00/bale
Rick Reaves	No response
Stanley Ford	No response
Max Weathington	No response
Pickette's Feed	No Response

RECOMMENDATION: The bid should be awarded to Jim Hill in the amount of $1.00 per bale of hay.

BID SCHEDULE

Item	Description	Qty	Unit	Total Price
1.	Baling hay At the Anniston Airport Specifications:	1	each bale of hay	$_____

Meet Specs

Yes	No	
___	___	Have certificate for airport operations training course
___	___	Familiar with airport safety on movement around runways & safety areas
___	___	Have own equipment
___	___	Have experience operating equipment on and around airport property

The City of Anniston requires a minimum of 150 square bales and a maximum of 250 square bales of hay per cut for the City's use. Exceptions would be weather due to lack of rain, etc., which could reduce the amount of hay. Contractor would need to negotiate with the City for a lesser amount each time this occurs.

Bidder must meet all of the above specs in order to be awarded bid for baling hay.

DELIVERY: _____ CALENDAR DAYS FROM DATE OF ORDER.

NOTE: It is the intent of this Invitation for Bid to award a firm, fixed price contract with no provisions for price escalation.

NOTE: The City of Anniston reserves the right to accept or reject all bids or any portion thereof.

NOTE: Bids shall be submitted in sealed envelopes and marked with the Invitation for Bid number and bid opening time and date.

NOTE: Delivery shall be F.O.B. destination, Anniston, Alabama.

9/22/2014

FACT SHEET

SUBJECT: Evaluation of bids for concrete for FY 2015.

FACTS: This is an annual contract for purchases made during FY 2015. This will be a General Fund expenditure for the Public Works Dept. The FY 2014 contract was $85.00/cu yd.

VENDORS SUBMITTING BIDS

Webb Concrete	$90.00/cu. yd.
Kirkpatrick Concrete Also includes $4.00 environmental fee per load & $20.00 fuel surcharge per load	$105.00/cu. yd.
Waites Concrete	No Response
Ready Mix USA	No Response

RECOMMENDATION: The bid should be awarded to Webb Concrete in the amount of $90.00/cu. yd.

BID SCHEDULE

The City of Anniston is requesting bids for ready-mix concrete for the period of October 1, 2014 through September 30, 2015. Quantities are estimated based upon best information available. Vendor will be paid for actual quantities ordered during the period of the contract. Delivery shall be called for during the contract period.

Item	Description	Qty	Unit Price
1.	3000 psi concrete	estimated 1600 cu yds	$_____ cu yd

NOTE: It is the intent of this Invitation for Bid to award a firm, fixed price contract with no provisions for price escalation.

NOTE: The City of Anniston reserves the right to accept or reject all bids or any portion thereof.

NOTE: Bids shall be submitted in sealed envelopes and marked with the Invitation for Bid number and bid opening time and date.

NOTE: Delivery shall be F.O.B. destination, Anniston, Alabama.

ORDINANCES

ORDINANCE NUMBER 14-O-___

AN ORDINANCE AMENDING SECTION 30: SUPPLEMENTARY DISTRICT REGULATIONS, OF THE CITY OF ANNISTON ZONING ORDINANCE TO INCLUDE SUBSECTION 12: PAWN SHOPS, PAY-DAY LENDING, TITLE PAWN, DEFERRED PRESENTMENT FINANCIAL INSTITUTIONS

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

Section 1. The Zoning Ordinance (81-0-40) of the City of Anniston, Alabama, Section 30: Supplementary District Regulations shall be amended to include the following subsection therein:

12. Pawn Shops, Pay-Day Lending, Title Pawn, Deferred Presentment Financial Institutions

In any district in which the permitted uses include "Financial Institutions," which are specifically defined herein for purposes of this subsection to include businesses, other than a federally chartered bank, state chartered bank, credit union, mortgage lender or savings and loan association, that are required to be licensed under Alabama Code Title 5, Chapter 18A, Deferred Presentment Act or under Alabama Code Title 5, Chapter 19A, Alabama Pawnshop Act, and/or that conduct business as a Pawn Shop, Pay-Day Lending, Title Pawn Shop, or a Deferred Presentment Financial Institution, such uses shall only be permitted subject to the following restrictions:

a. No two (2) Financial Institutions shall be permitted to be located within 600 feet of each other.
b. No Financial Institution shall be permitted to be within 500 feet of a residence, church, school or public park.
c. No Financial Institution shall be permitted if there exists a ratio of more than one (1) Financial Institution for every 2,500 residents of the city.

Any Financial Institution legally operating prior to the effective date of the ordinance amending this Section to include this subsection shall be a legal non-conforming use, which shall exist, continue and be regulated in accordance with Section 6 of this zoning ordinance and in accordance with Alabama law.

Section 2. All other provisions of Section 30 of Zoning Ordinance Number 81-0-40 not in conflict herewith shall remain in full force and effect, and all other provisions of said Zoning Ordinance in conflict herewith are expressly repealed.

Section 3. This Ordinance shall become effective immediately upon its adoption and publication one time in the Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama and the City Clerk is hereby ordered and directed to cause a copy of this resolution to be published one time in said newspaper.

PASSED AND ADOPTED this the _____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

ORDINANCE NO. 14-O-___

AN ORDINANCE ESTABLISHING THE ANNISTON MUSEUM COMPLEX BOARD, THE ANNISTON MUSEUM OF NATURAL HISTORY BOARD, AND THE LONGLEAF BOTANICAL GARDENS BOARD

WHEREAS, the Code of Ordinances for the City of Anniston, Chapter 2, Article XI, Section 2.55, established the Anniston Museum of Natural History Board;

WHEREAS, the Anniston Museum of Natural History Board was charged with management and control of the Anniston Museum of Natural History, together with all museum exhibits and property;

WHEREAS, the Anniston Museum of Natural History operates in conjunction with the Farley L. and Germain K. Berman Museum of World History and the Longleaf Botanical Gardens, which collectively make up the City's museum complex;

WHEREAS, the City of Anniston's museum board structure, as it currently exists, does not address the needs of the entire museum complex, and it is due to be amended in light of the City's creation of the Department of Museum Operations;

WHEREAS, the City of Anniston desires to establish a museum board structure that will allow the Department of Museum Operations to work efficiently and appropriately with the entire museum complex, individually and as a whole, and that will foster and promote the City's museums and the public's support for the same;

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

Section 1. The City Council of the City of Anniston, Alabama hereby repeals in its entirety Chapter 2, Article XI, Sections 2.55 – 2.59 of The Code of the City of Anniston, Alabama, 1981 and reserves the same for future use.

Section 2. The City Council of the City of Anniston, Alabama hereby amends and restates Chapter 2, Article XI, Section 2.60 of "The Code of the City of Anniston, Alabama, 1981" in its entirety to read as follows:

DIVISION 3. ANNISTON MUSEUM BOARDS

Section 2.60.1. Creation of the Anniston Museum Boards.

The City of Anniston hereby establishes the following municipal museum boards, which shall serve as instrumentalities of the City of Anniston to aid and advise in the operation, maintenance, and improvement of the City's public cultural facilities in the manner designated in this Division:

(a) The Anniston Museum of Natural History Board;
(b) The Longleaf Botanical Gardens Board; and
(d) The Anniston Museum Complex Board.

These municipal museum boards shall each have all powers granted to them by this Division, or as otherwise granted by the City's laws, and by the constitution and the laws of this state, together with all the implied powers necessary to execute all powers granted.

Section 2.60.2. Reservation of Powers and Authority.

The authority for management, administration and operation of the City of Anniston's public cultural facilities, including the Anniston Museum of Natural History, the Longleaf Botanical Gardens, and the Farley L. and Germain K. Berman Museum of World History, and all municipal property and assets, shall be vested in the City of Anniston and exercised through its Director of Museum Operations, subject to the supervision and control of the City Manager. Nothing contained herein shall be construed so as to limit the powers and authority of the City of Anniston, including its Director of Museum Operations, who shall be responsible for the Department of Museum Operations and its employees, unless expressly limited herein.

Section 2.60.3. Anniston Museum of Natural History Board

1. Membership. The Anniston Museum of Natural History Board shall exist as an independent board of the City of Anniston with its members appointed by the City Council in accordance with Division 1, Article XI, Chapter 2 of the Code of Ordinances for the City of Anniston. The Board shall be comprised of nine (9) members who shall serve for terms of five (5) years; except that, of those initial appointments to the Board, three (3) members shall be appointed to terms of three (3) years, and three (3) members shall be appointed to terms of four (4) years. The Director of Museum Operations shall serve as an *ex officio* member of the Board and as its Secretary and Treasurer. No member of the Board may serve as a member of another board of the City of Anniston, except the Anniston Museum Complex Board, and no member may serve as a member of the Board of Directors for the Anniston Museum Endowment Corporation or the Anniston Museum League, or of any other board for any organization whose primary purpose is to provide funding and support for the public cultural facilities of the City of Anniston.

2. Advisory Role. The Anniston Museum of Natural History Board shall serve in an advisory capacity to the City of Anniston, through the Director of Museum Operations, on the operational and budgetary concerns of the Anniston Museum of Natural History, including the exhibits and property thereof.

3. Sale of Memberships. The Board shall be responsible for the sale of memberships to the Anniston Museum of Natural History and for fund raising activities for the benefit of the same. The Board is expressly authorized to contract with third parties to aid or perform these duties, in whole or in part.

4. Budgetary and Expenditure Authority. All funds generated through the Board's activities, including the sale of memberships to the Anniston Museum of Natural History and the receipt of donations made to the Board, shall be held in the Board's account. The Board shall have actual authority over the expenditure of such funds, except that the funds shall be used

exclusively for the benefit of the Anniston Museum of Natural History. The Director of Finance for the City of Anniston shall be responsible for executing any expenditures ordered by the Board and for maintaining the account in accordance with the City's financial policies and procedures and the governing laws and regulations.

5. By-laws. The Board shall establish its own by-laws, rules and regulations, as it deems necessary and appropriate, subject to any governing municipal, state or federal law.

Section 2.60.4. Longleaf Botanical Gardens Board

1. Membership. The Longleaf Botanical Gardens Board shall exist as an independent board of the City of Anniston with its members appointed by the City Council in accordance with Division 1, Article XI, Chapter 2 of the Code of Ordinances for the City of Anniston. The Board shall be comprised of nine (9) members who shall serve for terms of five (5) years; except that, of those initial appointments to the Board, three (3) members shall be appointed to terms of three (3) years, and three (3) members shall be appointed to terms of four (4) years. The Director of Museum Operations shall serve as an *ex officio* member of the Board and as its Secretary and Treasurer. No member of the Board may serve as a member of another board of the City of Anniston, except the Anniston Museum Complex Board, and no member may serve as a member of the Board of Directors for the Anniston Museum Endowment Corporation or the Anniston Museum League, or of any board for any organization whose primary purpose is to provide funding and support for the public cultural facilities of the City of Anniston.

2. Advisory Role. The Longleaf Botanical Gardens Board shall serve in an advisory capacity to the City of Anniston, through the Director of Museum Operations, on the operational and budgetary concerns of the Longleaf Botanical Gardens, including the exhibits and property thereof.

3. Sale of Memberships. The Longleaf Botanical Gardens Board shall be responsible for the sale of memberships to the Longleaf Botanical Gardens and for fund raising activities for the benefit of the same. The Board is expressly authorized to contract with third parties to aid or perform these duties, in whole or in part.

4. Budgetary and Expenditure Authority. All funds generated through the Longleaf Botanical Gardens Board's activities, including the sale of memberships to the Longleaf Botanical Gardens and the receipt of donations made to the Board, shall be held in the Board's account. The Board shall have actual authority over the expenditure of such funds, except that the funds shall be used exclusively for the benefit of the Longleaf Botanical Gardens. The Director of Finance for the City of Anniston shall be responsible for executing any expenditures ordered by the Board and for maintaining the account in accordance with the City's financial policies and procedures and the governing laws and regulations.

5. By-laws. The Board shall establish its own by-laws, rules and regulations, as it deems necessary and appropriate, subject to any governing municipal, state or federal law.

Section 2.60.6. Farley L. and Germain K. Berman Museum of World History

1. Management and Operation. The City of Anniston shall execute a Management Agreement with The Farley L. Berman Foundation, Inc., a private not-for-profit foundation organized under the laws of the State of Alabama, which shall define the terms and conditions of the Foundation's delegation of the promotion, management and operation of the museum to the City and the Foundation's supply of its privately owned collection for use and display in the City's museum facility. The Director of Museum Operations shall be responsible for the administration, management and operation of the Farley L. and Germain K. Berman Museum of World History, subject to the terms and conditions of the Management Agreement with the Foundation and subject to the supervision and control of the City Manager.

Section 2.60.7. Anniston Museum Complex Board.

1. Voting Membership. The Anniston Museum Complex Board shall have six (6) voting members. The Anniston Museum of Natural History Board and the Longleaf Botanical Gardens Board shall self-appoint two (2) members to the Anniston Museum Complex Board, respectively, with each member to serve three (3) year terms; except that, of those initial appointments, one (1) of each board's appointments shall serve a two (2) year term. The Farley L. Berman Foundation, Inc. shall be afforded the right and hereby authorized to self-appoint two (2) members to the Anniston Museum Complex Board, to be ratified by the City Council, each to serve three (3) year terms; except that, of those initial appointments, one (1) member shall serve a two (2) year term. In the event that the Foundation declines to exercise its right to self-appoint its membership to the Anniston Museum Complex Board, or the Foundation ceases to exist or function, the City Council shall appoint one or both members in accordance with Division 1, Article XI, Chapter 2 of the Code of Ordinances for the City of Anniston so that they may represent the interests of the Farley L. and Germain K. Berman Museum of World History.

2. Ex Officio Membership. The Director of Museum Operations shall serve as an *ex officio* member of the Board and as its Secretary and Treasurer. The Director shall be a non-voting member except in the event of a tie vote among the self-appointed members. The Anniston Museum Endowment Corporation and the Anniston Museum League may each self-appoint no more than two (2) members to serve as *ex officio* non-voting members of the Museum Complex Board.

3. Advisory Role. The Anniston Museum Complex Board shall serve in an advisory capacity to the City of Anniston, through the Director of Museum Operations, on the operational and budgetary concerns with regard to those aspects that relate to the Museum of Natural History, the Longleaf Botanical Gardens, and the Farley L. and Germain K. Berman Museum of World History as a whole (collectively referred to as the "Museum Complex"), as opposed to any particular facility within the Museum Complex.

4. Sale of Museum Complex Memberships. The Board shall be responsible for the sale of Museum Complex memberships, which allow access to all three facilities within the Museum Complex through one membership, and for fund raising activities for the benefit of

Museum Complex as a whole. The Board is expressly authorized to contract with third parties to aid or perform these duties, in whole or in part.

5. Request for Funding and Support. The Board shall have exclusive authority to request and receive funds, donations, or other means of financial support from the Anniston Museum Endowment Corporation, the Anniston Museum League, or any other organization whose primary purpose is to provide funding and support for the public cultural facilities of the City of Anniston. The Museum Complex Board shall make any such requests whether they are made for the benefit of the Anniston Museum Complex, as a whole, or for the benefit of individual facilities within the Museum Complex.

6. Budgetary and Expenditure Authority. All funds generated through the Board's activities, including the sale of Museum Complex memberships and the receipt of donations made to the Board, shall be held in the Board's account. The Board shall have actual authority over the budget and expenditure of such funds. The Board shall utilize such funds for the benefit of the Museum Complex as a whole, whenever practical, unless the donor of the funds specifically intended to benefit an individual facility within the Museum Complex. The Director of Finance for the City of Anniston shall be responsible for executing any expenditures ordered by the Board and for maintaining the account in accordance with the City's financial policies and procedures and the governing laws and regulations.

7. By-laws. The Board shall establish its own by-laws, rules and regulations, as the Board deems necessary and appropriate, subject to any governing municipal, state or federal law.

Section 3. Any laws and ordinances, and parts thereof, within the City of Anniston in conflict herewith are hereby expressly repealed.

Section 4. This Ordinance shall become immediately effective after its adoption and its publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

PASSED and **ADOPTED** this ____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

_____
Vaughn M. Stewart II, Mayor

_____
Jay W. Jenkins, Council Member

_____
David E. Reddick, Council Member

_____
Seyram Selase, Council Member

_____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

RESOLUTIONS

RESOLUTION 14-R-___

A RESOLUTION TO AMEND THE FY14 GENERAL OPERATING FUND TO ADJUST FOR THE DIFFERENCES BETWEEN THE PREVIOUSLY ADOPTED BUDGET AND PRESENTLY PROJECTED REVENUES AND EXPENDITURES FOR THE CITY'S VARIOUS DEPARTMENTS

WHEREAS, the City Council of the City of Anniston has the power to change and amend the City's annual budget at the request of the City Manager during the last three months of the fiscal year;

NOW, THEREFORE, BE IT RESOLVED, the City Council of Anniston, Alabama in regular session assembled, do approve an amendment to the General Fund Budget for an increase of $1,863,729 in order to accurately reflect the differences between the budgeted revenues and expenditures and the presently projected revenues and expenditures for the FY14 General Fund Budget based on actual income and expenditures as of September 10, 2014, with respect to each of the City's various departments.

PASSED AND ADOPTED this the ____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY _____
Vaughn M. Stewart II, Mayor

BY _____
Jay W. Jenkins, Council Member

BY _____
David E. Reddick, Council Member

BY _____
Seyram Selase, Council Member

BY _____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

RESOLUTION NUMBER 14-R-___

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE ANNISTON CALHOUN COUNTY HOME CONSORTIUM WITH THE RIGHT PLACE FOR HOUSING AND SUPPORT, INC.

WHEREAS, the Anniston Calhoun County HOME Consortium Board has approved the allocation of $299,400.00 of HOME funds to The Right Place for Housing and Support, Inc., under the HOME Program for the new construction of a Planned Unit Development (PUD) to include necessary infrastructure and construction of four (4) single-family units located on Circle Drive in Anniston, Alabama to be used for affordable rental housing for in accordance with HOME regulations; and

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

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Anniston, Alabama, that the City Manager is hereby authorized to sign the agreement and all documentation relating to the agreement between the Anniston Calhoun County HOME Consortium and The Right Place for Housing and Support, Inc.

PASSED AND ADOPTED this _____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

_____
Vaughn M. Stewart II, Mayor

_____
Jay W. Jenkins, Council Member

_____
David E. Reddick, Council Member

_____
Seyram Selase, Council Member

_____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

Hillside Cottages of Circle Drive

Anniston, Alabama

HOME Loan Request

Prepared for
Anniston/Calhoun County
HOME Consortium

Submitted by:

THE RIGHT PLACE

September 3, 2014

THE RIGHT PLACE
Hillside Cottages of Circle Drive

REQUEST FOR FUNDS

Purpose
The Right Place, an Anniston-based nonprofit corporation serving homeless and low-income families and individuals in Calhoun County and surrounding areas of East Central Alabama, hereby requests $299,400 in HOME Investment Partnership funds for the construction of a planned unit development on Circle Court in downtown Anniston. The planned units will serve as affordable supportive rental housing for families earning 50% or less of the Area Median Income.

Property Location
The property will be located on an approximately 23,800 square foot lot on Circle Drive in the downtown area of West Anniston. This lot will result from the combination of three current lots. Two of these lots are available for sale below market value from the current deeded owner, the Unified Resources Center; the third lot is being donated to The Right Place by Anniston First United Methodist Church. The new lot will also take in the designated city alley and turn-around which is located at the center of the circle on the map, pending the alley being vacated and deeded to adjacent owners.

A zoning map showing the property location is attached. The surrounding area is comprised of several blighted properties, two of which are located on Circle Court, adjacent to the proposed development. Circle Drive is also the location of the newly-constructed supportive housing duplex, which is owned and operated by The Right Place as affordable, supportive housing. This duplex is a project funded by the Anniston/ Calhoun County HOME Consortium.

The neighborhood is equipped with a variety of functional attributes that contribute to a resident's day-to-day living. It is within a three-block proximity of a transit stop, Anniston Quality of Life Health Care, Family Services Center, Interfaith Ministries, All Saints Center of Concern, Anniston Soup Bowl, YMCA, Personnel Staffing, Zinn Park, and The Right Place offices and within a mile of two hospitals, multiple restaurants, two grocery stores, three pharmacies, a dozen Churches, five Banks, Post Office, Laundromat, and all of downtown Anniston's shopping district.

Circle Drive has a memorable character and an easily discernable locale defined by its curvilinear layout of the street and sidewalks, accommodating multi-modal transportation. The shape of the geography and the position of the houses encourage human contact, promoting community involvement and helping to maintain a secure environment. The elevation and circular shape of the street provides traffic calming and safety for children and other users. The personality of the neighborhood is provided by its interesting visual experiences. From its elevated position it overlooks a part of Anniston that is producing signs of life in the form of new development and redevelopment, including the Anniston Inn Kitchen, the First United Methodist Church, The Victoria Inn, Solohub Center for Justice, and the First Baptist Church of Anniston. Additionally, Zinn Park further creates visual interest and family recreation opportunities including a new children's water feature, and all locations are designed and scaled for pedestrians.

Property Description

The proposed planned unit development will contain four rental units in the popular "tiny house" plan with infrastructure for 2 additional future units. The property will be designed in keeping with the existing architectural character of the neighborhood and preliminary plans include low-maintenance exteriors, low VOC paint, heat reflective roof, low flow plumbing fixtures, low E windows, utilization of local materials, reduced waste, and Energy Star compliance throughout. Each unit will have approximately 400 square feet and will be equipped with a full size kitchen and bath. The intentional small design of the tiny house leads to increased affordability for residents on a long-term basis, in accordance with the 20-year use period of HOME funds. Utilities are estimated at less than $50 per month, with income-based rents averaging under $200 per month. These units will provide an affordable option for single adults and couples who have very low incomes and who have experienced housing instability in other housing venues.

Intended Resident Population

The property will be available for lease to single adults and couples earning 50% or less of the area median income and rents will be restricted to ensure affordability for the intended population. Supportive services will be attached for tenants, and will include case management and linkages to medical and other supports based on a comprehensive assessment and case management plan per household.

Rents will be based on HUD standard 50% of Area Median Income (AMI) for Calhoun County. The 2013 income limit based on 50% AMI for a household of one person is $18,100. This means a single-person household would have an income at $18,100 or below to qualify for the Hillside Cottages.

Financial Projections

Total development costs are projected to be $299,400. This includes construction costs for four units, substantial site preparation for up to six units (including 2 units of future development as part of the Planned Unit Development), utility hook-ups, hard construction, soft costs, architectural fees, and engineering fees. Because the property has not been in residential use the site will require infrastructure such as required water and sewer extensions, and planned unit costs are necessary to ensure codes will be met.

Total annual rental income is projected to be $7,980 based on average affordable rent of $175 per unit and deducting a 5% vacancy/collection loss. Anticipated operating expenses include maintenance and repairs, property insurance and grounds maintenance. Estimated operating expenses also include $360 monthly deposit to a replacement reserve account to ensure that sufficient funds are available for ongoing maintenance and capital improvements. Total annual expenses are estimated at approximately $7,980.

Additional operating support will be solicited from local resources including foundations, banks and benevolent funds. The Right Place has been successful in securing these types of resources toward operating costs for the supportive housing duplex to fund additional expenses such as housing case management and unit furnishings.

Loan Terms

The Right Place proposes that the HOME funds be in the form of a loan repayable solely from cash flow or sale/refinance proceeds. The HOME funds would be subject to a deed restriction ensuring

affordability and subordinate to any conventional first mortgage debt required to fund any gap between total development costs and expected HOME funds.

Development Team Experience

The property is being developed by The Right Place, a local nonprofit agency that incorporated to address the issues related to homelessness and low income housing in Calhoun County & surrounding areas, serving 100% low income households, per HUD AMI standards. They have implemented HMIS, and locally have been working with homeless clients and accepting and processing applications for energy efficiency/weatherization and accessibility repairs for low-income homeowners in Calhoun County, in partnership with Noble Bank. The Right Place staff has over 30 years of experience providing services to the homeless in Calhoun County and 12 years of experience in new construction, acquisition and rehab, housing development, long-term rental assistance, and managing Housing Opportunities for People with AIDS and Rural Housing and Economic Development Grants, through the Department of Housing and Urban Development. Most recently, The Right Place developed a supportive housing duplex on Circle Drive to serve the needs of low-income households with a disabling condition.

Advantage Construction and Energy Solutions/Bryan Booth Construction is a locally owned licensed homebuilder with experience in small community development, energy efficient construction methods, and the “tiny house” movement in low-income housing solutions. Advantage Construction completed the construction of The Right Place duplex in a timely manner and meeting all code and HUD requirements.

THE RIGHT PLACE
Hillside Cottages of Circle Drive
Development Budget

Land Acquisition	**$3,000**
(Two lots from URC at $1,500 each)	
Design and Engineering	**$6,800**
(Incudes: site survey, environmental review, planned unit development application, architect fees, and sewer drawing/inspection/as-built)	
Construction cost	
Site prep / parking for up to 6 sites	$7,200
Water and Sewer for up to 6 sites	$38,000
Utilities hook up	$3,400
Landscaping	$4,000
Hard construction costs (4 units @ $50,000)	$200,000
Total Construction	**$252,600**
Soft Cost	
Legal	$4,800
Property and title insurance	$3,200
Soft cost contingency	$1,000
Developer's Fee	$28,000
Total soft cost	**$37,000**
Total development cost	**$299,400**

THE RIGHT PLACE
Hillside Cottages of Circle Drive
Sources and Uses of Funds

Sources:		**Use of Funds:**	
HOME Loan	$299,400	Land Acquisition	$3,000
		Design/Engineering	$6,800
		Hard Construction	$252,600
		Soft Cost	$37,000
Total Sources of Funds	***$299,400***	***Total Uses of Funds***	***$299,400***

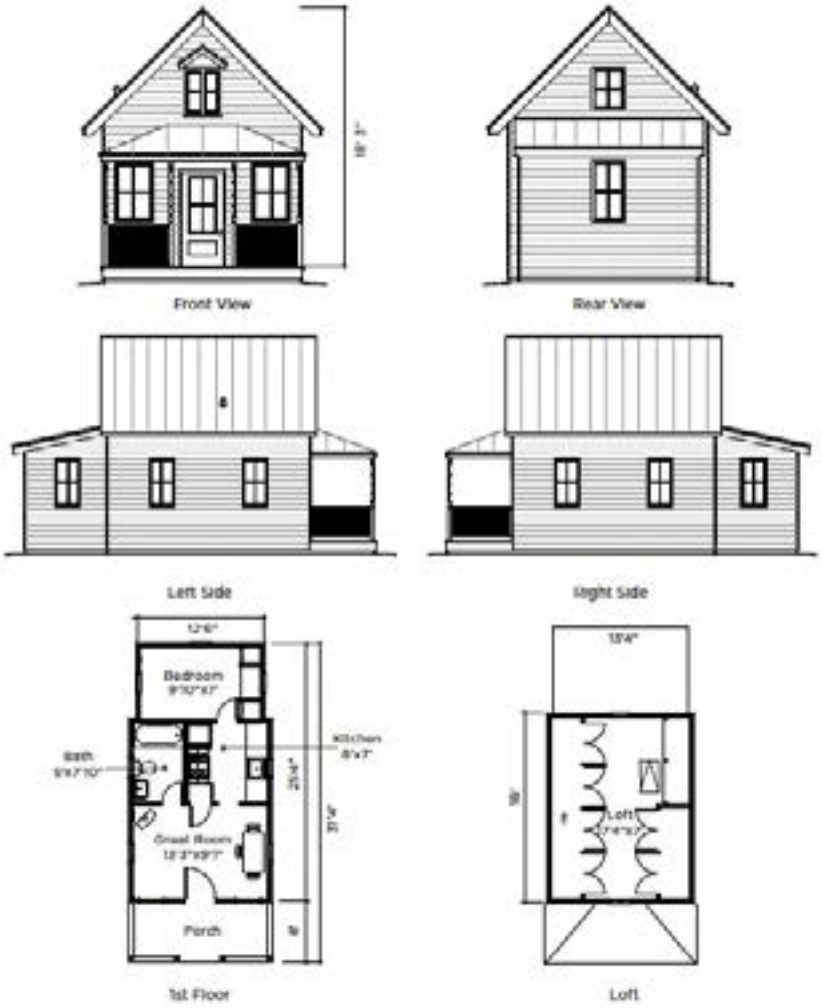
THE RIGHT PLACE
Hillside Cottages of Circle Drive
Annual Operating Pro Forma

INCOME	
Annual Rental Income (4 units @ $175)	$8,400
Less Vacancy/collection loss (5%)	- $ 420
Total Income	**$ 7,980**
EXPENSE	
Grounds Maintenance ($200/month)	$2,400
Unit maintenance/Repairs ($300/unit)	$1,200
Property Insurance	$2,580
Replacement Reserves ($360/month)	$1,800
Total Operating Expense	**$7,980**

THE RIGHT PLACE
Hillside Cottages of Circle Drive
Example floor plans

FLOOR PLANS
This study plan is not for construction.
356 Square Feet

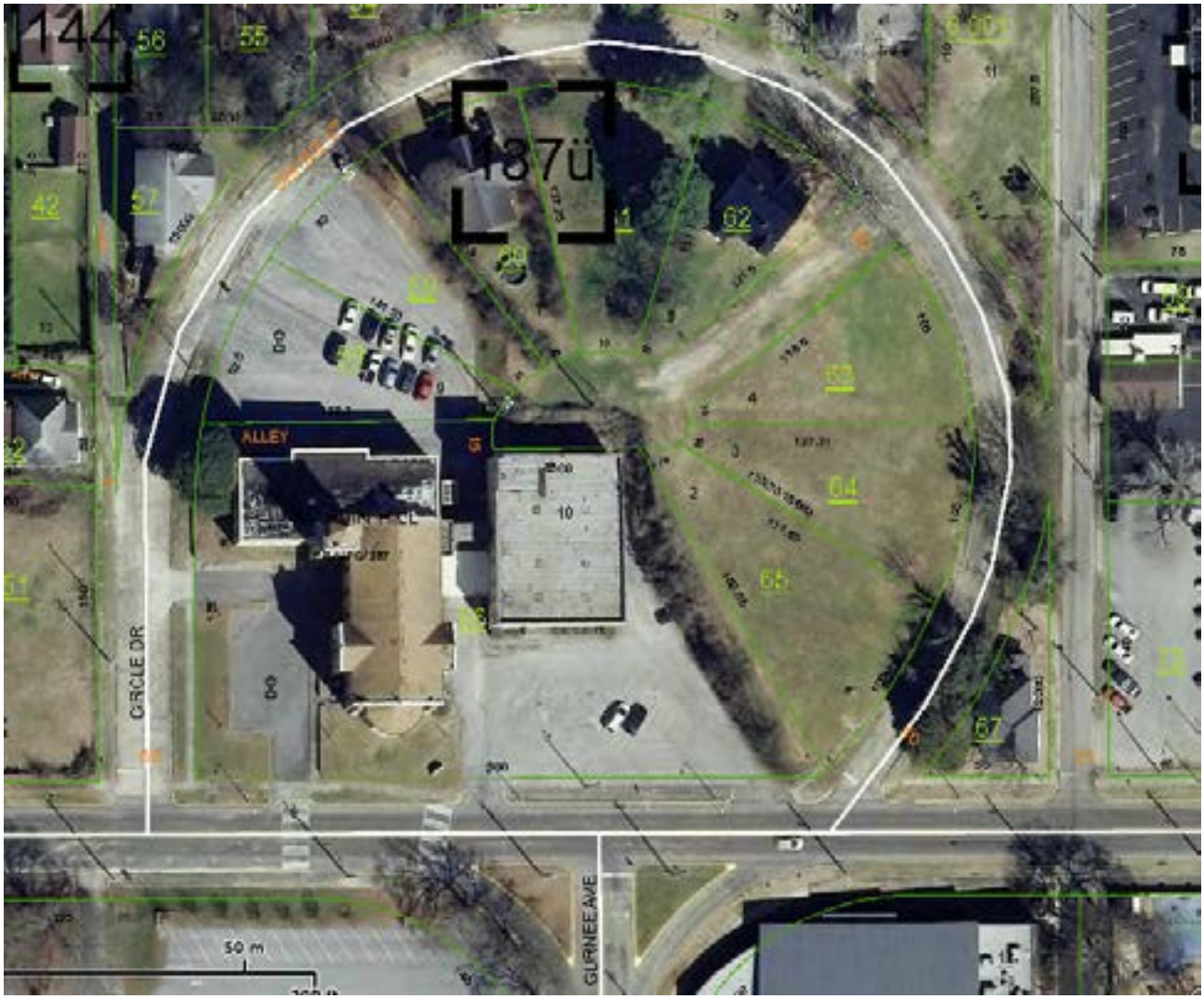
Bodega
1 Bedroom / 1 Bath



THE RIGHT PLACE
Hillside Cottages of Circle Drive
Zoning Map

X- indicates current TRP duplex lot
X – indicates proposed site of Hillside cottages

THE RIGHT PLACE
Hillside Cottages of Circle Drive
Map



The proposed Planned Unit Development for Hillside Cottages will encompass lots 63, 64, and 65 on this GIS map.

Lots 63 and 64 are currently owned by Unified Resources Center, which has provided an option to purchase at $3,000 upon receipt of funds.

Lot 65 is currently owned by First United Methodist church, which has offered to donate the lot to The Right Place effective October of 2014.

The city-owned alley and turn-around can be seen at the top of lot #63.
The Right Place will request the city vacate this property for the use of the Planned Unit Development to ease parking and access.

STATE OF ALABAMA)

COUNTY OF.CALHOUN}

AGREEMENT BY AND BETWEEN THE RIGHT PLACE FOR HOUSING
AND SUPPORT, INC.
AND ANNISTON/CALHOUN COUNTY HOME
CONSORTIUM

THIS AGREEMENT entered into this 24th day of September, 2014, between CITY OF ANNISTON, a body corporate and politic, organized and existing under the laws of the State of Alabama, acting by and through its ANNISTON/CALHOUN COUNTY HOME CONSORTIUM, located at 1128 Gurnee Avenue, Anniston, Alabama 36202, hereinafter referred to as "ACCHC" and, THE RIGHT PLACE FOR HOUSING AND SUPPORT, INC, whose address is P.O. Box 1061, Anniston, At 36202, hereafter referred to as the DEVELOPER.

WHEREAS, the ACCHC is the adrninistrator of HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) funds received from the U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), under *Title* 77 of the *Cranston·Gonzalez National Affordable Housing Act of 1990,* as amended (the *ACT)* and,

ACCHC hereby offers grant assistance to the DEVELOPER, (subject to the availability of federal funds) to provide affordable housing services in accordance with the requirements of *Section 24. Part* 92. *et seq.* of the *Code of Federal Regulations (Final Rule of the Home Investment Partnership Program).* hereinafter referred to as the HOME PROGRAM, and

WHEREAS, the purpose of the HOME PROGRAM is to increase the supply of decent, safe, sanitary, and affordable housing, for very low income, low income and moderate income households; and

WHEREAS, the CITY OF ANNISTON, by resolution, pursuant to the *ACT* adopted a Consolidated Plan to carry out housing activities eligible under the HOME PROGRAM, and

WHEREAS, the DEVELOPER has applied for and received funding approval for its application for project funding from the ACCHC HOME PROGRAM to carry out the new construction of affordable low-income rental housing in accordance with its proposal of September 3, 2014 to address the goals in the Anniston Consolidated Plan.

WHEREAS, the ACCHC and the DEVELOPER do hereby attest and affirm that the AGREEMENT limits the responsibilities of ACCHC to that of a construction lender and further attest and affirm that the AGREEMENT does not imply any joint venture on behalf of ACCHC and the DEVELOPER.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements covenants hereinafter set forth, the parties hereto legally intending to be bound hereby, do agree for themselves and their respective successors and assigns as follows:

SECTION I SCOPE OF SERVICES

(i) This contract consists of a direct project subsidy for the new construction of a Planned Unit Development (PUD) to include necessary infrastructure and construction of four (4) single-family houses to be used as affordable rental housing.

(ii) The DEVELOPER shall use HOME funding provided under this agreement to provide housing opportunities for low income persons through the acquisition of land and construction of

(iii) Four (4) affordable rental units for occupancy by HOME eligible low income persons (the PROJECT).

(iv) The DEVELOPER shall receive and administer said funds solely for activities eligible under the provisions of the *ACT,* the HOME application, this AGREEMENT, and applicable Federal laws. Federal rules and Federal Regulations in its use of said funds and shall use said funds for no other purpose.

SECTION II USE OF FUNDS. The DEVELOPER is to utilize the above funding for the acquisition and construction costs associated with the PROJECT.

(i) ACCHC is providing the total sum of TWO HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED DOLLARS ($299,400.00) in HOME funds for land and construction of up to four (4) units located on Circle Drive in Anniston for .housing development.

(ii) The DEVELOPER has provided its planned use of DEVELOPER PROJECT FUNDING, an itemized budget for the project and a schedule of activities to be performed, in its FINAL APPROVED APPLICATION FOR PROJECT FUNDING, which includes any amendments required and/or approved by ACCHC.

(iii). Plans and cost per unit shall be approved by the ACCHC and shall generally conform to plans presented to the Consortium and City Council as in attached Exhibit. Costs shall not exceed any line item of approved cost per unit by more than 10% percent without the expressed written approval of ACCHC. **Rental rates shall conform with HOME affordable rent rates.**

(iv) Additionally, in no event shall the total amount of HOME funds provided under this agreement be exceeded, to include the use of program income and any prior year HOME funding still being retained by the DEVELOPER, without the written approval of ACCHC.

(v) ACCHC will review and provide prompt approval for reasonable and unforeseen cost increases provided such cost increases do not exceed the statutory per unit cost limits in *24 CFR, Sec. 92.250.*

(vi) ACCHC shall provide a future advance mortgage document to be signed by the DEVELOPER. The future advance mortgage shall be equal to the acquisition/construction cost at 0%.

(vii) ACCHC shall hold a FIRST mortgage at closing at completion of construction equal to the actual amount of HOME funds advanced. The terms of this mortgage shall be twenty (20) years with an interest rate of zero percent (0%), with no required principal payments, with entire principal amount forgiven in lump sum at completion of the 20 year term.

(viii) **The units shall remain available to qualified low-income tenants for the entire twenty (20) year term of the loan.**

SECTION III REQUESTS FOR DISBURSEMENT OF FUNDS

(i) Associated project operating soft costs which may be charged shall be limited to: financing fees; credit reports; title binders and insurance; recordation fees, transaction taxes; legal and accounting fees; appraisal fees, and inspections, and other costs approved by ACCHC in accordance with 24 *CFR 92.206.* However, such cost must be reasonable and in no event can such cost exceed ten percent (10%) of the total Contract amount in (ii) above.

(ii) The parties agree that the DEVELOPER shall provide documentation to ACCHC for each request of HOME PROGRAM expenditure under this AGREEMENT. Documentation provided shall be in a form and submitted in a format required by the ACCHC. DEVELOPER shall utilize forms provided by ACCHC to submit request to the ACCHC for reimbursement for expenditures and/or advancement of funding for costs necessary to carry out the purposes of this AGREEMENT. Upon receipt and verification of this documentation, ACCHC shall arrange for such funding to be paid to DEVELOPER.

(iii) In no event shall the DEVELOPER request funding until such time that either eligible expenses have been incurred and that will be expended in accordance with *92.502 c.* In order to assure compliance with these provisions the ACCHC shall require expenditure of funds within five (5) days of receipt of funds by DEVELOPER from ACCHC.

(iv) DEVELOPER also agrees that failure to expend HOME funds within a reasonable time frame and in an acceptable manner or to complete the project could result in the repayment of funds in accordance with 24 *CFR. Sec* 92 *503(b).*

SECTION IV PROJECT PROCEEDS

DEVELOPER shall return the balance of the future advance mortgage to ACCHC minus any mortgage held by ACCHC. The balance between the final cost of construction and the future advance mortgage (minus any mortgage held by ACCHC) may be used as follows: up to ten percent (10%)) for costs associated with the project including a developer's fee. The DEVELOPER shall provide a breakdown of these items.

SECTION V AFFORDABILITY

A. Eligibility of Tenants

DEVELOPER must assure that tenants have a gross annual household income that does not exceed sixty percent (60%) of AREA MEDIAN INCOME (AMI), adjusted for household size. Verification of household income must be in accordance with *24CFR 92.203(b)(3).* Homes must be occupied as the principal residence of qualified tenants throughout the established period of affordability in accordance with *24CFR 92.254 (a)(4).*

B. Minimum & Maximum Investment in HOME Assisted Housing:

DEVELOPER must assure that the amount of HOME funds invested in each housing unit is in compliance with the minimum and maximum subsidy requirements and that a minimum of $1,000.00 in assistance is invested per home in accordance with 24 *CFR 92.205 (c),* and no more than the maximum per unit subsidy allowed in 24 *CFR 92.250 (a).*

C Maximum Home Value: DEVELOPER must assure that the value as well as the purchase price of any home assisted with HOME funds does not exceed ninety-five percent (95%) of the *FHA Section 203 b* home value limits for housing in the Metropolitan Statistical Area, in accordance with 24 *CFR, 92.250.*

D. Recapture Provision:

1. All single family units constructed under this agreement are subject to the period of afford ability as set forth in *24CFR 92.254(a)(4).The* mortgage shall specify the period of affordability based upon per unit amount of HOME assisted funds,

2 All single family units constructed under this agreement are subject to the recapture provisions set forth in *24CFR 92.254(0)* (5) (ii) *(A)* (3). The recapture provision shall be part of the mortgage.

SECTI0N VI UNIFORM ADMINISTRATIVE REQUIREMENTS

To the extent applicable to a non-governmental recipient of federal funds, the DEVELOPER shall comply with *OMB Circulars A-87, A-1D2, A-110, A-122, A-/33,* as amended, the *Davis-Bacon Act (40 U.S.c. 276a et seq.* I as amended, and as supplemented by *Department of Labor Regulations* (29 *CFR Part* 5, as amended), the *Copeland Anti-Kickback Act* (/8 *USC* 874*), as amended, and as supplemented by *Department of Labor Regulations* (29 *CFR Part 3,* as amended), the *Agreement Work Hours and Safety Standards Act (40 USC* 327 et *seq),* as amended, and as supplemented by *Department of Labor Regulations* (29 *CFR Part* 5, as amended); *Executive Order 11246 (Equal Opportunity),* as amended, and as supplemented by *Department of Labor Regulations (41 CFR, Chapter 60,* as amended); and the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970* (42 *U.S.C.4601 et seq;* as amended and *Section 104(d)* of the *Act),* and in accordance with 24 *CFR Part* 42, as amended.

SECTION VII OTHER FEDERAL REQUIREMENTS

1. Equal Opportunity and Fair Housing: In accordance with the Program Guidelines and *Section* 24 *CFR 92.350* of the HOME Regulations, no person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity funded in whole or in part from HOME funds. In addition, funds must be made available in accordance with the following:

1. The requirements of the *Fair Housing Act* (42 *U.S.C. - 3601-20)* and implementing regulations at 24 *CFR Part 100; Executive Order 11063.* as amended by *Executive Order* 12259 (3 *CFR,* 1958 *B1963 Comp., P. 652* and 3 *CFR, 1980 Comp., P. 307) (Equal Opportunity in Housing)* and implementing regulations at 24 *CFR Part 107;* and of the *Civil Rights Act 00964* (42 *US.* C. *2000d) (Nondiscrimination in Federally Assisted Programs)* and implementing regulations issued at 24 *CFR Part I;*

2. The prohibitions against discrimination on the basis of age under the *Age Discrimination Act of 1975* (42 *U.SC. 6101-07)* and implementing *Regulations* at *24CFR Part 146,* and the prohibitions against discrimination against handicapped individuals under *Section 504* of the *Rehabilitation Act of 1973* (29 *U.S.C.* 794) and implementing regulations at 24 *CFR Part* 8;

3. The requirements of *Executive Order J 1246* (3 *CFR 1964-65, Comp., p.* 3 39) *(Equal Employment Opportunity)* and the implementing, Regulations issued at 41 *CFR Chapter 60;*

4. The requirements *of Section* 3 of the *Housing and Urban Deyelopment Act of 1968. (U.S.C. 1701 u)* that:

I. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with **HOME** funds be given to low- income persons residing within the unit of general local government or the metropolitan area (or non-metropolitan County) as determined by **HUD**, in which the project is located; and

2 To the greatest extent feasible contracts for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan County) as the project; and

(5) The requirements of *Executive Orders 11625* and 12432 (concerning *Minority Business Enterprise)* and *12138* (concerning *Women's Business Enterprise).* The DEVELOPER must make efforts to encourage the use of minority and women business enterprises in connection with HOME-funded activities. The DEVELOPER will cooperate with ACCHC in its minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in the procurement of property and services including, without limitation, real estate firms, construction firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services.

(6) When procuring property, goods and services, the ACCHC may require that the DEVELOPER follow ACCHC procurement procedures which reflect applicable State and local laws and Regulations and which shall conform to applicable Federal law, Regulations and standards. The DEVELOPER shall consult the ACCHC on any procurement to assure conformance with applicable laws, Regulations and standards.

(ii) Equal Access: The DEVELOPER shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

(iii) Non-discrimination: The DEVELOPER agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the DEVELOPER, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

(iv) Affirmative Marketing: The DEVELOPER must adopt affirmative marketing procedures and requirements for HOME-assisted housing containing five (5) or more housing units. Affirmative marketing steps shall consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and shall comply with the requirements and procedures of 24 *CFR 92351* of the Regulations.

(v) Environmental Review: The DEVELOPER will provide information necessary for the ACCHC to determine the environmental effects of each activity carried out with HOME funds in accordance with the provisions of the *National Environmental Policy Act of 1969 (NEPA)* and the related authorities listed in HUDs implementing regulations at 24 *CFR Parts 50* and 58 and shall comply with all requirements and actions for each activity that it carries out with HOME funds, in accordance with the requirements imposed on DEVELOPER under 24 *CFR Part 58.*

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by The City, or a release of funds from the U. S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on The City, determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

(vi) Displacement. Relocation. and Acquisition:

A. The DEVELOPER must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. The DEVELOPER shall consult the ACCHC, prior to proceeding with any project activity with HOME funds that may cause temporary or permanent displacement to assure compliance with appropriate relocation requirements as provided in *Section* 24 *CFR* 92.353 of the Regulations and in accordance with the requirements of the *Uniform Relocation Assistance and Real Property Acauisition Policies Act of 1970 (URA)* (42 *U.S.C. 4201-4655}* and 49 CFR *Part* 24. as amended and the *Fair Housing Act* (42 *U.S.C. 3601-19).* If HOME funds are used in a project, the project is subject to the requirements of the *Housing and Community Development Act of 1974*. This includes the *Section 104 (d)* requirements to provide relocation assistance and replace low -income housing as described at *24CFR 570.606(c) (Entitlement Program).*

B. Real Property Acquisition Requirements. The acquisition of real property for a HOME project is subject to the *URA* and the requirements of 49 *CFR Part* 24. *subpart B.*

(vii) Labor Requirements: *Section* 92.354 of the Regulations requires that any contract for the construction (rehabilitation or new construction) of affordable housing with 12 or more units assisted with funds made available under HOME must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the *Davis-Bacon Act (40 U S.C. 276a-5).* will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such Agreements must also be subject to the overtime provisions, as applicable, to the *Work Hours and Safety Standards Act (40 U.S.C..* 327-332).

The DEVELOPER shall comply with regulations issued under these Acts and with other Federal Laws and Regulations pertaining to labor standards and *HUD Handbook 1344./ (Federal Labor Standards Compliance in Housing and Community Development Programs).* as applicable. The ACCHC shall require certification as to compliance with the provisions of this section before making any payment under such Agreement.

(viii) Lead-based Paint: In accordance with *Section* 24 *CFR* 92.355 of the HOME Regulations as amended, housing assisted with HOME funds constitutes HUD-assisted housing for the purpose of the *Lead-Based Paint Poisoning Prevention Act* (42 *U.S.C.* 4821. e*t seq.) a*nd is, therefore, subject to 24 *CFR Part* 35. Unless otherwise provided, the DEVELOPER shall be responsible for testing and abatement activities.

The DEVELOPER will assure compliance with Federal Regulations in regard to lead-based' paint which Regulations require that applicants, owners, and tenants of HUD-associated housing and rehabilitation projects constructed before 1978 be provided with information on the following: that the property may contain lead-based paint; of the hazards of lead-based paint; of the symptoms and treatment of lead-based paint poisoning; of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards); of the advisability and availability of blood lead level screening for children under seven years of age; and that in the event lead-based paint is found in the property, appropriate abatement procedures may be undertaken,

(ix) Debarment and Suspension: As required by 24 *CFR Part* 24. federal funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor, subcontractor, developer, business, consultant or any entity during any period of debarment, suspension, or placement in ineligibility status.

SECTION VIII REVERSION OF ASSETS

Upon expiration of the agreement, the DEVELOPER will also transfer any remaining unencumbered funds, and any accounts receivable attributable to HOME funds, to ACCI1C for deposit to the HOME INVESTMENT TRUST FUND account, Any interest earned on cash advances from the U.S. Treasury is not program income and shall be promptly remitted to ACCHC for deposit to the HOME INVESTMENT TRUST FUND.

SECTION IX PROPERTY STANDARDS

Newly constructed housing must meet the current edition of 'the, *Model Energy Code* published by the Council of American Building Officials. Substantially rehabilitated housing must meet the cost-effective energy conversation and effectiveness standards in 24 *CFR Part 39.*

SECTION X RECORD-KEEPING, REPORTING, DISCLOSURE & CLOSE-OUT REQUIREMENTS

The DEVELOPER shall maintain records in compliance with the criteria established in Chapter 3, Part 3 of the U.S. Government Office Publication Standards for audit of governmental organizations, programs, activities and functions. Recipients shall comply with the audit standards of OMB Circular No. A-133 and shall maintain applicable administrative and financial records as required in 24 *CFR 92,508,* applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

A Property description and location;

B. Sources and uses of funds documenting each home constructed, using HOME funds;

C. Information about the housing receiving assistance including but not necessarily limited to: Each property's description and location, purchase price and value and documentation that housing purchased with HOME PROGRAM assistance under this agreement meets the affordability requirements in *Section 92.254;*

D. Records regarding project requirements that apply for the duration of the period of affordability (All *of Subpart F of* 24 *CFR);*

E. Documentation that the amount of investment in each housing unit is in compliance with the subsidy requirements in *24CFR 92.205 (e),* median home value limits in 24 *CFR, 92.250:*

P. Documentation of how the estimated value was determined. (Timely Appraisal by Certified appraiser);

G Information about contractors, vendors and other lenders to include but not necessarily limited to verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records and related correspondence. (See: 14 *CFR. Part 24);*

H. Financial information including but not necessarily limited to audits and related correspondence, accounting and financial records, indirect cost analyses and operating budgets;

I. The DEVELOPER shall maintain project records in accordance with *24CFR 92508(3),* that demonstrate that each home assisted home buyer and each housing unit purchased meets the requirements of the HOME PROGRAM including but not necessarily limited to:

A. Information about family members and occupants in the housing being provided assistance including, names, addresses, place of employment, most recent previous address;

B. Household income and documentation of sources of income at time of occupancy (source documents include pay stubs, federal tax returns, Social Security Income statement, retirement check stubs, public assistance check stubs. and other appropriate documentation as required).

1. Other Records to be Maintained: With the exception of environmental review *(24CFR* 92.352) and intergovernmental review *(24CFR* 92.357, the DEVELOPER shall maintain records documenting compliance with other Federal requirements in accordance with *24CFR 92.508* that include the following requirements to the extent applicable to the funded activity:

A. Documentation of efforts to affirmatively further fair housing;

B. If applicable, records documenting compliance with Federal law regarding displacement, relocation and property acquisition in accordance with the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA);* (42 *U.S.C. 4201.4655* and *49 CFR Part 24);*

C Records demonstrating compliance with labor requirements in *Section* 92,354, including contract provisions and payroll records. (This provision is only applicable if more than 11 units are assisted in anyone project);

D. Records concerning lead-based paint (24 *CFR. Part 35).*

E. Records supporting requests for waivers of the conflict of interest prohibition in *24CFR* 92 356 (if applicable);

F.' Records demonstrating compliance with flood insurance requirements under *Section 202 of the* *Flood Disaster Protection Act of 1973* *(42 U.S.C.4106.*

(xi) Records Retention

A. The DEVELOPER shall retain all applicable administrative and project records and records pertinent to other federal requirements, as specified in *24CFR 92.508* of the HOME Final Rule, for a period of five (5) years after the termination of all activities funded under this Agreement. In this context funded activities extend throughout the period of affordability as stipulated in 24 *CFR* 92.254 and *24CFR 92.508 (c)(2).*

B. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after the DEVELOPER has received final payment.

C. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

(xii) Access to Records: The DEVELOPER shall allow unobstructed and full access to records for monitoring by ACCHC and HUD representatives.

(xiii) Reporting: The DEVELOPER shall submit reports to ACCHC on, at minimum, a quarterly basis for the purpose of fiscal tracking and program compliance monitoring, including progress toward meeting project objectives, benchmarks, time-lines, and program outcomes.

(xiv) Privacy Rights: The DEVELOPER understands and agrees that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the ACCHC administration of the DEVELOPERS responsibilities with respect to services provided under this contract, are prohibited unless written consent is obtained from such person receiving service and. in the case of a minor, that of a responsible parent or guardian.

(xv) Close Outs: The DEVELOPERS obligation to ACCHC shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not necessarily be limited to: making final payments, disposing of program assets, preparation of financial records, and determining the custodianship of records.

(xvi) Reversion of Assets: Upon expiration of the agreement, the DEVELOPER, will also transfer any remaining unencumbered funds, and any accounts receivable attributable to HOME funds, to ACCHC for deposit to the HOME INVESTMENT TRUST FUND account Any interest earned on cash advances from the U.S. Treasury is not program income and shall be promptly remitted to ACCHC for deposit to the HOME INVESTMENT TRUST FUND Account.

SECTION XI CONFLICT OF INTEREST

The DEVELOPER agrees to abide by the provisions of 24 *CFR* 92.356 with respect to conflicts of interest, and covenants that neither it's AUTHORITY of Directors or staff has an identity of interest with any person or entities who might benefit directly or indirectly financially from this agreement and that it presently has no financial interest and shall not acquire any financial interest, direct, or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement The DEVELOPER further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the DEVELOPER hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer. or elected official or appointed official of the ACCHC, or of any designated public agencies or entity that are receiving funds under the HOME program.

No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or nonprofit, including a Community Housing Development Organization (DEVELOPER) (when acting as an owner, developer or sponsor) may occupy HOME-assisted affordable housing units in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principle residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project m anager or maintenance worker.

If such conflict as outlined above does exist, DEVELOPER is bound to disclose officially in writing, on DEVELPOERS letterhead, of that conflict prior to execution of this Agreement or if discovered subsequently to disclose such conflict as soon as it is known or occurs. DEVELOPER may request that ACCHC seek an exception on a case-by-case basis in accordance with *24CFR* 92.356.

Exceptions to above requirements are allowed under certain circumstances in accordance with 24 *CFR* 92.356 *(d), (e) and (f)(2).* Requests for exceptions must be made to the ACCHC who depending upon the nature of the exception and the after a determination as to whether the exception request is warranted may render a decision or may seek the approval of HUD to render a decision.

SECTION XII DURATION OF THE AGREEMENT

The Agreement period shall commence upon the execution of this agreement and shall remain in effect for the period of affordability under 24 *CFR* 92.254 of the HOME Program Regulations (a minimum of' twenty (20) years, based on the level of assistance provided per unit cost for the project under this Agreement), and until all Agreement provisions have been satisfied as determined by ACCHC, unless terminated prior thereto in accordance with the provisions of this Agreement.

SECTION XIII AMENDMENTS

The ACCHC and the DEVELOPER may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of both organizations.

SECTION XIV CONDITIONS OF RELIGIOUS ORGANIZATIONS

HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to property to a wholly secular entity and the entity may participate in the HOME program in accordance with the requirements of this part. The entity may be an existing or newly established entity (which may be an entity established, but not controlled, by the religious organization). The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

SECTION XV INDEMNIFICATION AGREEMENT

The DEVELOPER will protect, defend and indemnify ACCHC, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the DEVELOPER'S own employees, and for loss or damage to any property, including property owned or in the care, custody or control of ACCHC in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of DEVELOPER, any subsidiary or any employee, agent or representative of the contractor or any sub-contractor,

SECTION XVI INSURANCE REQUIREMENTS

The DEVELOPER will maintain at its own expense during the term of this Contract, the following insurance:

(i) Commercial General Liability - public liability including premises, products and complete operations.

(I) Bodily injury and property damage combined:
$1,000,000 each occurrence
$1,000,000 aggregate

The policy required under this Agreement shall name the ANNISTON/CALHOUN COUNTY HOME CONSORTIUM, its officers and employees as ADDITONAL INSUREDS.

(ii) Liability Insurance including owned, non-owned and hired vehicles. (1)

Bodily injury liability: $1,000,000 per accident

(iii) Workers Compensation coverage, which provides the benefits required by the Workers Compensation laws of the State of Alabama.

Employers Liability: $1,000,000 each accident
$1,000,000 disease-Each employee
$1,000,000 disease-Policy limit

(iv) Professional Liability

(i) As required per contract

(v) Excess Liability

(i) As specified per contract

PRIOR TO OPERATIONS BEGINNING, DEVELOPER shall provide two (2) copies of a Certificate of Insurance complying with the requirements herein. All insurance policies required under this Agreement:

(I) Must contain an endorsement providing for the insurance company to provide thirty (30) days written notice to the ANNISTON/CALHOUN COUNTY HOME CONSORTIUM prior to cancellation thereof.

(2) General Liability Policy shall name the ANNISTON/CALHOUN COUNTY HOME CONSORTIUM, its officers and employees as ADDITIONAL INSURED.

(vii) Flood Insurance.

Under the *Flood Disaster Protection Act of 1973* (42 *U.S.C.4001-4128),* HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of a project located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazard, unless:

(I) The community in which the project is situated is participating in the National Flood Insurance Program (see 44 *CFR Parts* 59 *through* 79), or less than a year has passed since FEMA notification regarding such hazards; and

(2) Flood insurance is obtained as a condition of approval of the commitment,

(3) The ACCHC shall require and monitor compliance where an area has been identified by FEMA as having special flood hazards then the DEVELOPER shall be responsible for assuring the flood insurance under the National Flood Insurance Program is obtained and maintained. Copies of records pertaining to flood insurance protection shall be provided to the ACCHC upon request

(4) The ACCHC shall require and monitor compliance where an area has been identified by FEMA as having special flood hazards that the DEVELOPER shall be responsible for assuring the flood insurance under the National Flood Insurance Program is obtained and maintained. Copies of records pertaining to flood insurance protection shall be provided to the ACCHC upon request

(viii) No payments will be made to the DEVELOPER until the current certificates of insurance have been received and approved by the ACCHC. If the insurance, as evidenced by the certificates furnished by the DEVELOPER, expires or is canceled during the term of the contract, services and related payments will be suspended. DEVELOPER shall fumish ACCHC with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the ACCHC, at Post Office Box 2168, Anniston, Alabama 36202, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

(ix) Bonding. DEVELOPER shall observe sound business practices with respect to providing such bonding insurance as would provide adequate coverage for activities under this AGREEMENT.

SECTION XVII GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The DEVELOPER will comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the *Americans with Disabilities Act*

SECTION XVIII INTEREST OF DEVELOPER AND ACCHC

The DEVELOPER promises that it has no interest that would conflict with the performance of services required by this contract. The DEVELOPER also promises that, in the performance of this contract. no officer, agent, employee of ACCHC or member of its governing bodies, may participate in any decision relating to this contract which affects his/her persona) interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

SECTION XIX CONTINGENT FEES

ACCHC promises that it has not employed or retained any company or person, other than bona fide employees working solely for the DEVELOPER, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the DEVELOPER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the ACCHC may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the DEVELOPER.

SECTION XX ASSIGNS AND SUCCESSIONS

This contract is binding on ACCHC and the DEVELOPER, their successors and assigns . Neither ACCHC nor the DEVELOPER will assign or transfer its interest in this contract without the written consent of the other.

SECTION XXI TERM

This contract begins on September 24, 2014 and ends of September 24, 2017.

SECTION XXII TERMINATION OF CONTRACT

Either party may terminate the contract without cause by giving thirty (30) days written notice to the other party.

SECTION XXIII ENFORCEMENT OF THE AGREEMENT

ACCHC will enforce its agreement in accordance with 24 *CFR* 85.43, by suspension or termination of the agreement should DEVELOPER fail to comply with any term of the agreement, or for convenience in accordance with 24 *CFR 85.44*.

The DEVELOPER also acknowledges and agrees that it shall be subject to sanctions set forth in HOME Regulation 24 *CFR* 92, if determined to be applicable by the ACCHC.

Choice of Law and Forum: This contract is to be interpreted by the laws of the State of Alabama The parties agree that the proper forum for litigation arising out of this is in County of Calhoun, Alabama

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

THE RIGHT PLACE
FOR HOUSING AND
SUPPORT, INC.

BY:_____

ITS:_____

DATE:

THE CITY OF ANNISTON, AL acting in
its capacity as lead agency for the
ANNISTON/CALHOUN COUNTY HOME
CONSORTIUM

BY:_____

ITS:_____

DATE:

RESOLUTION NUMBER 14-R-___

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

WHEREAS, the Anniston Calhoun County HOME Consortium Board has approved the allocation of HOME funds to Northeast Alabama Community Development Corporation a CHDO, under the HOME Program for the rehabilitation of two units located at 2003 Moore Avenue in Anniston ($58,022.80) and 821 Riddles Farm Road in Calhoun County ($26,581.50) to be used for affordable housing in accordance with HOME regulations; and

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

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

PASSED AND ADOPTED this ____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

_____
Vaughn M. Stewart II, Mayor

_____
Jay W. Jenkins, Council Member

_____
David E. Reddick, Council Member

_____
Seyram Selase, Council Member

_____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

CHDO Agreement
Anniston Calhoun County HOME Consortium

THIS AGREEMENT, entered into this ___ day of September, 2014 by and between the City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama, (hereinafter called the "City") and authorized by the members of the Anniston Calhoun County HOME Consortium to act in a representative capacity for all member units of general local government to assume overall responsibility for the HOME Program and Northeast Alabama Community Development Corporation, a non-profit organization chartered under the laws of the State of Alabama (hereinafter called the "CHDO"). This Agreement shall supersede any and all agreements between these parties.

WITNESSETH:

WHEREAS, the City has entered into an Agreement to receive funds under the HOME Investment Partnership Program (hereinafter call the "HOME" Program) from the U.S. Department of Housing and Urban Development (hereinafter called "HUD"); and

WHEREAS, the City has set aside a portion of its HOME Program funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended, (hereinafter called the "Act"); and

WHEREAS, the City has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92 which sets forth regulations to implement the HOME Program; and

NOW, THEREFORE, the parties hereto do hereby agree as follows: The City hereby allocates $84,604.30 in HOME funds to the CHDO.

A. USE OF HOME FUNDS:

1. The CHDO shall implement projects which meet HOME requirements and conform to the City's Consolidated Plan including the rehabilitation of the following single-family houses for the purpose of providing long-term affordable housing to qualified low-income families:
   a) Rehabilitation of the house located at **2003 Moore Avenue** at a cost not to exceed **$58,022.80.**
   b) Rehabilitation of the house located at **821 Riddles Farm Road** at a cost not to exceed **$26,581.50.**
2. The City may annually allocate HOME funds to the CHDO including all or any part of any CHDO set-aside in amounts determined appropriate by the City to best meet HOME Program objectives.
3. Under HUD guidelines, the allocation of HOME funds to a CHDO may take one or more forms of assistance: Forms of assistance under this Agreement shall include interest bearing loans, non-interest bearing loans and deferred and or forgivable loans not to exceed 20% of invested dollars.
4. The CHDO shall perform the projects or tasks related to its allocation of HOME funds according to the schedule and within the budget outlined in Attachment A. Attachment A is hereby made a part of this Agreement, as it now reads or as it may be modified by the parties.

B. AFFORDABILITY:

1. The CHDO shall ensure that housing it assists with HOME funds meets the affordability requirements of 24 CFR Parts 92 or 94, as applicable.
2. The CHDO shall repay its award of HOME funds in full to the City if the housing does not meet the Affordability requirements for the specified time period.
3. If the CHDO is undertaking rental projects, the CHDO shall establish affordable initial rents and procedures for rent increases.
4. Fair Market Rents (FMR) for the Anniston-Oxford area and HOME income limits for Calhoun County (as listed on the HUD website) will apply on all rental properties.

C. **PROJECT REQUIREMENTS:**

1. The CHDO shall comply with project requirements specified in 24 CFR Subpart F, as applicable in accordance with the type of project assisted.
2. The amount of HOME funds the CHDO may invest on a per-unit basis in affordable housing may not exceed the per unit dollar limits established by HUD.

D. **PROPERTY STANDARDS:**

1. The CHDO shall ensure that the housing meeting the property standards in 24 CFR 92.251 and the lead based paint requirements in 24 CFR 92.355 upon project completion.
2. The CHDO shall maintain rental housing in accordance with the standards in 24 CFR 92.251 for the duration of the affordability period.

E. **AFFIRMATIVE MARKETING:**

1. If a project contains five (5) or more HOME assisted units, the CHDO must take full responsibility for affirmatively marketing the housing.
2. Affirmative marketing steps shall consist of actions to provide information and otherwise attract eligible persons in the housing market to the available housing without regard to race, color, national origin, sex, religion, familial status or disability.

F. **RECORDS AND REPORTS:**

1. The CHDO shall maintain and, at reasonable times and places, make available to the City such records and accounts, including property, personnel, and financial records, the City and/or State and Federal agencies deem necessary to assure a proper accounting for all HOME Program funds.
2. The CHDO shall provide the City with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD.
3. The CHDO shall provide an annual audit report performed in compliance with OMB Circular A-133.
4. The CHDO shall allow the City to conduct monitoring and evaluation activities as determined necessary by the City and HUD.

G. **ENFORCEMENT OF THE AGREEMENT:**

1. The CHDO shall provide a means of enforcement of the affordable housing requirements that may include liens on real property, deed restrictions or covenants running the land.
2. The affordability requirements on rental housing in 24 CFR 92.252 must be enforced by deed restrictions.
3. As specified above, the CHDO shall repay its award of HOME funds in full to the City if the housing does not meet affordability requirements for the specified time period.

H. **REQUESTS FOR DISBURSEMENT OF FUNDS:**

1. The CHDO shall request disbursement of HOME Program funds only on a reimbursement basis.
2. The CHDO may submit to the City a request for reimbursement of project expenses for the preceding calendar month not later than the 5th of every month.
3. The City shall reimburse the CHDO in an amount approved by the City within fifteen (15) calendar days after receipt of a request for reimbursement, except for conditions beyond the City's control.
4. The sum total of the CHDO reimbursement requests during a given year shall not exceed the amount of the agreed upon budget appearing in Attachment A.

I. **DURATION OF THE AGREEMENT:**

1. This Agreement shall be effective on the date of execution and shall remain in effect during the period of affordability required by the Act under 24 CFR Part 92.
2. The Agreement and the provisions herein may be extended to cover any additional time period during which the CHDO remains in control of HOME funds or assets, including program income.

J. **CONDITIONS FOR RELIGIOUS ORGANIZATIONS:**

1. If applicable, the CHDO must meet conditions and limitations for use of HOME funds involving a primarily religious entity.
2. The conditions are specified in 24 CFR Part 92.257.

K. **COMMUNITY HOUSING DEVELOPMENT ORGANIZATION PROVISIONS:**

1. The CHDO shall notify the City in writing of any change in its 501(c)(3) tax exempt status during the specified period of affordability, or any change that alters the organization's certification as a CHDO under 24 CFR Part 92.

L. PROGRAM INCOME DISPOSITION:

1. The CHDO HOME funds will be awarded in the form of a loan to be remitted to the City in full.
2. The City will place alien on the property in the form of a mortgage to be paid monthly to the City until satisfied.

M. CONFLICT OF INTEREST:

1. No employee, agent, consultant, officer, elected official or appointed official of the participating jurisdiction or a member of the Board of Directors of the CHDO who has responsibilities related to the HOME Program or access to "inside" information concerning said program shall obtain a financial benefit pr interest from any HOME Program activity for themselves or those whom they have family or business ties during their tenure or for one year thereafter.
2. The CHDO shall make a good faith effort to assure that this provision is not violated, and that any suspected violations are promptly reported to the City.

N. DEFAULT:

1. It is expressly agreed and understood that the CHDO's designation as a CHDO shall become null and void, at the City's option, in the event the CHDO fails to meet one or more of the criteria for CHDO designation and or fails to develop, sponsor or own one or more housing projects in conformance with 24 CFR Part 92.
2. The City shall notify the CHDO in writing of any such default under this Agreement.
3. The CHDO shall have sixty (6) days after receipt of the written notice of default within which to cure such a default.
4. The CHDO agrees to repay, remit or return to the City any amount of unspent HOME funds provided to the CHDO in the event of a default under the terms of this Agreement.

O. SUSPENSION OR TERMINATION:

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
2. The City may also suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein or announced by HUD.
3. In the event there is probable cause to believe the CHDO is in non-compliance with any applicable rules or regulations, the City may withhold said HOME funds until such time as the CHDO is found to be in compliance by the City, or is otherwise determined to be in compliance.
4. The City shall advise the CHDO in writing what action(s) must be taken for resumption of payments.

P. HOLD HARMLESS:

1. The City shall not be liable for any and all claims, actions, suits, charges, and judgments whatsoever arising out of the performance or non-performance of this Agreement by the CHDO, its employees, officers or agents.
2. The CHDO shall hold harmless, defend and indemnify the City, its officers, agents, and employees from all such claims, actions, suits, charges, and judgments under this Agreement.

Q. AMENDMENTS:

1. The City or the CHDO may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of both organizations.
2. Such agreements shall not invalidate this Agreement, nor relieve or release the City or CHDO from its obligations under this Agreement.
3. The City, may at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons.
4. If such amendment results in a change in HOME funding, a new attachment shall be executed with corresponding changes to the project or tasks, schedule and budget that now appear in Attachment A.

R. **MISCELLANEOUS PROVISIONS:**

1. Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time.
2. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise.

CITY OF ANNISTON, ALABAMA

City Manager: Brian Johnson

Address: Post Office Box 2168
Anniston, AL 36202

NORTHEAST ALABAMA COMMUNITY HOUSING ORGANIZATION (CHDO)

Executive Director: Baron Sandlin

Address: 7 East 13th Street
Liberty Square, Suite 222
Anniston, AL 36201

IN WITNESS WHEREOF, the City of Anniston and the Northeast Alabama Community Development Corporation Have caused this Agreement to be executed by a duly authorized officer of each party and attested on its behalf.

CITY OF ANNISTON

BY:_____

ITS:_____

DATE:_____

NORTHEAST ALABAMA COMMUNITY DEVELOPMENT CORPORATION (CHDO)

BY:_____

ITS:_____

DATE:_____

WITNESSED:

BY:_____

ATTACHMENT A
ANNISTON CALHOUN COUNTY HOME CONSORTIUM CHDO AGREEMENT

CHDO SET-ASIDE ACTIVITIES:

CHDO will be the owner and/or developer

RATE AND TERMS:

Interest rate will be zero percent (0%)
Terms of note shall be 20 years

RENTAL RATE:

High HOME rents: HUD maximum rents, based on the number of bedrooms, for families earning 60% of median income

Establish which utilities will be paid by tenant and subtract the monthly cost from maximum rents.

INCOME ELIGIBILITY OF HOME TENANTS:

Annual income as defined by the IRS for purposes of reporting federal income tax on IRS Form 1040

The annual incomes of tenants in HOME projects must be re-examined each year

The Anniston Calhoun County HOME Consortium must approve all tenants' income prior to occupancy

TENANT LEASE AGREEMENT:

The lease between a tenant and the CHDO must be for not less than one (1) year, unless by mutual agreement between the tenant and the CHDO.

Prohibited lease terms are as listed at 24 CFR 92.253(b). Anniston Calhoun County HOME Consortium must approve lease in advance of use.

INSURANCE:

CHDO will maintain insurance on the property equal to the mortgage amount for the term of the mortgage.

The City of Anniston, Alabama will be listed as the loss payee on the policy.

DEVELOPMENT PRO FORMA:

The Northeast Alabama Community Development Corporation-ARR Single Family Prototype usage of Anniston Calhoun County HOME is incorporated as part of Attachment A

PROPERTY:

CHDO will notify the Anniston Calhoun County HOME Consortium prior to the purchase of any property using HOME funds to ensure compliance with HOME requirements/ regulations.

All property assisted with HOME funds will be used as rental property.

All property assisted with HOM E funds by the CHDO will be completed within a three (3) year period from the date of the Agreement.

NORTHEAST ALABAMA CDC	**CITY OF ANNISTON**
_____	_____
ITS:_____	**ITS:**_____
DATE: _____	**DATE:**_____

THIS INSTRUMENT PREPARED BY:
CITY OF ANNISTON)
STATE OF ALABAMA)
CALHOUN COUNTY)

DECLARATION OF RESTRICTIVE CONVENANT

WHEREAS, Northeast Alabama Community Development Corporation is the owner of the following described real property, commonly known as 2003 Moore Avenue, Anniston AL 36201 (the "Project"), situated in Anniston, Calhoun County, Alabama, to wit:

Lot B, according to the plat of Lindbloms Re-subdivision of Lots 9 & 10 of
Block 259 of Anniston City Land Company, at Plat Book EE Page 88 (Slide #336)

WHEREAS, Northeast Alabama Community Development Corporation hereby declares that the multi-family real property hereinabove described is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, improved and sold as primary residence subject to the rules, regulations and requirements of the HOME Investment Partnership Act, 42 U.S.C. Section 12721 et. seq., as amended, and in force and effect from time to time, and the regulations promulgated pursuant thereto in 24 CFR 92, for a period of 20 years beginning _____ and ending _____.

IN WITNESS WHEREOF, Northeast Alabama Community Development Corporation has hereto set its signature and seal, this _____ day of _____, 2014.

BY_____

ITS_____

CORPORATE

STATE OF ALABAMA)
CALHOUN COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____(name) whose name as _____(title) of _____(company) is signed to the foregoing conveyance, and who is known to me acknowledge before me on this day that, being informed of the contents of conveyance, he, as such officer and full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 2014.

_____
Notary Public

(AFFIX SEAL)

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
CITY OF ANNISTON}
STATE OF ALABAMA}
CALHOUN COUNTY}

DECLARATION OF RESTRICTIVE CONVENANT

WHEREAS, Northeast Alabama Community Development Corporation is the owner of the following described real property, commonly known as 821 Riddles Farm Road, Anniston AL 36207 (the "Project"), situated in Calhoun County, Alabama, to wit:

> Sector 15 Township 16S Range 09E, a parcel in the northwest ¼ sector 15 beginning 400 south of the northwest corner of Sector 15 thence east 140 south 95 west 140 north 95 to point of beginning

WHEREAS, Northeast Alabama Community Development Corporation hereby declares that the multi-family real property hereinabove described is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, improved and sold as primary residence subject to the rules, regulations and requirements of the HOME Investment Partnership Act, 42 U.S.C. Section 12721 et. seq., as amended, and in force and effect from time to time, and the regulations promulgated pursuant thereto in 24 CFR 92, for a period of 20 years beginning _____ and ending _____.

IN WITNESS WHEREOF, Northeast Alabama Community Development Corporation has hereto set its signature and seal, this _____ day of _____, 2014.

BY_____

ITS_____

CORPORATE

STATE OF ALABAMA}
CALHOUN COUNTY}

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____(name) whose name as _____(title) of _____(company) is signed to the foregoing conveyance, and who is known to me acknowledge before me on this day that, being informed of the contents of conveyance, he, as such officer and full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 2014.

_____
Notary Public

{AFFIX SEAL}

My Commission Expires: _____

NORTHEAST ALABAMA CDC

Project Cost Pro Forma/Work Write-up

Property Location: **2003 Moore Avenue**

Program: **Rental Rehab Program**

Feature: Electrical **Existing Condition: Total Rewire to code. Duplex will be converted into a single-family dwelling.**	**Work/Repair to be done:** Entire rewire of the electrical system to code requirements to make entire structure **total electric.** Install light fixtures to include globes throughout house. Install ceiling fans in all bedrooms and living room. Install/Replace inside main panel with 200 AMP. 40 circuit breaker box (larger box if required). Main panel shall have a top main breaker with positive disconnect to entire breaker panel. If an outside distribution panel is used, branch breakers in appropriate sizes will be used for each line service. Redistribute loads as required as per electrical code. ***(If necessary)*** Install 3 cable wire for accessibility and 3 Telephone jacks (LR, 3BDRM, KIT. **NOTE: All wiring new and to meet City Code and performed by a licensed electrician.** **NOTE: All work to be performed in a workmanship-like manner.** **COST: $4,500.00**

Feature: Plumbing **Existing Condition: Plumbing is outdated in entire structure.**	**Work/Repair to be done**: Install and update plumbing to new code. Install supply and drain lines to City code to assure proper draining. Install/reset all toilets. New toilet to be 3 ½ gallon size). Install 2 sinks with vanity Install 2 bathtubs new bath tub and shower complete with silicone caulking (include new fixtures for tub). Install tile around bathtubs and shower. Install 2 new fiber glass tubs Install a 40 gallon electric water heater. Tile Flooring With Cement Board underlay **NOTE: All work to be performed in a workmanship-like manner.** **COST: $7,125.00**
KITCHEN AREA:	**Work/repair to be done**: Install new stainless steel sink in kitchen base cabinet complete with washer less faucet, required traps, supply lines, cut-offs (above floor) and all fittings necessary for a complete installation. Install new oven with Microwave. Install automatic dishwasher machine. Install new cabinets with new wall cabinets, floor cabinet and counter tops. Install a master-cut-off valve to the water supply line. Tile Flooring With Cement Board underlay ***All work to be performed in a workmanship like manner*** **COST: $7,281.00**

Feature: **Heating and Cooling:** **Existing Condition:** **Structure currently has no heating or cooling system. May have used space heaters at one time.** **Run duct work in ceiling**	**Work/repair to be done:** Install a 3-ton central heating and air conditioning system central air conditioning unit with an "A" coil and interconnecting piping, air distribution system, a heating and cooling thermostat. Install a galvanized metal, air distribution system including supply and return trunks, distribution duct work, duct insulation, registers and grills in ceiling. Heating system shall include a five-year warranty for all parts and labor. **SEER 14 or higher Size per 2.5/3.00 with 10-year warranty** **"All materials, equipments, and products need to be approved by the homeowner and project coordinator before use on site.** ***All work to be performed in a workmanship-like manner.*** **COST: $6,000.00**
Feature: Flooring **Existing Condition:**	**Work/Repairs to be made:** Repair any and all damage to flooring throughout house. Replace base boards with like materials. Provide material and labor to carpet all rooms except laundry room, kitchen and bathrooms, which will have ceramic tile. Install new burba carpet in all bedrooms. **"All materials, equipments, and products need to be approved by the homeowner and project coordinator before use on site.** ***All work to be performed in a workmanship-like manner.*** **COST: $4,500.00**

Laundry Room and Deck	Construct an interior 8x10 utility laundry room with entrance leading to a 8x12 deck with lattice. The utility room will have tile flooring and washer/dryer hook up. **All materials, equipments, and products need to be approved by the homeowner and project coordinator before use on site. *All work to be performed in a workmanship-like manner.*** **COST: $7,322.00**
Dumpster, Mailbox, Landscaping, and insurance	Provide material and labor to landscape around front porch. Materials to include but not limited to: shrubbery and mulch. Install a mailbox ***All work to be performed in a workmanship-like manner.*** **COST: $1,600.00**

TOTAL GENERAL PROJECT COST: $52,748.00 + 10%
$58,022.80

DATE: May 5th, 2014

821 RIDDLE FARM ROAD WORK WRITE UP

Owner:	**Northeast Alabama CDC**		
Property Address:	**821 Riddle Farm Road**		
City, State Zip:	**Anniston, Alabama 36207**		
Contact Person:	**Baron T. Sandlin**	P: 256-235-8018	
Contractor Name:		P: 256-310-2362	
Contractor Address:			
Contractor City, State Zip:			
Contractor Tax ID:		Fax#:	

1. Flooring			
A. Kitchen & Bathroom-	*Tile*	$	
B. 2-Bedrooms-	*Berber Carpet*	$	
C. Living Room/ Hallway-	*Laminate*	$	
C. Replacement	Yds. @/Sq.Yd	$	
	Total:	$	**2,840.00**
		$	
2. Interior Paint			
A. Paint Total House:	*Egg Shell*	$	
B. Repair Damage walls and sheetrock		$	
C. Doors/Trims:	*White Semi Gloss*	$	
D. Ceilings:	*Flat White*	$	
E. Other(specify)		$	
	Total:	$	**1,000.00**
4. Exterior Paint			
A. Total House:	*Install Siding*	$	**$2,500.00**
B. Doors Only:	*Install 3*	$	
C. Trim Only:		$	
D. Other(specify)		$	
	Total:	$	**2,500.00**
5. Appliances(describe – Repair/Replace/Type			
A. Vent Hood		$	
B. Disposal:		$	
C. Dishwasher:		$	**$400.00**
D. Oven:		$	**$400.00**
E. Water Heater: *Install shutoff valve at gas line*		$	
F. Refrigerator:		$	**$600.00**
G. Other:		$	
	Total:	$	**1,400.00**
6. Cleaning			
A. Initial Yard Clean:	*Cut and remove dead tree on in front of house. Remove existing plants/ shrubs replanting them 2ft from the house w/ white egg shell rock.*	$	
B. Initial Trash-out:		$	
C. Interior:		$	
D. Sales Clean:		$	
E. Other		$	
	Total:	$	**875.00**
7. Electrical			
A. Breaker or Wiring, Repair/Replace(specify)		$	**$1,500.00**
B. Outlets, switches, switch plates(specify)		$	
C. Clean, ceiling fans(specify)	*Install ceiling 2 fans in 1*	$	

E. Filter(s):		$	
F. Service call/Other(specify)		$	
	Total:	$	2,500.00
9. **Bathroom**			
A. Cabinet Base with Vanity		$	450.00
B. Countertop		$	
C. Toilets		$	150.00
	Total:	$	3,100.00
10. **Roofing**			
A. Total Replacement	Metal	$	$2,500.00
B. Repair Leak(s):		$	
C. Flashing:		$	
D. Decking		$	
E. Gutters		$	
F. Facia/Soffit		$	
G. Other(specify)		$	
	Total:	$	2,500.00
11. **Structural**			
A. Engineering Inspection		$	
B. Grading:		$	
C. Foundation :	*Paint*	$	
D. Other(specify)		$	
	Total:	$	N/A
12. **Carpentry – interior/exterior**			
A. Cabinets		$	1,000.00
B. Counter Tops:		$	300.00
C. Siding Repair/Replace(specify)		$	
D. Exterior Doors		$	
E. Garage Doors		$	
F. Fence(s)		$	
G. Door/Cabinet Hardware:		$	
H. Exterior Trim		$	
I. Windows/Screens(specify)		$	
J. Other(specify)	*Install 8x10 deck*	$	1,200.00
	Total:	$	2,500.00
14. **Other – Be Very Specific**			
A. Mailbox	*Paint and place address lettering*	$	150.00
B. Storage Building	Paint and Install Exterior Door	$	800.00
C. Install double hung vinyl windows		$	2,500.00
F.		$	
	Total:	$	3,450.00

GRAND TOTAL FOR ITEMS 1- 14:	$	24,165.00 +Plus 10% $2,416.50= $26,581.50

Date of Bid:	
Contractor Signature:	
Bid Requested By(NACDC)	

APPROVED BY: _____

APPROVAL DATE: _____

AMOUNT APPROVED

RESOLUTION NO. 14-R-____

A RESOLUTION AUTHORIZING THE MAYOR TO EXEUCTE AN AGREEMENT WITH THE STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION AND THE ALABAMA INDUSTRIAL ACCESS ROAD AND BRIDGE CORPORATION FOR PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION PROJECT FOR INDUSTRIAL ACCESS IMPROVEMENTS TO THE MCCLELLAN INDUSTRIAL PARK

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

Section 1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation and the Alabama Industrial Access Road and Bridge Corporation for Preliminary Engineering, Right-of-Way Acquisition, and Construction Agreement for Project IAR-008-000-014, industrial access improvements on Eglin Avenue from Iron Mountain Road to Goode Road in McCellan Industrial Park to benefit International Automotive in the City of Anniston; which Agreement is before this Council.

Section 2. That this Agreement be executed in the name of the City, by its City Manager, for and on its behalf.

Section 3. That this Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

PASSED AND ADOPTED on this the ____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY:_____
Vaughn M. Stewart II, Mayor

BY:_____
Jay W. Jenkins, Council Member

BY:_____
David E. Reddick, Council Member

BY:_____
Seyram Selase, Council Member

BY:_____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk

AGREEMENT
FOR
PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION

BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF ANNISTON, ALABAMA

Project IAR-008-000-014
Industrial Access Road Improvements on Eglin Avenue from Iron Mountain Road to Goode Road in McClellan Industrial Park to Benefit International Automotive Components in the City of Anniston

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Anniston, Alabama, hereinafter referred to as CITY; in cooperation with the Alabama Industrial Access Road and Bridge Corporation, hereinafter referred to as CORPORATION; and

WHEREAS, it is in the public interest for the STATE, and the CITY to participate in a highway improvement program in cooperation with the CORPORATION, and

WHEREAS, the STATE and CITY desire to cooperate in a preliminary engineering, right-of-way acquisition, and construction program for industrial access road improvements on Eglin Avenue from Iron Mountain Road to Goode Road in McClellan Industrial Park to benefit International Automotive Components in the City of Anniston, Alabama, and

WHEREAS, the described access road qualifies for funding under the legislation creating the Alabama Industrial Access Road and Bridge Corporation.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated

herein do hereby mutually promise, stipulate, and agree as follows:

(1) The CITY will furnish all right-of-way for the above noted improvement Project without cost to the STATE.

(2) The CITY will adjust and/or relocate all utilities on the Project without cost to the STATE.

(3) The CITY will make the survey, complete the plans, and furnish all preliminary engineering for the Project with CITY forces or by consultant without cost to the STATE. Completed original plans will be furnished to the STATE prior to the CITY letting the contract. The CITY shall follow the guidelines for operation for procedure for processing STATE and industrial access funded COUNTY and CITY projects dated June 14, 2011. Said guidelines are attached hereto and made a part of this Agreement.

(4) The CITY will accomplish or cause the work to be accomplished in compliance with all applicable laws, regulations, and requirements.

(5) The CITY will furnish all construction engineering for the Project from CITY forces or by consultant as part of the cost of the Project.

(6) The CITY or CITY's consultant will furnish the necessary inspection and testing of materials when needed as part of the cost of the Project.

(7) The STATE will have general supervision of the Project by making periodic inspections and final acceptance of Project work and the cost therefore will be deemed a part of the Project cost.

(8) Invoices of the CITY for actual cost of work performed will be forwarded to the STATE as work progresses and the CITY will be paid the proportionate share of such cost in proportion to the STATE's prorated portion of total Project cost, to be paid with

CORPORATION funds. Any work authorized before the execution of this Agreement will not be eligible for reimbursement.

(9) The CITY will immediately cause all work on the Project to cease upon notification by the State that the Project work is not being accomplished in accordance with the plans and/or this Agreement. Financial participation by the STATE will be with CORPORATION funds limited to $1,667,200. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Total Estimated CORPORATION Funds	Total Estimated CITY Funds
Construction (including Engineering and Inspection)	$1,667,200	$1,667,200	All Cost in Excess of
TOTAL	$1,667,200	$1,667,200	$1,667,200

It is understood the above is an estimate only and all Project cost in excess of $1,667,200 will be borne and paid by the CITY. In the event the Project work is not completed for any reason, the CITY will refund by payment to the STATE an amount of money equal to the full amount of funds previously paid by the STATE to the CITY.

(10) The Fourth Division of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be point of contact for the CITY.

(11) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE.

(12) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

(13) It is clearly understood by both parties that the STATE does not commit any STATE funds beyond those CORPORATION funds mentioned herein.

(14) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.

(15) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.

(16) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

(17) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

(18) This Agreement may be terminated by the STATE at any time the State Director of

Transportation determines that the owner of the proposed facilities will not locate or expand facilities as previously represented. Such termination will occur upon notice of termination from the Director of Transportation to the other party or parties to this Agreement by registered or certified mail, or by other actual notice by the Director to such party or parties. Upon termination, settlement will be made and paid only for such expenditures made prior to termination and which are found to be equitable and just by the Director of Transportation.

(19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(20) The approved allocation of funds for this Project will lapse if a contract has not been awarded for construction of the Project within twelve (12) months of the date of the funding approval by the Board (June 10, 2015) and the approved allocation will be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

(21) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(22) Exhibit N is attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

_____
City Clerk (Signature)

_____
Type name of Clerk

THE CITY OF ANNISTON, ALABAMA

BY: _____
Mayor (Signature)

_____
Type name of Mayor

APPROVED AS TO FORM:

BY: _____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

_____
Division Engineer, DeJarvis Leonard

_____
Multimodal Transportation Engineer,
Robert J. Jilla

_____
Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

_____
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ____ day of _____, 20 ____.

_____
GOVERNOR OF ALABAMA, ROBERT BENTLEY

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General office of Administrative hearings or where appropriate, private mediators.

RESOLUTION NO. 14-R-_____

A RESOLUTION ADOPTING THE BUDGET FOR FY-2015

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

Section 1. That the budget attached hereto which each Council Member acknowledges having read and reviewed is hereby adopted as the budget for the City of Anniston, Alabama for the Fiscal Year 2015.

Section 2. That the City Manager and the City Clerk shall certify the same as being the budget for the City of Anniston and file the same in the office of the Director of Finance.

Section 3. That said budget so certified shall be reproduced and sufficient copies be made available for use by all offices, departments, boards, and agencies of the City of Anniston and for use of interested persons.

PASSED AND ADOPTED this the _____ day of _____, 2014.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY:_____
Vaughn M. Stewart II, Mayor

BY:_____
Jay W. Jenkins, Council Member

BY:_____
David E. Reddick, Council Member

BY:_____
Seyram Selase, Council Member

BY:_____
Millie Harris, Council Member

ATTEST:

_____
Alan B. Atkinson, City Clerk