

CITY OF ANNISTON
NOVEMBER 21, 2013
6:00 P.M.

INVOCATION (Mayor)

PLEDGE OF ALLEGIANCE (Mayor)

CALL TO ORDER (Mayor)

ROLL CALL (Mayor)

READING/APPROVAL OF MINUTES OF PREVIOUS MEETING (Mayor)

ADDITIONS/DELETIONS TO THE AGENDA

ADOPTION OF AGENDA (Mayor calls for a motion, second, roll call)

UNFINISHED BUSINESS (Mayor)

NEW BUSINESS (City Manager)

I. PUBLIC HEARINGS

- (a) To hear public comments regarding proposed ordinance creating and designating the West Fifteenth Street Historic District.
- (b) To hear public comments regarding proposed ordinance creating and designating the Downtown Anniston Historic District.

II. CONSENT AGENDA

- (a) Authorizing reimbursements to City Officials for expenses incurred while traveling away from the city.
- (b) Declaring a reported condition to be a public nuisance. (Group 27)
- (c) To suspend the rule requiring the City Council to meet on the fourth Tuesday of December 2013.

III. ORDINANCES

- (a) Creating and designating the downtown Anniston Historic District.
First Reading
- (b) Creating and designating the West Fifteenth Street Historic District.
First Reading

IV. RESOLUTIONS

- (a) Authorizing the City Manager to disburse funds for the purpose of recording and production of a music cd for the Cobb Elementary Choir.
- (b) Authorizing the submission of a grant application under the Assistance to Firefighters Program.
- (c) Authorizing the submission of a grant application under the Assistance to Firefighters Program.
- (d) Establishing fees to be charged by the Anniston Police Department for certain services to the public.

V. MOTIONS

- (a) Authorizing Brian Johnson, City Manager to execute an Assignment, Assumption and Modification Agreement between the City of Anniston and Rocco D'Gomez, Assignor and Chandler Scott Wilborn and Wesley Hunter LeCroy, Assignees for the lease of the restaurant at Cane Creek.
- (b) Authorizing Brian Johnson, City Manager to execute an Agreement between Calhoun County 9-1-1 District and the City of Anniston for Fire Dispatch Services.
- (c) Authorizing Brian Johnson, City Manager to execute an Agreement between Calhoun County 9-1-1 District and City of Anniston Police Department for "Backup" Dispatch Co-location.

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

PUBLIC COMMENTS (Mayor)

COUNCIL COMMENTS

ADJOURNMENT (Mayor)

MINUTES

Anniston, Alabama
November 7, 2013

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Thursday, November 7, 2013, at approximately 6:08 o'clock p.m.

Judge Brenda Stedham prayed the Invocation.

Judge Brenda Stedham 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 Reddick made a motion to waive the reading of the minutes of October 22, 2013. 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 October 22, 2013. 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.

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.

Council Member Selase made a motion to approve items (a) authorizing reimbursements to City Officials for expenses incurred while traveling away from the city, (b) authorizing reimbursements to City Manager for relocation expenses and (c) approving the suspension of the rule requiring the Council to meet on the fourth Tuesday of November 2013 and scheduling a Council Meeting for November 21, 2013 at 6:00 p.m. 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 13-O-22. The motion was seconded by Council Member Harris.

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 13-O-22.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 13-O-22.

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 13-O-22 and Council Member Harris' 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 13-O-22, Council Member Jenkins introduced and read by title Ordinance Number 13-O-22 as follows:

(13-O-22, amending Section 7.10 of the City Code setting fees and rates at Edgemont and Hillside Cemeteries)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 13-O-22 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. Unanimous consent of the Council having been granted for the immediate consideration of Ordinance Number 13-O-22 as introduced and read by title, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 13-O-22 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 13-O-22 was passed and adopted.

Council Member Selase made a motion for the unanimous consent of the Council to introduce and read by title Resolution Number 13-R-236. The motion was seconded by Council Member Harris.

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 Resolution Number 13-R-236.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Resolution Number 13-R-236.

On call of the roll on Council Member Selase's motion for the unanimous consent of the Council to introduce and read by title Resolution Number 13-R-236 and Council Member Harris' 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 Resolution Number 13-R-236, Council Member Selase introduced and read by title Resolution Number 13-R-236 as follows:

(13-R-236, authorizing the City Manager to execute the Annual Application for Federal/State Assistance for Fiscal Year 2014 with the State of Alabama Department of Transportation)

Council Member Reddick made a motion for the passage and adoption of Resolution Number 13-R-236 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 and Resolution Number 13-R-236 was passed and adopted.

Council Member Jenkins made a motion for the unanimous consent of the Council to introduce and read by title Resolution Number 13-R-237. 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 Resolution Number 13-R-237.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Resolution Number 13-R-237.

On call of the roll on Council Member Jenkins' motion for the unanimous consent of the Council to introduce and read by title Resolution Number 13-R-237 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 Resolution Number 13-R-237, Council Member Jenkins introduced and read by title Resolution Number 13-R-237 as follows:

(13-R-237, authorizing the expenditure of public funds for the purpose of promoting economic and industrial development within the City of Anniston)

Council Member Jenkins made a motion for the passage and adoption of Resolution Number 13-R-237 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 Resolution Number 13-R-237 was passed and adopted.

Alan Atkinson, City Clerk, advised that copies of the following Bid Fact Sheet had been given to the Council:

(One compact excavator for the Public Works Dept.)

Council Member Reddick made a motion that the bid in the total amount of \$35,350.00 by Cowin Equipment Company for one compact excavator for the Public Works Department be accepted. 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.

Claude and Barbara St. Germaine, 1509 Christine Avenue, addressed the Council concerning the law office that was operating next door to them contrary to the zoning laws for that location. They asked for the Council to resolve this problem.

Mayor Stewart stated the Council could not comment on this situation on advice of legal counsel because of the pending litigation with this situation.

Joey Crews, owner of property at 1501 Christine Avenue, addressed the Council and stated he has to obey the City laws concerning his rental property and the City should enforce the zoning laws on Christine Avenue.

Rick Shea, 1219 Christine Avenue, addressed the Council concerning the zoning laws for Christine Avenue and stated the law office on Christine Avenue was in violation.

C. K. Huguley, Christine Avenue, addressed the Council concerning the zoning laws for Christine Avenue and stated the City needed to correct this problem.

Paul Rilling, Christine Avenue, addressed the Council concerning the zoning problem on Christine Avenue and stated the City had an obligation to uphold the law.

Linda Velca, Christine Avenue, addressed the Council concerning the zoning problem on Christine Avenue and stated the City should rectify the problem.

Jim Klinefelter, 1412 Christine Avenue, addressed the Council concerning the zoning problem on Christine Avenue.

Bruce Downey, City Attorney, addressed the Council and the citizens concerning the zoning issue on Christine Avenue and stated the matter was now in civil court and would be resolved there.

There being no further business to come before the meeting at that time Council Member Selase made a motion the meeting be adjourned. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 7:03 o'clock p.m.

CONSENT AGENDA

RESOLUTION NO. 13-R-___

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

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

CDBG

- a. \$342.58 to Larry Talley while attending National Community Development Association Regional Conference in Columbia, SC from October 28, 2013 thru November 1, 2013.
- b. \$433.40 to Renee Baker while attending National Community Development Association Regional Conference in Columbia, SC from October 28, 2013 thru November 1, 2013.

PASSED AND ADOPTED this ___ day of _____, 2013

**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: _____
Mille Harris, Council Member

ATTEST:

Alan B. Atkinson, City

RESOLUTION NUMBER 13-R-___

A RESOLUTION DECLARING A REPORTED CONDITION TO BE A PUBLIC NUISANCE

WHEREAS, Tana Bryant, an Appropriate City Official, pursuant to Section 34.15 of said Ordinance, has reported to the City Council that conditions exist at see attached (Group 27) 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) (1) of the City of Anniston Ordinance No. 11-O-9 declares the following conditions to be a public nuisance: **overgrown lots 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 _____, 2013.

**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 27 Nuisance Lots

PROPERTY ADDRESS	PPIN #
1300 Haven St	19367
913 Claxton St	19207
0 Claxton St	19310
906 Claxton St	19309
900 Claxton St	19308
1615 Gurnee Ave	19105
1619 Gurnee Ave	20045
2109 McKleroy Ave	2585
1624 Moore Ave	20367
1616 Moore Ave	20365
1605 Moore Ave	19114
1609 Moore Ave	19113
0 Grant Ave #68.001	66189
131 S Allen Ave	66188
312 B St	66078
112 S Leighton Ave	65892
1230 W 17 th St	19987
1612 McDaniel Ave	30191
1630 W 17 th St	19979
1228 W 18 th St	20186
317 Pyle Ave	68689
0 S Christine Ave #1.001	66663
827 S Christine Ave	66664
121 S Allen Ave	66208
108 S Leighton Ave	65893
105 E 29 th St	25093
0 Old Wilmer Ave	25009
2908 Wilmer Ave	25291
403 W 31 st St	26257
3017 Walnut Ave	26024
2931 Walnut Ave	26029
0 Walnut Ave #66.001	26030
2625 Walnut Ave	25785
2929 Walnut Ave	60575
3021 Moore Ave	26034
0 W 27 th St #24.001	25784
818 W 17 th St	20010
0 White Ave #46	19079
1230 White Ave	19366
1228 White Ave	19176
1220 White Ave	19177
1216 White Ave	19349
1202 Crawford Ave	30629
1512 Kelley Ave	19551
911 W 15 th St	19559
909 W 15 th St	19918
907 W 15 th St	19919
0 Kelly Ave #51	19744
1506 Dooley Ave	19556
720-730 Cooper Short St	19427
1628 Gurnee Ave	62482
1536 Moore Ave	19094

ORDINANCES

ORDINANCE NO. 13-0-___

AN ORDINANCE CREATING AND DESIGNATING THE DOWNTOWN ANNISTON HISTORIC DISTRICT

WHEREAS, the Anniston Historic Preservation Commission (hereinafter "the Commission") has advised the City Council that it has conducted a historic survey of Downtown Anniston Historic District, and has conducted a public hearing upon its proposed recommendation to designate the Downtown Anniston Historic District as a local historic district, and

WHEREAS, the City Council has further been advised that the Commission published notices in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama, said notices being not less than 15 days prior to the public hearing and the second notice being not less than 5 days prior to the public hearing, and

WHEREAS, the City Council has further been advised that the commission mailed written notice of the said public hearing to all owners of properties within the proposed historic district, and

WHEREAS, in its October 17, 2013 meeting, the Anniston Historic Preservation Commission approved the proposal for the creation of Downtown Anniston Historic District and has, by resolution, recommended the designation of this area as a historic district to the City Council.

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

Section 1. In accordance with the provisions of Ordinance No. 91-0-18 passed and adopted by the City Council of the City of Anniston on the 24th day of April, 1991, the City Council does hereby designate the following described property within the City of Anniston as a historic district:

The Downtown Anniston Historic District is centered along Noble Street between 9th and 14th Streets and extends eastward to Wilmer Avenue and westward to a former railroad corridor to the west of Walnut Avenue in Anniston, Alabama, and including the following addresses: 11 - 15 10th St. East; 13 - 210 10th St. West; 11 - 29 11th

St. East; 15 – 134 11th St. West; 20 – 30 12th St. East; 19 – 209 12th St. West; 10 – 217 13th St. West; 30 14th St. East; 100 – 231 14th St. West; 1015 – 1023 Atlanta Ave.; 906 – 1311 Gurnee Ave.; 1008 – 1224 Moore Ave.; 900 – 1330 Noble St.; 1200 – 1300 Walnut St.; 1111 Williams St.; and 1108 – 1322 Wilmer Ave.

Section 2. The Anniston Historic Preservation Commission is hereby directed, within 30 days of the adoption of this ordinance to notify the owners of each structure within this designated historic district of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any material change in appearance of their property in accordance with Section IV (C) (5) of Ordinance No. 91-0-18.

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

PASSED AND ADOPTED this the ___ day of November, 2013.

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

ORDINANCE NO. 13-O-___

AN ORDINANCE CREATING AND DESIGNATING THE WEST FIFTEENTH STREET HISTORIC DISTRICT

WHEREAS, the Anniston Historic Preservation Commission (hereinafter "the Commission") has advised the City Council that it has conducted a historic survey of West Fifteenth Street Historic District, and has conducted a public hearing upon its proposed recommendation to designate the West Fifteenth Street Historic District as a local historic district, and

WHEREAS, the City Council has further been advised that the Commission published notices in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama, said notices being not less than 15 days prior to the public hearing and the second notice being not less than 5 days prior to the public hearing, and

WHEREAS, the City Council has further been advised that the commission mailed written notice of the said public hearing to all owners of properties within the proposed historic district, and

WHEREAS, in its October 17, 2013 meeting, the Anniston Historic Preservation Commission approved the proposal for the creation of West Fifteenth Street Historic District and has, by resolution, recommended the designation of this area as a historic district to the City Council.

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

Section 1. In accordance with the provisions of Ordinance No. 91-0-18 passed and adopted by the City Council of the City of Anniston on the 24th day of April, 1991, the City Council does hereby designate the following described property within the City of Anniston as a historic district:

The West Fifteenth Street Historic District is centered along W. 15th Street between Cooper Street and a former railroad corridor to the west of Walnut Avenue in Anniston, Alabama, and including the following addresses: 413-417, 416-420, 430, 504-508, 505-507, 509,

511-515, 518, 520, 530, 600-602, 601, 606, 608-612, 700, 708, and 712 W. 15th Street.

Section 2. The Anniston Historic Preservation Commission is hereby directed, within 30 days of the adoption of this ordinance to notify the owners of each structure within this designated historic district of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any material change in appearance of their property in accordance with Section IV (C) (5) of Ordinance No. 91-0-18.

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

PASSED AND ADOPTED this the ___ day of November, 2013.

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

MINUTES
ANNISTON HISTORIC PRESERVATION COMMISSION
OCTOBER 17, 2013
9:00 A.M.

CALL TO ORDER

Mr. John Valicant, Chairman of the Anniston Historic Commission, called the October 17, 2013 meeting to order at 9:00 a.m. The meeting was held in the Old Council Chambers located at 1128 Gurnee Avenue. Mr. Valicant called for roll to establish a quorum. There were five (5) members present, which constitutes a quorum.

Members Present:

John Valicant
Megan Brightwell
James Willis
Scott Frame
Rick Shea

Members Absent:

Agnes Johnson
Carol Allen

Others Present:

Glenda Carlisle, Secretary
David Schneider, Historic Preservation Consultant
Rose Munford, Advisory Committee

Chairman Valicant acknowledged that Mrs. Carol Allen and Mrs. Agnes Johnson were absent but had given him their proxy

OLD BUSINESS

Public Hearing for Downtown Districts

- Downtown District
- West 15th Street District

A short overview of the public hearing was given by Mrs. Megan Brightwell. Also, there was a notice placed in the Anniston Star requesting public comments in writing concerning the local designation of the two districts. The comments were to be forwarded to the Planning Department office staff.

Mr. David Schneider stated that he felt that the meeting went well, and that a lot of the property owners' questions were answered at the hearing. A short discussion took place indicating that there are two separate designations and that they do not connect.

After a lengthy discussion among the members, it was decided that a Resolution recommending the two designations be sent to the City Council.

With no further discussion, Chairman Valieant called for a motion to approve the two designations for (1) Downtown Anniston and (2) West 15th Street. A motion to recommend approval of the two designations was made by Mrs. Megan Brightwell and seconded by Mr. James Willis. All members present voted YES along with the proxies for Mrs. Allen and Mrs. Johnson. The motion passed unanimously.

NEW BUSINESS

Commissioner Comments

A short discussion took place concerning the status of the Public Notice signs. It was decided that Megan would get with Toby on the status of the proposed signs.

Mr. David Schneider stated that the Strategic Plan process is underway. A short discussion took place concerning the involvement of some of the members on the Committee; it was decided that Chairman Valieant would get with Toby to have some members of the Commission included in the discussion process.

A short discussion also took place concerning the work being done at 921 Noble Street.

Public Comments

None

ADJOURN

With no further discussion the meeting was adjourned at 9:40 a.m.

**Glenda Carlisle, Secretary
Anniston Historic Preservation Commission**

The Spirit of Anniston

Program Meeting

Board Minutes

MINUTES of Spirit of Anniston

Meeting date: October 24, 2013

Call to order: A board meeting of the Spirit of Anniston, was held at Still Midtown Ceramics, Anniston, AL on October 24, 2013. The meeting convened at 8:12am, Vice Chair Johnny Byrd presiding, Tom McNaron secretary.

Welcome and Special Guests: Tammy & Keith Katz- *Owners, Still Midtown Ceramics*; Brian Johnson-*New Anniston City Manager*, Vaughn Stewart-*Mayor*, Toby Bennington-*City Planner*.

Members in attendance: Patrick Adams, Johnny Byrd, Georgia Calhoun, Pete Conroy, Lewis Downing, Tom McNaron, Joseph Munster, Jennie Preston, Ann Welch.

Members not in attendance: John Hall, Maudine Holloway, Marc Jones, Gayle Macolly, Alberta McCrory, Tony Orlowski.

Staff: Betty Carr, Charity Duncan, Dianna Michaels.

Approval of minutes: Tom McNaron made a motion to approve the minutes of September 25, 2013 with a second by Joseph Munster. **Motion Carried.**

Officers' reports:

Treasurer's Report: Tom McNaron presented the Treasurer's Report. Tom McNaron made a motion to approve with a second by Ann Welch. **Motion Carried.**

Standing Committee Reports:

Organization- *Gayle Macolly, chair*

- 1. Board & Bylaws:** Dianna Michaels suggested to table the Board & ByLaws until further review of the mapping system.
- 2. Mission Statement:** Dianna Michaels stated that documents have been provided in the board packet to review the Mission and Vision Statement for further discussion.

Promotion- *Gayle Macolly for John Rogers, Chair*

1. Festivals & Events:

Call for Assistance: Dianna Michaels asked for board members to donate to the festival as well as volunteer.

Economic Restructuring- Joseph Munster, Chair

1. **Downtown Designation Update:** Public Hearing took place on October 3rd, 2013, for the Historical Preservation Commission to vet through questions and concerns. The Downtown District and W. 15th Street has been established as an appropriate area for a Downtown designation. Toby Bennington stated that a Resolution has been made by the City of Anniston. Brian Johnson stated that the ordinance is slated to go to the Mayor and Council. Toby Bennington stressed the importance of a Downtown District. Pete Conroy made a motion to support the resolution and for Dianna Michaels to draft a letter to Downtown Stakeholders showing the support of the Spirit of Anniston as a Downtown District with a second by Tom McNaron. **Motion Carried Unanimously.**
2. **Membership/Partnership:** No report was made.

Old business:

1. **Committee Solidification:** 4-Point approach is included in board packets. Dianna Michaels asked all board members to review for solidification.
2. **Roof Maintenance & Repairs Update:** Dianna Michaels stated that John Hall coordinated the roof repairs for the Spirit of Anniston. John Hall inspected the roof.

New business:

1. **Executive Director's Report:** List of accomplishments have been included in board packets.

General Announcements & Comments:

Happy Birthday! Tom McNaron-October 23rd, Joseph Munster-November 13th, Maudine Holloway-November 24th.

Neewollah on Noble Fall Festival On Noble Street – Saturday, October 26th, 10am – 5pm – Marshall Tucker Band at Zinn Park the night before

Main Street Merchant Speaker Hosted by Main Street Alabama in Gadsden – Tuesday, October 29th, 10am – 5 pm, Speaker Jon Shallert

Veteran's Day Parade Downtown Hosted by the City of Anniston, November 11th

**LIKE US AND FOLLOW US ON FACEBOOK
LISTEN TO & STREAM US LIVE ON THE RADIO – WDNG-AM1450, THURSDAYS AT 11AM**

**November Board Meeting – Wednesday, November 20th – 8:00am
(TBA)**

**December Board Meeting – Thursday, December 12th – noon
(The Victoria Inn)**

Pass the Hat Donation: 20.00

Adjournment: 9:20 a.m.

Minutes Taken by: Charity Duncan

Minutes Approved by Secretary: Tom McNaron

A handwritten signature in black ink that reads "Tom McNaron". The signature is written in a cursive style with a large, sweeping initial "T" and a long, horizontal flourish at the end.

Foundation meeting was called to order at 9:21 am.

Tom McNaron presented the Treasurer's Report for the Foundation. Tom McNaron made a motion to approve with a second by Lewis Downing. **Motion Carried.**

Adjourned Foundation: 9:25am

RESOLUTIONS

RESOLUTION NO 13-R__

**RESOLUTION AUTHORIZING THE CITY MANAGER TO DISBURSE FUNDS
FOR THE PURPOSE OF RECORDING AND PRODUCTION OF A MUSIC CD
FOR THE COBB ELEMENTARY CHOIR**

WHEREAS, choral singing is a thriving and growing form of artistic expression in America involving far more participants than any other performing art; and

WHEREAS, children who sing in choruses have more academic success and life skills including self-confidence and self-discipline according to national studies than non-participating students; and

WHEREAS, the Anniston City Council is committed to the Arts, and specifically, choral singing as an accessible entry point for arts exposure with few economic and cultural barriers; and

WHEREAS, the Cobb Elementary Chorus has established itself as a premiere elementary school choir in the State of Alabama having performed at numerous venues throughout Anniston including Christmas on Noble, St. Michaels Church, Freedom Park and the Botanical Gardens; and

WHEREAS, the Anniston City Council is devoted to sustaining and advancing the Cobb Elementary Choir and ensuring that future generations of Anniston City School students have the opportunity to become a member of a chorus community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama that the City Manager is authorized and directed to disburse a sum not to exceed \$11,160.00, to the Anniston Board of Education for the recording and production of a music CD of the Cobb Elementary Choir, payable from the City of Anniston Education Innovation Fund.

PASSED AND ADOPTED this the __ day of November, 2013.

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

RESOLUTION NO. 13-R-__

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION UNDER THE ASSISTANCE TO FIREFIGHTERS PROGRAM

WHEREAS, the Federal Emergency Management Agency through the Department of Homeland Security has the authority to award grants through the Assistance to Firefighters Grant Program;

WHEREAS, the City of Anniston recognizes the need to modify four of its fire stations for the protection of its firefighters to improve ventilation, sprinkler, and alarm systems as needed.

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

1. that submission of Grant Application under said program is, hereby, authorized;
2. that the City will provide the local matching share of 10% of the project cost;
3. that the Fire Chief and/or his designated representative is authorized to file the Grant Application through the on-line submission process; and
4. that the Fire Chief and Mayor are authorized to sign any and all documents to obtain said grant.

PASSED AND ADOPTED this the ___ day of _____, 2013.

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

RESOLUTION NO. 13-R-__

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION UNDER THE ASSISTANCE TO FIREFIGHTERS PROGRAM

WHEREAS, the Federal Emergency Management Agency through the Department of Homeland Security has the authority to award grants through the Assistance to Firefighters Grant Program;

WHEREAS, the Anniston Fire Department in cooperation with neighboring departments recognize the need to improve 911 communication systems.

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

1. that submission of Joint Grant Application under said program is authorized with Anniston serving as the lead application
2. that the matching share will be provided by Calhoun County 911;
3. that the Fire Chief and/or his designated representative is authorized to file the Grant Application through the on-line submission process; and
4. that the Fire Chief and Mayor are authorized to sign any and all documents to obtain said grant.

PASSED AND ADOPTED this the ___ day of _____, 2013.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION NO. 13-R-_____

A RESOLUTION ESTABLISHING FEES TO BE CHARGED BY THE ANNISTON POLICE DEPARTMENT FOR CERTAIN SERVICES TO THE PUBLIC

WHEREAS, the public requests that certain services be provided by the Anniston Police Department; and

WHEREAS, the Anniston Police Department is willing to provide said services; and

WHEREAS, the Anniston Police Department is requesting that fees be charged to offset the costs of providing the requested services.

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

Section 1. That effective December 1, 2013, that those certain fees more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes shall be charged by the Anniston Police Department for services provided to the public.

Section 2. That all funds received for the aforesaid services shall be used for training and equipment for the Anniston Police Department.

PASSED AND ADOPTED this the _____ day of _____, 2013.

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

EXHIBIT A

TRAFFIC ACCIDENT INVESTIGATIONS
FEE SCHEDULE

Photos 8x10	\$15.00/each
Audio Statement	\$55.00/each
CDR Data	\$110.00/each
Scale Diagram	\$250.00/each
Video Recordings	\$100.00/each
Contact Photo Sheets (Proof)	\$1.00/each
Traffic Accident Investigation Report	\$2.00/page

MOTIONS

**ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT
(Restaurant Lease)**

THIS ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT ("Agreement") is executed and delivered effective as of November 30, 2013 (the "Effective Date") by and between the City of Anniston, Alabama ("City"), Rocco D'Gomez and Sandbagin at Cane Creek, LLC, doing business as Sandbagin at Cane Creek (referred to collectively as "Assignors") and Chandler Scott Wilborn and Wesley Hunter LeCroy (referred to collectively as "Assignees").

WHEREAS, pursuant to the lease agreement executed on September 29, 2011 by and between Assignors and the City (referred to as the "Lease Agreement"), Assignors have agreed, among other things, to lease certain real property, fixtures, equipment and personal property for a term beginning on October 1, 2011 and ending on September 30, 2014, with a two year extension option beginning on October 1, 2014.

WHEREAS, Assignors desire to transfer and assign the Lease Agreement, including all rights and obligations thereunder, to Assignees;

WHEREAS, Assignees desire to accept the transfer and assignment of the Lease Agreement, including all rights and obligations thereunder, from Assignors;

WHEREAS, the City, Assignors, and Assignees wish to execute this Agreement, *inter alia*, to evidence their consent and acceptance of the transfer and assignment from Assignors to Assignees, and to document the modifications to the Lease Agreement;

NOW THEREFORE, for and in consideration of the premises and the considerations provided in the Lease Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of the Lease Agreement. As of the Effective Date, Assignors assign to Assignees, and Assignees assume all of Assignor's rights, duties and obligations of every kind and nature whatsoever, past, present and future, arising directly or indirectly out of the Lease Agreement. From the Effective Date forward, Assignees is and shall be entitled to all of Assignors' benefits and rights under the Lease Agreement.

2. City's Consent. The City hereby consents to the assignment and assumption of the Lease Agreement, as contemplated by this Agreement.

3. Amendments to Lease Agreement.

(a) . Paragraph 1(c), Entitled "Furniture, Equipment, Ect.[,]" shall be amended and restated in its entirety to state as follows:

c. Furniture, Equipment, Ect.: All furniture, fixtures, equipment, appliances, pots, pans, glassware, plates, and utensils, and all other items of personal property, fixtures and equipment for the exclusive uses set forth herein, which shall include, but no be limited to, those items listed on the Cane Creek Restaurant Inventory, jointly completed on October 30, 2013, which is hereby adopted by reference and incorporated herein.

(b) Paragraph 2, entitled "Term[,] " shall be amended and restated in its entirety to state as follows:

2. **TERM:** The initial term of this lease is for a period of five (5) years beginning on the 1st day of October, 2011, and ending on the 30th day of September, 2016, with a two (2) year extension option beginning on the 1st day of October, 2016.

(c) Paragraph 7, entitled "Taxes and Insurance[,] " shall be amended and restated in its entirety to state as follows:

7. **TAXES AND INSURANCE.** Member agrees to be responsible for the payment of all Federal, State, County, and/or City taxes on and for the premises during the term of this lease and to maintain fire and extended coverage insurance for the replacement cost of the improvements located on the above described property. Member further agrees to maintain a public liability insurance policy at all times during the term of this lease with coverage not less than \$300,000 per person and \$1,000,000 per occurrence for injury to person or property and to name the City of Anniston as an additional insured under the policy. Member further agrees to maintain a liquor liability policy at all times during the term of this lease with coverage not less than \$100,000 per person and \$300,000 per occurrence for injury to person or property and to name the City of Anniston as an additional insured under the policy. Certified copies of all such policies shall be provided to the City of Anniston upon entering into this lease agreement and upon any renewal of the policies. Member shall pay the cost of all the aforesaid taxes and insurance.

(d) Paragraph 9, entitled "Premises and Equipment[,] " shall be amended and restated in its entirety to state as follows:

9. **PREMISES AND EQUIPMENT:** Lessor agrees to remain responsible for the maintenance and repair of the roof and all exterior glass of the premises and to maintain and repair all common areas of the premises, including the restrooms, sidewalks, parking lot and common lobby of the premises. Member agrees to maintain and, repair, all kitchen appliances and equipment, heating and air condition units, carpet and flooring, interior plumbing of the restaurant establishment and all furniture, utensils, locks, fire suppression equipment, decorations and

interior fixtures of the restaurant premises during the term of this lease. Member agrees to pump and clean the restaurant grease trap by a professional contractor, at Member's expense, no less than once every three (3) months. Member covenants and agrees to keep the premises in a neat and orderly condition and to maintain the restaurant and patio in a state of cleanliness, free of debris and mold, and to provide for monthly pest control services on the premises. Member further covenants and agrees to obtain the approval and consent of the Lessor for all improvements or decorations made to the premises by the Member.

(e) Except as specifically set forth in this Agreement, all of the terms of the Lease Agreement shall remain in full force and effect. and together with these amendments, shall binding upon the parties hereto.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first written above.

CITY OF ANNISTON, ALABAMA

By: _____
Brian Johnson, City Manager

ATTESTED:

ASSIGNORS

Rocco D'Gomez

By: _____
Sandbagin at Cane Creek, LLC,

ATTESTED:

ASSIGNEES

Chandler Scott Wilborn

Wesley Hunter LeCroy

ATTESTED:

CANE CREEK RESTAURANT INVENTORY

(Jointly completed Monday, October 30, 2013)

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Adding Machine	1
Alabama State Flag	1
American Flag	1
Ashtray (green plastic)	12
Chairs Beige (overstuffed)	2
Bins (plastic)	4
Bookshelf w/5 shelves (wood)	1
Bowls (6")	13
Bowls (small)	4
Broom	1
Buckets (plastic clear)	2
Butter Plates	23
Cabinet (stainless steel)	1
Cabinet (metal w/5 shelves) 18" x 3'	5
Cash Register	1
Chaffing Dish Burners	4
Chaffing Dish (round w/lid)	1
Chaffing Dish (12 x 20 w/lids stainless)	6
Chairs (padded)	3
Cheese Shredder	1
Cheese Warmer	1
Cleaning Cart	1
Coffee Maker	1
Coffee Warmer (2 warmers)	1
Colander	2
Computer Desk (small)	1
Computer Table Side	1
Cookie Sheets (18" x 24")	4
Couch (overstuffed)	1
Couch Table	1
Dining Chairs	100
Dipper (large)	1
Dipper (medium)	4
Dipper (small)	2
Dust Pan	1
End Table	3
Extension Cord (100 ft)	2
File Cabinet w/4 drawer (18" x 40")	1
File Cabinet w/3 drawers (wood)	1
Forks	131

Gallery Trays (18" Diam Stainless Steel)	2
Glasses, plastic 16 oz	38
Chairs (golf pattern overstuffed)	2
Golfer Table Lamp	2
Hand Truck	1
High Chairs (plastic)	3
Ice Container	1
Ice Machine	1
Knives	101
Metal Shelf (6 ft w/6 shelves)	1
Microwave	1
Mirror	1
Mop Bucket	1
Oven (convection)	1
Oven (warming)	1
Padded Chair on wheels	1
Pan (stainless steel 12" x 6")	2
Pan (stainless steel 10" x 12")	4
Pan (stainless steel 12" x 24")	2
Pan (stainless steel 6" x 6")	6
Pan (stainless steel 12" x 18")	4
Pepper Shakers	22
Plant Stands (2 ft)	2
Plant Stands (4 ft)	2
Plastic Silverware Holder	2
Plates (8")	68
Plates (9")	48
Plates (12")	57
Pots (for cooking)	5
Racks (dishwasher)	7
Chairs (red overstuffed)	2
Refrigerator (30" x 30")	1
Refrigerator	1
Refrigerator (60" x 30" w/prep area)	1
Safe	1
Salt Shakers	22
Sconces	2
Scoops (ice cream)	3
Serving Tray	8
Serving Tray (12" diam stainless steel)	2
Shelves (overhead)	1
Short Plant Stand	1
Sieve	1

**AGREEMENT BETWEEN
CALHOUN COUNTY, ALABAMA 9-1-1 DISTRICT
AND
CITY OF ANNISTON, ALABAMA FOR,
FIRE DISPATCH SERVICES**

This Fire Dispatch Services Agreement, hereinafter the "Agreement," is made by and between the Calhoun County 9-1-1 District, whose address is 507 Francis Street West, Jacksonville, Alabama 36265, hereinafter "CC911," and the City of Anniston, a municipality organized under the laws of the State of Alabama, hereinafter the "CITY".

WITNESSETH:

WHEREAS, the CITY has sought to provide the most efficient, cost-effective professional fire telecommunications and radio dispatch services for the benefit of the citizens located within its jurisdiction; and

WHEREAS, the CITY recognizes the substantial costs of independently providing and maintaining professional fire telecommunications and radio dispatch services 24 hours per day, seven days per week and 365 days per year, every year; and

WHEREAS, the CITY wishes to minimize the costs associated with continually providing professional fire telecommunications and radio dispatch services government for the benefit of its citizens and taxpayers; and

WHEREAS, the CITY desires that CC911 provide and maintain professional fire telecommunications and radio dispatch services for the jurisdiction of the CITY; and

WHEREAS, CC911 possesses the legal authority and powers necessary to establish, operate, maintain, and replace an emergency communication system pursuant to Code of Alabama 1975 §11-98-4(f), as amended; and,

WHEREAS, CC911 is willing to augment its telecommunications staff to provide such services to the CITY for the benefit of the citizens located within its jurisdiction; and,

WHEREAS, CC911 is allowed by law to enter into contracts or agreements with public or private safety agencies for dispatch services when such terms, conditions, and charges are mutually agreed, pursuant to Code of Alabama 1975 §11-98-4 (f)(6), as amended;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, CC911 and the CITY agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated

herein by reference.

2. **Dispatch Services: Fee.** CC911 shall provide to the CITY competent professional fire telecommunications and radio dispatch services within and throughout the jurisdiction of the CITY under the authority given CC911 by the laws of the State of Alabama, by providing fire department dispatch services each day of the year on a twenty-four (24) hour per day basis. In exchange for CC911 providing professional fire telecommunications and radio dispatch services to the CITY, the CITY shall pay a fee to CC911 in the total amount of \$179.46 for each day or \$65,500 per year, whichever is less, for the duration of this Agreement.

3. **Term of Agreement: Payment.** Upon execution by both parties, this Agreement shall become effective on the 9th day of December, 2013 and shall continue for 295 days until the 30th day of September, 2013. On the 1st day of October, 2014, this Agreement will automatically renew and shall be effective for one (1) year. Thereafter, consecutive one (1) year renewals of the Agreement shall be automatic on the 1st day of October of every year, under the same terms and conditions, unless either party terminates this Agreement as provided herein. The CITY will, upon commencement and with each subsequent annual renewal of this Agreement, remit advance payment for the full amount due within 30 days of the current and any future effective date(s), such "effective date" being the first day of the original agreement and each successive renewal term as described above.

4. **Termination.** Either party may terminate this Agreement at any time upon providing the other party with at least six (6) months written notice.

5. **Appointment of Personnel.** CC911 shall provide adequate and professional services as they see fit and proper. The CITY shall not be required to assume any liability for direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities of employment to any personnel of CC911 performing the services, duties and responsibilities pursuant to this Agreement for the benefit of the CITY and its residents.

6. **Performance of Services.** CC911 shall have and maintain the responsibility and control for the rendering of all fire dispatch services on behalf of the CITY, with such duties and responsibilities described and contemplated in this Agreement. Nothing in this Agreement shall be construed to mean that the CITY is contracting away any authority to which it may otherwise be entitled.

7. **Sovereign Immunity.** The parties agree that nothing contained herein shall in any way waive the sovereign immunity that they are presently entitled to under the Constitution and Statutes of the State of Alabama. The parties agree that the CITY'S determination to provide fire dispatch services pursuant to this Agreement is an exercise of the legislative planning function of the CITY and that at no time shall the CITY exercise any specific operational control over the activities of any of the telecommunicators, dispatchers, their supervisors, or other personnel of CC911 nor shall the CITY perform or undertake any acts that

are over and above a planning level function with regard to the administration of fire department dispatch services within the CITY during the term of this Agreement.

8. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9. **Failure to Supply.** Neither party, nor its employees, contractors, officers or directors, as the case may be, will be liable for delays or failures in performing any services or other obligations hereunder to the extent arising out of or resulting from failure to supply or perform any such services. Although both parties agree to endeavor to guard against any loss or damages as a result of the Failure to Supply, neither party nor any of its employees, contractors, officers or directors will be responsible for any such failure, or other act(s) or omission(s). Both parties, to include their employees, personnel or volunteers, agree to indemnify and hold harmless the other party, its employees, contractors, officers and directors, against any claim made by any said party, and against all loss, damage, costs and expenses they, or any of them suffer, incur or are put to that is attributable to the supply or failure to supply any services or other obligations of this Agreement.

10. **Liability Insurance for Official Acts.** The personnel appointed and employed by CC911 shall be covered by appropriate insurance coverage(s) which are retained by CC911.

11. **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto shall be governed both procedurally and substantively and construed according to the laws of the State of Alabama. The parties further agree that jurisdiction and venue regarding the rights and obligations of either party under this Agreement shall be in the appropriate court in and for Calhoun County, Alabama.

12. **Notices.** All notices, demands, or other writings required, made or sent in this Agreement, or which may be given or made or sent by either party to the other, shall be deemed to have fully been given or made or sent which in writing and addressed as follows:

CC911

Executive Director
507 Francis St W
Jacksonville, AL 36265

CITY

City Manager
P.O. Box 2168
Anniston, Alabama 36202

All notices required or which may be given hereunder shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the

notice was picked up by the overnight letter delivery company.

The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filing of notice hereunder.

13. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the formality and of equal dignity as this Agreement.

14. **Entire Agreement.** The document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. **Prior Agreements.** Any and all prior agreements between the parties related to Fire Dispatch Services are hereby terminated upon the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dated under each signature. The CITY, through its duly authorized representative, and by Chairman Mike Fincher, Calhoun County 9-1-1 Board of Commissioners, authorized to execute the same by the Board on the _____ day of _____, 2013.

CITY:

[Signature] Date

By: _____
[Printed Name]

Its: _____
[Title/Position]

CALHOUN COUNTY 9-1-1 DISTRICT (CC911):

[Signature] Date

By: _____
[Printed Name]

Its: _____
[Title/Position]

**AGREEMENT BETWEEN
CALHOUN COUNTY, ALABAMA 9-1-1 DISTRICT
AND ANNISTON POLICE DEPARTMENT
CITY OF ANNISTON, ALABAMA FOR
BACKUP DISPATCH CO-LOCATION**

This Backup Dispatch Co-Location Agreement, hereinafter the "Agreement," is made by and between the Calhoun County 9-1-1 District, whose address is 507 Francis Street West, Jacksonville, Alabama 36265, hereinafter "CC911," and the Police Department of the City of Anniston, a municipality organized under the laws of the State of Alabama, hereinafter the "APD".

WITNESSETH:

WHEREAS, CC911 has maintained a "Backup" Dispatch Center at its former location of 110 East 15th Street, Anniston, Alabama; and

WHEREAS, CC911 desires to maintain a "Backup" location without the added burden and overhead of its former location; and

WHEREAS, APD possesses sufficient space in its existing communications center to allow CC911 to utilize such space to maintain four dispatch and/or telecommunicator positions on an "as-needed" basis; and

WHEREAS, APD is willing to allow CC911 to establish up to four (4) dispatch console positions inside the APD communications center; and

WHEREAS, CC911 is allowed by law to construct, enlarge, equip, improve, maintain, and operate all aspects of an emergency communication system, pursuant to Code of Alabama 1975 §11-98-4 (f)(3), as amended;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, CC911 and the APD agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein by reference.

2. **Dispatch Co-Location.** CC911 shall relocate its geo-diverse, redundant phone switch and related backup data servers to APD for housing within their secure facility equipped with an emergency power system and space in its network room adequate to house the CC911 computer equipment. APD has four (4) vacant dispatch and/or telecommunicator positions within their communications center, which will be outfitted with CC911 dispatch consoles such that CC911 could move its operations to APD should the CC911 primary facility

became inoperable. CC911 will provide the dispatch consoles for activation at the available dispatch and/or telecommunicator positions, which APD can utilize at its discretion, in exchange for CC911 utilizing such dispatch and/or telecommunicator positions should the need arise. CC911 shall notify APD immediately upon determining a need for utilizing the backup dispatch and/or telecommunicator positions and shall be provided access thereto without delay. APD agrees to vacate any or all of the four (4) dispatch and/or telecommunicator positions being utilized by APD in order to afford access to CC911 until such time as the need for use of such backup dispatch and/or telecommunicator positions has passed. CC911 agrees to vacate such positions once the need for such backup dispatch and/or telecommunicator positions has ceased. APD agrees to allow CC911, its personnel, vendor(s) or contractor(s) as the case may be, to access its secure facility such that CC911 can install and operate its equipment pursuant to the terms and conditions of this agreement.

3. **Term of Agreement.** Upon execution by both parties, this Agreement shall become effective on the date of the last signature being affixed thereto. On the 1st day of December, 2013, this Agreement will automatically renew and shall be effective for one (1) year. Thereafter, consecutive one (1) year renewals of the Agreement shall be automatic on the 1st day of October of every year, under the same terms and conditions, unless either party terminates this Agreement as provided herein.

4. **Termination.** Either party may terminate this Agreement at any time upon providing the other party with at least six (6) months written notice.

5. **Sovereign Immunity.** The parties agree that nothing contained herein shall in any way waive the sovereign immunity that they are presently entitled to under the Constitution and Statutes of the State of Alabama.

6. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

7. **Failure to Supply.** Neither party, nor its employees, contractors, officers or directors, as the case may be, will be liable for delays or failures in performing any services or other obligations hereunder to the extent arising out of or resulting from failure to supply or perform any such services. Although both parties agree to endeavor to guard against any loss or damages as a result of the Failure to Supply, neither party nor any of its employees, contractors, officers or directors will be responsible for any such failure, or other act(s) or omission(s). Both parties, to include their employees, personnel or volunteers, agree to indemnify and hold harmless the other party, its employees, contractors, officers and directors, against any claim made by any said party, and against all loss, damage, costs and expenses they, or any of them suffer, incur or are put to that is attributable to the supply or failure to supply any services or other obligations of this Agreement.

8. **Liability Insurance for Official Acts.** Any and all personnel appointed and employed by CC911, utilizing the backup stations, shall be covered by

appropriate insurance coverage(s) which are retained by CC911.

9. **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto shall be governed both procedurally and substantively and construed according to the laws of the State of Alabama. The parties further agree that jurisdiction and venue regarding the rights and obligations of either party under this Agreement shall be in the appropriate court in and for Calhoun County, Alabama.

10. **Notices.** All notices, demands, or other writings required, made or sent in this Agreement, or which may be given or made or sent by either party to the other, shall be deemed to have fully been given or made or sent which in writing and addressed as follows:

CC911

Executive Director
507 Francis St W
Jacksonville, AL 36265

APD

Anniston Chief of Police
P.O. Box 2168
Anniston, Alabama 36202

All notices required or which may be given hereunder shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filing of notice hereunder.

11. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the formality and of equal dignity as this Agreement.

12. **Entire Agreement.** The document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURES WILL APPEAR ON THE NEXT PAGE FOLLOWING

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dated under each signature. The APD, through its duly authorized representative, and by Chairman Mike Fincher, Calhoun County 9-1-1 Board of Commissioners, authorized to execute the same by the Board on the _____ day of _____, 2013.

ANNISTON POLICE DEPARTMENT (APD):

[Signature] _____
Date

By: _____
[Printed Name]

Its: _____
[Title/Position]

CALHOUN COUNTY 9-1-1 DISTRICT (CC911):

[Signature] _____
Date

By: _____
[Printed Name]

Its: _____
[Title/Position]