CITY OF ANNISTON  
MARCH 6, 2018  
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

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.

III. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

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

IV. UNFINISHED BUSINESS
V. CONSENT AGENDA

(a) Resolution over-ruling objections to the abatement of identified nuisances. Group 2018-01 Grass & Debris
(b) Resolution over-ruling objections to the abatement of identified nuisances. Group 2018-01 Vehicles & Debris
(c) Resolution over-ruling objections to the abatement of identified nuisances. Group 2018-01 Pools
(d) Resolution authorizing the Mayor to enter into an Agreement with ALDOT for the maintenance of traffic control signals at the U.S. 431 and Intersection of Choccolocco Road/Coleman Road in the City of Anniston, Alabama.
(e) Resolution to request an Advisory Opinion from the Office of the Attorney General regarding the appointment of the Municipal Court Prosecutor, Public Defender, and Alternate Prosecutors and Defenders.
(f) Motion to approve sponsorship of Anniston Runners Club in the amount of $3,000.00.
(g) Motion to waive the rental fee for use of the City Meeting Center for The Legacy Club on May 21, 2018.
(h) Motion to waive the rental fee for use of the City Meeting Center for the Calhoun County Chamber of Commerce School Board Forum on April 26, 2018.

VI. ORDINANCES

(a) Enacting Chapter 4, Article VI of the Code of Ordinances of the City of Anniston. 2nd Reading

(b) Authorizing bike sharing services agreement with Neutron Holdings, Inc.

VII. MOTIONS

(a) To approve a Retail Beer (Off Premises Only), Retail Table Wine (Off Premises Only) application for Roco Food Mart, Inc., d/b/a Roco Food Mart located within the city limits at 280 E. Glade Road, Unit D.

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

COUNCIL COMMENTS

ADJOURNMENT
Anniston, Alabama
February 20, 2018

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 Tuesday, February 20, 2018, at approximately 5:31 o’clock p.m.

Benjamin Little, City Councilman, prayed the Invocation.

Benjamin Little, City Councilman, led the Pledge of Allegiance to the Flag.

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

Cory Salley, Interim City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Jenkins made a motion to waive the reading of the minutes of February 6, 2018. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nay: none. The motion carried.

Council Member Jenkins made a motion to approve the minutes of February 6, 2018. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Council Member Reddick made a motion to approve the Agenda. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion was carried.

Mayor Draper read a Proclamation regarding World Spay Day, which is a campaign of the Humane Society of the United States, the Humane Society International, and the Humane Society and Veterinarian Medical Association that advocates the spaying or neutering of pets. Veterinarians, National and local animal protection organizations and private citizens will work together to advocate the spaying and neutering of pets for the designation of last Tuesday in February each year. The City Council of the City of Anniston, Alabama proclaims February 27, 2018 as World Spay Day in the City of Anniston, Alabama.

Mayor Draper read a Mayoral Proclamation regarding Arbor Week. Everyone in the City of Anniston benefits either directly or indirectly from trees and forest lands. Trees provide oxygen, purify the air, and play an important role in the water cycle. Well-maintained city trees benefit present and future generations, therefore Jack Draper, Mayor of the City of Anniston, Alabama proclaims the week of February 19-23, 2018, as Arbor Week and encourages citizens to participate in tree planting activities during this week.

Robert Sterling, 65 Oak Hill Lane, something needs to be done regarding the requirements for tenants moving out of a residence.
Council Member Jenkins introduced Brett Rothwell, his nominee, for the Anniston Water Works and Sewer Board.

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

(a) Resolution authorizing reimbursements to the City Manager candidate for expenses incurred while traveling to interview. *(Resolution 18-R-8)*
(b) Resolution appointing member(s) to the Anniston Water Works and Sewer Board. *(Resolution 18-R-9)*
(c) Resolution declaring a reported condition to be a public nuisance. Group 2018-01 Grass & Debris *(Resolution 18-R-10)*
(d) Resolution declaring a reported condition to be a public nuisance. Group 2018-01 Vehicles & Debris *(Resolution 18-R-11)*
(e) Resolution declaring a reported condition to be a public nuisance. Group 2018-01 Pools *(Resolution 18-R-12)*
(f) Motion to approve sponsorship of Anniston Runners Club in the amount of $3,000.00.
(g) Motion to waive the rental fee for use of the City Meeting Center for the Learning Tree’s “Aces for Autism” Gala April 27-28, 2018.
(h) Motion to waive the rental fee for use of the City Meeting Center for Anniston High School Father/Daughter dance on March 9, 2018.

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

Council Member Harris made a motion to read by title only, Ordinance 18-O-2. The motion was seconded by Council Member Jenkins; Mayor Draper called for a public hearing on the introduction reading of the Ordinance 18-O-2: An Ordinance enacting chapter 4, Article VI of the Code of Ordinances of the City of Anniston by title only; The public hearing opened; no one spoke; the public hearing was closed. And on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Cory Salley, Interim City Manager, introduced and read Ordinance Number 18-O-2: An Ordinance enacting chapter 4, Article VI of the Code of Ordinances of the City of Anniston by title only and with a brief overview, which is it creates a certified animal control officer, it will allow the certified animal control officer to issue civil citations for violations of local animal control laws. Will be taken up and voted on at the March 6, 2018, city council meeting.

Council Member Jenkins stated to go out and get a tree Thursday to participate in Arbor Week. Recognized Mr. Alan with the Boy Scouts of America getting part of his merit badge requirements tonight.

Council Member Reddick recognized a high school student who is job shadowing. Thanks for being here and letting him serve as councilman.

Council Member Little echoed the concerns regarding rental properties. Still need a letter to Northfolk Southern because they are still blocking crossings and causing problems.
Council Member Harris wanted to thank the Council for the resolution for proclaiming World Spay Day. The city of Anniston has a terrible animal issue with unwanted pets. Education and spay and neutering seem to be the way to solve the problem. April 14, 2018 is the City of Anniston’s clean-up day at 9:00am, and also they have noticed an increase in the amount of litter around the city and on the bypass.

Mayor Draper wanted to thank everyone for their attention engagement in tonight’s City Council Meeting. Also, he wanted to remind everyone of the free tree giveaway on Thursday February 22, 2018, from 11:30-1:30pm in partnership with Alabama Power at Zinn Park.

There being no further business to come before the meeting at that time Council Member Reddick 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, Little, Harris and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 5:59 o’clock p.m.
Anniston, Alabama
February 23, 2018

The City Council of the City of Anniston, Alabama, met in Special Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Friday, February 23, 2018, at approximately 12:10 o’clock p.m.

Shane Denham, Police Chief, prayed the Invocation.

Shane Denham, Police Chief, led the Pledge of Allegiance to the Flag.

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

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

Cory Salley, Interim City Manager, introduced and read Resolution 18-R-13

RESOLUTION NUMBER 18-R-13

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE CITY MANAGER OF THE CITY OF ANNISTON

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

Section 1. That Jack Draper, Mayor of the City of Anniston be and he is hereby authorized, directed and empowered for and in the name of the City of Anniston to execute an Employment Agreement for the City Manager of the City of Anniston, a copy of which has been reviewed by the Council.

Section 2. That Skyler Bass, City Clerk of the City of Anniston be and she is hereby directed to attest to the Mayor’s execution of said agreement and to affix the Seal of the City thereto.

PASSED AND ADOPTED this the 23rd day of February, 2018.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

By:/s/ Jack Draper, Mayor

By:/s/ Jay W. Jenkins, Council Member

By:/s/ David E. Reddick, Council Member

By:/s/ Benjamin L. Little, Council Member

By:/s/ Millie Harris, Council Member
Council Member Jenkins made a motion for the passage and adoption of Resolution Number 18-R-13 as introduced and read and Council Member Little’s second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; The motion carried and Resolution Number 18-R-13 was passed and adopted.

There being no further business to come before the meeting at that time Mayor Draper made a motion the meeting be adjourned. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 12:13 o’clock p.m.
CONSENT AGENDA
RESOLUTION NUMBER 18-R-__

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

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

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

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

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

PASSED AND ADOPTED this the 6th day of March 2018.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: ________________________________
    Jack Draper, Mayor

BY: ________________________________
    Jay W. Jenkins, Council Member

BY: ________________________________
    David E. Reddick, Council Member

BY: ________________________________
    Benjamin L. Little, Council Member

BY: ________________________________
    Millie Harris, Council Member

ATTEST:

_______________________________
Skyler Bass, City Clerk
### Exhibit “A”

**Group 2018-01 Grass & Debris**

<table>
<thead>
<tr>
<th>Address</th>
<th>PPIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1017 Cynthia Crescent</td>
<td>22360</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>1739 Homarda</td>
<td>22422</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>0 Ferron</td>
<td>30887</td>
<td>Weeds</td>
</tr>
<tr>
<td>1830 Rocky Hollow</td>
<td></td>
<td>Weeds</td>
</tr>
</tbody>
</table>
RESOLUTION NUMBER 18-R--

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

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

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

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

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

PASSED AND ADOPTED this the 6th day of March 2018.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: ______________________________
    Jack Draper, Mayor

BY: ______________________________
    Jay W. Jenkins, Council Member

BY: ______________________________
    David E. Reddick, Council Member

BY: ______________________________
    Benjamin L. Little, Council Member

BY: ______________________________
    Millie Harris, Council Member

ATTEST:

_______________________________
Skyler Bass, City Clerk
Exhibit “A”

Group 2018-01 Vehicles & Debris

<table>
<thead>
<tr>
<th>Address</th>
<th>PPIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>430 Constantine Ave</td>
<td>64250</td>
<td>Debris and vehicles: Black Volvo S80 tag: 11FF450, Black Chevrolet tag: unknown, Champagne and gray 4-door sedan tag: unknown</td>
</tr>
<tr>
<td>125 Dobbins Street</td>
<td>66851</td>
<td>Debris and vehicle: Black sedan tag: unknown</td>
</tr>
<tr>
<td>1119 Cobb Ave</td>
<td>19118</td>
<td>Black Nissan Altima Tag:11FT276</td>
</tr>
</tbody>
</table>
RESOLUTION NUMBER 18-R—

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

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

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

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

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

PASSED AND ADOPTED this the 6th day of March 2018.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: ________________________________
    Jack Draper, Mayor

BY: ________________________________
    Jay W. Jenkins, Council Member

BY: ________________________________
    David E. Reddick, Council Member

BY: ________________________________
    Benjamin L. Little, Council Member

BY: ________________________________
    Millie Harris, Council Member

ATTEST:

__________________________________
Skyler Bass, City Clerk
Exhibit “A”

Group 2018-01 Pools

<table>
<thead>
<tr>
<th>Address</th>
<th>PPIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>125 Dobbins Street</td>
<td>66851</td>
<td>Pool</td>
</tr>
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</table>
RESOLUTION NUMBER 18-R-__

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF TRAFFIC SIGNALS AT U.S. 431 AND INTERSECTION OF CHOCCOLOCCO ROAD/COLEMAN ROAD IN THE CITY OF ANNISTON, ALABAMA.

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

Section 1. That the City of Anniston, Alabama, enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for maintenance of traffic signals at the intersection of Choccolocco Road/Coleman Road and U.S. 431 located in the City of Anniston, Alabama; which Agreement is before this Council.

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

Section 3. That the 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 this the 6th day of March, 2018.

CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA

BY: ____________________________
    Jack Draper, Mayor

BY: ____________________________
    Jay W. Jenkins, Council Member

BY: ____________________________
    David E. Reddick, Council Member

BY: ____________________________
    Benjamin L. Little, Council Member

BY: ____________________________
    Millie Harris, Council Member

ATTEST:

_______________________________
Alan B. Atkinson, City Clerk
STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING

This Agreement, in accordance with resolution number ________________ dated (or minutes dated)
__________________________ attached hereto and made part of this Agreement, is made and entered into by
and between the Alabama Department of Transportation (herein referred to as STATE) and the
City of Anniston ___________________ (herein referred to as MAINTAINING AGENCY) for the
accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes
below, to wit:

<table>
<thead>
<tr>
<th>Description</th>
<th>(A) New Installation</th>
<th>(B) Equipment Upgrade</th>
<th>(C) Complete Removal</th>
<th>(D) Operation</th>
<th>(E) Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control Signal:</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Intersection Flashing Signal/Beacon:</td>
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<td>☐</td>
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<tr>
<td>Roadway Lighting:</td>
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<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and
hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following
location(s): (Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the
equipment installed) NOTE – if more space is needed, please use continuation sheets.

AL-1/US-431 @ Choccolocco Rd/Coleman Rd [B, D, & E]

1. In the event the work to be accomplished above is identified by (A) and/or (B), the ☑ STATE ☐ MAINTAINING
AGENCY will furnish and the ☑ STATE ☐ MAINTAINING AGENCY will install the equipment and/or associated
hardware utilized in the accomplishment of the work. In the event the work is completed prior to the work and the
MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit D" is attached
to and made part of this Agreement.
2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
   B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
   E. Code of Alabama, 1975 (as Amended) with specific reference to:
      (1)  §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (?)].
      (2)  §32-5A-32, Traffic – Control signal legend.
      (3)  §32-5A-33, Pedestrian – Control signals.
      (4)  §32-5A-34, Flashing signals.
      (5)  §32-5A-35, Lane – Direction – Control signals.

3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.

4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.

5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.
In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal," marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskilful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☐ MAINTAINING AGENCY.

8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.

9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "Exhibit M" is attached to and made a part of this Agreement.

11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed 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 or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.
For any and all disputes arising under the terms of this Agreement, 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’s Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: (Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter “SEE ATTACHED PLANS”.) NOTE – if more space is needed, please use continuation sheets.

See Attached Plan Sheets & Head Configurations as follows below:

<table>
<thead>
<tr>
<th>TYPE OF SIGNAL</th>
<th>CONTROLLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔ Traffic Control</td>
<td>Make: Siemens</td>
</tr>
<tr>
<td>□ Flashing</td>
<td>Model #: 8130</td>
</tr>
<tr>
<td>□ School Flasher</td>
<td>☑ Fixed Time</td>
</tr>
<tr>
<td>☑ Pedestrian Control</td>
<td>□ Semi Actuated</td>
</tr>
<tr>
<td>□ Lane Control</td>
<td>☑ Four Phase</td>
</tr>
<tr>
<td>☑ Railroad Crossing</td>
<td>☑ Full Actuated</td>
</tr>
<tr>
<td>□ Other:</td>
<td>✓ Eight Phase</td>
</tr>
</tbody>
</table>

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE ☑ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.

14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

15. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.
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 Region Engineer.

(Seal of MAINTAINING AGENCY)

Attest: _____________________________
(Seal or notary signature)

By: _______________________________
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _______________________________
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _______ day of _____________________, 20_____.

APPROVED:

By: _______________________________
Region Engineer Signature

RECORDED:

By: _______________________________
State Traffic Engineer Signature

Date: ______________________________
(Added to Archive)
RESOLUTION NO. 18-R-___

RESOLUTION TO REQUEST AN ADVISORY OPINION FROM THE OFFICE OF THE ATTORNEY GENERAL REGARDING THE APPOINTMENT OF THE MUNICIPAL COURT PROSECUTOR, PUBLIC DEFENDER, AND ALTERNATE PROSECUTORS AND DEFENDERS

WHEREAS, the Council for the City of Anniston finds and determines that there are certain questions of state law relating to the Council’s present authority to make appoint those persons serving in the City of Anniston’s municipal court as the prosecutor, public defender, and alternative prosecutors and defenders;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Anniston, Alabama, that the City Manager is hereby authorized and directed to submit the Request for Attorney General’s Advisory Opinion, attached hereto as Exhibit A, to the Opinions Section for the Office of the Attorney General, as a formal request on behalf of the Council.

PASSED AND ADOPTED this the ___ day of __________________, 2018.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

____________________________
Jack Draper, Mayor

____________________________
Jay W. Jenkins, Council Member

____________________________
David E. Reddick, Council Member

____________________________
Benjamin L. Little, Council Member

____________________________
Millie Harris, Council Member

ATTEST:

____________________________
Skyler Bass, City Clerk
March 7, 2018

BY US MAIL

Opinions Section
Attorney General’s Office
P.O. Box 300152
Montgomery, AL 36130

Re: Request for Attorney General’s Opinion – Exhibit A

To whom it may concern:

I write on behalf of the City Council for the City of Anniston, Alabama as directed pursuant to the enclosed Resolution.

FACTS

The City of Anniston is organized and operates as a council-manager form of government in accordance with Ala. Code § 45-8A-23, et seq. The City maintains a municipal court with the authority and jurisdiction provided by law.

The City provides appropriate facilities and necessary supportive personnel for its municipal court. The City furnishes prosecutorial services in its municipal court and in appeals from judgments and orders of its municipal court. By ordinance, the prosecutorial duties are assigned to the office of the Deputy City Attorney. See Section Chapter 2, Article VI, Section 2.39 of “The Code of the City of Anniston, Alabama, 1981”. The City furnishes a Public Defender to provide indigent defense services in its municipal court. The City also furnishes one or more additional prosecutors and defenders to aid the Deputy City Attorney and Public Defender.

QUESTIONS PRESENTED

(1) Whether the City Council or the City Manager is authorized to appoint the Deputy City Attorney.
(2) Whether the City Council or the City Manager is authorized to appoint additional prosecutors to aid the Deputy City Attorney in furnishing prosecutorial services in municipal court.

(3) Whether the City Council or the City Manager is authorized to appoint the Public Defender.

(4) Whether the City Council or the City Manager is authorized to appoint additional defenders to aid the Public Defender in furnishing indigent defense services in municipal court.

Sincerely,

Cory M. Salley
City Manager
REQUEST FOR ATTORNEY GENERAL’S OPINION

Opinions Section
Attorney General’s Office
Post Office Box 300152
Montgomery, Alabama 36130-0152

Telephone: (334) 242-7403
Fax: (334) 353-8440
www.ago.alabama.gov

(Please print or type)

THIS OFFICE DOES NOT ADDRESS ISSUES ON MATTERS CURRENTLY IN LITIGATION

Is this issue in litigation?  Yes ☐  No ☑  (YOU MUST CHECK ONE)

If yes, please supply the following information:

Case Number:  ____________________________________________
Case Name:  ____________________________________________
Court or governmental body (board, commission, etc.):

If no, do you anticipate that litigation will be filed?

Yes ☐  No ☑  (YOU MUST CHECK ONE)

Requestor’s Name: ________________________________________ Date: __________, 2018
City/County/Agency Name: City of Anniston, Alabama
Mailing Address: 1128 Gurnee Avenue
City: __________ County: __________ State: _______ Zip Code: __________
Email address: csalley@annistonal.gov
Telephone numbers: (Office) (256) 236-3422 (Fax) (256) 231-7632

Specify public title or official public position that qualifies you to request an opinion: Submitted per Resolution of the City Council

Signature and title of individual requesting opinion:

__________________________________________
SIGNATURE
City Manager
__________________________________________
TITLE
Set forth facts below showing nature and character of question that make the “advice sought necessary to the present performance of some official act that such officer must immediately perform.” ALA. CODE § 36-15-1(1)d.

[Use additional sheets if necessary. MAXIMUM CHARACTERS 1800.]

See attached Exhibit A.

______________________________
______________________________
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______________________________
______________________________
______________________________
______________________________
______________________________

**SPECIFIC QUESTION:**

[Use additional sheets if necessary. MAXIMUM CHARACTERS 2400.]

See attached Exhibit A.

______________________________
______________________________
______________________________
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______________________________
______________________________
______________________________
______________________________

**NOTE:** A resolution requesting an opinion must accompany opinion requests from county commissions, city councils, boards of education, and like governing bodies. Public officials shall not submit moot, private, or personal questions in which the state, county, or public is not materially or primarily interested. ALA. CODE § 36-15-1(1)c.
TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: ROCO FOOD MART INC D/B/A ROCO FOOD MART
DATE: 2/12/2018
CC:

- Formal action is required for Retail Beer (Off Premises Only), Retail Table Wine (Off Premises Only)
- The business is located in the City Limits at 280 E Glade Rd. Unit D
- The Police Department provided a background check which is attached for your review
Sec. 3.14. Factors to be considered in council’s decisions.

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

a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.

b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.

c) Location of premises for which the license is sought.

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

Sec. 3.15. Approval or disapproval of application.

No application for a beer or wine license shall be approved unless the city council is satisfied that the statements in the application are true, that the applicant is a person of good repute, and that the applicant has complied with all terms and provisions of this article.
ORDINANCES
ORDINANCE NUMBER 18-O - 2

AN ORDINANCE ENACTING CHAPTER 4, ARTICLE VI
OF THE CODE OF ORDINANCES OF THE CITY OF ANNISTON

WHEREAS, the Alabama Legislature passed and enacted Act 2017-320 during the 2017 Regular Session, approved by the Governor on May 18, 2017, which became effective on the first day of the third month following its passage and approval by the Governor;

WHEREAS, pursuant to Act 2017-320, the City of Anniston, as a Class 5 municipality, is authorized to establish civil penalties for violations of local animal control laws;

WHEREAS, Act 2017-320 also authorizes the City of Anniston to establish the position of certified animal control officer under the supervision of the Chief of Police, and the City may empower said officers to issue civil citations for violations of local animal control laws;

WHEREAS, by Act 2017-320, the Municipal Court for the City of Anniston is authorized to hear any appeals, impose and enforce civil penalties issued by the City’s certified animal control officers;

WHEREAS, the City Council for the City of Anniston finds and determines that the best interests of the City and its citizens will be served by implementing the authorities granted by Act 2017-320, as empowering certified animal control officers to issue civil citations will provide an effective means to promote compliance with the City’s animal control laws and will preserve the City’s limited police resources for other law enforcement concerns;

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 adopts and enacts Chapter 4, Article VI – Certified Animal Control Officers; Civil Violations, Penalties and Enforcement, Sections 4.93 through 4.94 of “The Code of the City of Anniston, Alabama, 1981,” which shall read in its entirety as follows:

ARTICLE VI – Certified Animal Control Officers; Civil Violations, Penalties and Enforcement

Sec. 4.93 – Certified Animal Control Officers.

(a) Position Created. There is hereby created the position of Certified Animal Control Officer within the City of Anniston Police Department and subject to the
supervision and control of the Chief of Police, subject to any applicable rules and regulations of the Civil Service Board for the City of Anniston, Alabama.

(b) **Certification; Minimum Standards.** The Chief of Police shall establish minimum qualifications and standards for training and experience that an individual must meet to obtain certification as a Certified Animal Control Officer. The Chief of Police shall also be responsible for certifying and revoking the certification of those persons appointed to serve in the position of Certified Animal Control Officer. The Chief of Police may also certify sworn peace officers that meet the minimum qualifications and standards for training and experience so as to authorize such officers to exercise the duties and authorities of a Certified Animal Control Officer. No person may exercise the power of a Certified Animal Control Officer to issue civil citations, as set forth in this Section, unless he or she is properly certified for the position.

(c) **Power to Issue Citations; Process.** Persons employed within the City of Anniston Police Department and properly certified by the Chief of Police are hereby authorized to issue civil citations to individuals who commit violations of the provisions of this Chapter governing the treatment, care, well-being and safety of animals. The Certified Animal Control Officer may issue civil citations by either certified mail or personal service. The citation shall specifically identify the provision of this Chapter that the individual has violated and shall issue a civil penalty in accordance with the Schedule of Civil Penalties set forth in this Article. The citation shall further inform the individual of his or her right to appeal the civil penalty to the Municipal Court.

**Section 4.94 - Civil Violations, Penalties and Enforcement.**

(a) **Civil Violations.** In addition to any other remedies or actions available by law, a person who violates the provisions of this Chapter governing the treatment, care, well-being or safety of an animal, as further identified in Schedule of Civil Penalties set forth in this Section, commits a civil violation and is subject to civil penalty for the violation.

(b) **Schedule of Civil Penalties.** A person who commits a civil violation within the corporate limits shall be subject to the civil penalty identified in the Schedule of Civil Penalties set forth herein.

<table>
<thead>
<tr>
<th>Violation</th>
<th>1st Penalty</th>
<th>2nd Penalty</th>
<th>3rd Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec. 4.31 - Failure to obtain City license</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Sec. 4.65 - Failure to attach license tag or decal to animal</td>
<td>$15.00</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Sec. 4.5 - Failure to clean up droppings</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Sec. 4.37 - Failure to confine female dog or cat in heat</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Sec. 4.51 - Harboring vicious or dangerous animal</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Sec. 4.33 - Maintaining a nuisance</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Sec. 4.61 - Failure to obtain rabies vaccination</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Section</td>
<td>Minimum Penalty</td>
<td>Maximum Penalty</td>
<td>Maximum Penalty</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Sec. 4.36 - Allowing animal to be at large</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Sec. 4.47 - Allowing animal known or presumed to be vicious at large</td>
<td>$100.00</td>
<td>$200.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sec. 4.45 - Breeding without a business license</td>
<td>$200.00</td>
<td>$300.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sec. 4.14 - Fighting animals</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Sec. 4.15 - Stealing pets</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Sec. 4.13 - Animal poisoning</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Sec. 4.36 - Failure to restrain</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Sec. 4.10(1) and (5) - Cruelty to animals – Override, torture, mutilation</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Sec. 4.10(2) - Cruelty to animals – Failure to provide adequate food, shelter, water or shade</td>
<td>$100.00</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Sec. 4.10(3) - Cruelty to animals – Failure to provide medical care</td>
<td>$100.00</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Sec. 4.10(4) - Cruelty to animals - Failure to provide sanitary premises</td>
<td>$100.00</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Sec. 4.10(6) and (7) - Cruelty to animals – Improper restraint, tethering puppies</td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Sec. 4.17(8) and (9) – Cruelty to animals – Abandonment, leaving in hot vehicle</td>
<td>$100.00</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Sec. 4.10(10) – Cruelty to animals – Failure to transport properly</td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

(c) Enforcement. The Municipal Court for the City of Anniston shall have the jurisdiction to hear any appeal and impose and enforce civil penalties issued under the authority granted by this Article. Upon an appeal, the Municipal Judge shall have the power to impose the civil penalties set forth in the above Schedule of Civil Penalties upon finding that the person subject to the court’s jurisdiction committed the violation for which he or she was cited. The Municipal Judge shall also have the power to enforce civil penalties issued or imposed under this Article.

Section 2. This ordinance shall become effective immediately upon its adoption and 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 authorized and directed to cause a copy of this ordinance to be published one time in said newspaper.

PASSED and ADOPTED this ___ day of __________________, 2018.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

________________________
Jack Draper, Mayor

________________________
Jay W. Jenkins, Council Member
David E. Reddick, Council Member

Ben Little, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk
ORDINANCE NO. 18-O-

ORDINANCE AUTHORIZING
BIKE SHARING SERVICES AGREEMENT
WITH NEUTRON HOLDINGS, INC.

WHEREAS, Neutron Holdings, Inc., doing business as LimeBike (referred to herein as “LimeBike”), is a qualified provider of bicycle sharing services and related mobility products and services, and LimeBike desires to operate a bicycle-sharing program within the City of Anniston (the “City”);

WHEREAS, LimeBike’s bicycle-sharing program will provide safe and affordable multi-modal transportation options, which will further the City’s transportation, economic development, and recreation goals;

WHEREAS, LimeBike’s bicycle-sharing program requires use of the public places, property, streets, ways, and sidewalks within the City;

WHEREAS, LimeBike’s bicycle-sharing program requires use of the public places, property, streets, ways, and sidewalks within the City for the operation of its bicycle-sharing program, in accordance with the terms and conditions set forth in said agreement.

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

Section 1. The Council approves, ratifies and adopts the Bicycle-Sharing Service Agreement between LimeBike and the City of Anniston, attached hereto as Exhibit A, and does further grant to LimeBike the right to use the public places, property, streets, ways, and sidewalks within the City for the operation of its bicycle-sharing program in accordance with the terms and conditions set forth in said agreement.

Section 2. The Council authorizes the Mayor to sign and execute the Bicycle-Sharing Service Agreement in the name of, and on behalf of, the City of Anniston, and does further direct the City Clerk to attest to the execution of said agreement.

Section 3. The Council directs the City Clerk to cause a copy of this ordinance to be published one (1) time in The Anniston Star, a newspaper of general circulation published within the City of Anniston. As required by law, publication of this ordinance shall be made at the expense of LimeBike. Ala. Code §§ 11-45-8 and 45-8A-23.067.

Section 4. This ordinance shall take effect, and the Bicycle-Sharing Service Agreement shall commence, immediately upon the passage of 30 days following the
Council’s adoption and final enactment of this ordinance and its publication as provided by law.

PASSED and ADOPTED this ___ day of ___________________, 2018.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

_________________________________________________
Jack Draper, Mayor

_________________________________________________
Jay W. Jenkins, Council Member

_________________________________________________
David E. Reddick, Council Member

_________________________________________________
Ben Little, Council Member

_________________________________________________
Millie Harris, Council Member

ATTESTED:

_________________________________________________
Skyler Bass, City Clerk
Service Agreement - Bike Sharing Services

Neutron Holdings, Inc. and City of Anniston, Alabama

This agreement is made this ______(month) _____(day) 2018, by and between the City of Anniston, Alabama (“City”) and Neutron Holdings, Inc. DBA Limebike (“LimeBike”).

RECITALS

1. A goal of City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.

2. Bike share and related services are a component to help the City achieve its transportation goal and the City desires to make bike share and related mobility services available to residents and employees.

3. LimeBike is a qualified provider of bike share and related mobility products and services and proposes to operate a bike share program within the City.

4. LimeBike requests the use of certain City property, including but not limited to streets and sidewalks, to efficiently and effectively provide bike share services.

5. The use of certain City property for bike share and related services is a benefit to the residents and businesses of City.

Agreement

1. Use of City Property. City authorizes LimeBike to use the public way solely for the purposes set forth in Section 2 of this Agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.

2. Permitted Use. LimeBike and its customers may use the public way solely for parking of bicycles owned and maintained by LimeBike for use in the bike share program. For the purposes of this Agreement, “bicycles” or “bikes” may refer to standard bicycles, electric assist model bicycles, and related mobility products such as electric scooters. LimeBike shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.

   a. Use of the public way, and LimeBike’s operations within the City, shall, at a minimum: a) not adversely affect City Property or the City’s streets, or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian or vehicular movement within the public way or along other property or rights-of-way owned or controlled by the City; d) not create conditions which are a threat or impediment to public safety and security.

   b. Upon termination of this agreement by either party, LimeBike shall, at its sole cost and expense, immediately remove its property from City Property and the public way.
3. **Bike parking.** The City may, at its own discretion, support the bike sharing program with the installation of bike racks and/or painted bike parking spots and signage recommending bike parking spots without racks or painting on City property to assist with the orderly parking of bikes throughout the City. With or without such bike racks, parking spots or signage, LimeBike shall ensure that its bicycles are left or stationed in a place or manner so as to comply with the terms of its permitted use of City Property and the public way. LimeBike stipulates and agrees that the failure to comply with the terms of its permitted use of City Property and the public way shall constitute a public nuisance and hazard, and LimeBike expressly authorizes the City to take such actions as are necessary to abate the public nuisance and hazard, including the removal and/or relocation of LimeBike’s bicycles, in the event that LimeBike does not promptly remedy the same after receiving notice from the City.

4. **Condition of City Property.**
   a. City makes the public way available to LimeBike in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by LimeBike or its customers, and assumes no duty to warn either LimeBike or its customers concerning conditions that exist now or may arise in the future. LimeBike expressly and knowingly waives and releases any claims, causes or actions against the City, including its officials, employees, agents, representatives, contractors and engineers, that LimeBike and its officials, employees, principals, agents, representatives, contractors and customers may have, or that may accrue, which arise out of or relate to the condition of the public way or its suitability for use by LimeBike or its customers.

   b. City assumes no liability for loss or damage to LimeBike’s bikes or other property. LimeBike agrees that City is not responsible for providing security at any location where LimeBike’s bikes are used, stored or located. LimeBike expressly and knowingly waives and releases any claims, causes or actions against the City, including its officials, employees, agents, representatives, contractors and engineers, that LimeBike and its officials, employees, principals, agents, representatives, contractors and customers may have, or that may accrue, which arise out of or relate to any loss, damage or injury to LimeBike’s bikes or other property.

5. **Maintenance and Care of portion of City Property.** LimeBike expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of LimeBike’s or its customers’ use of City Property or the public way. Should the LimeBike fail to repair, replace or otherwise restore such real or personal property, LimeBike expressly agrees to pay City’s costs in making such repairs, replacements or restorations.

6. **Bicycles.** LimeBike must provide bicycles that meet the minimum standards set forth in 16 CFR Part 1512 and DCMR Title 18, Section 1204, and ISO 4210-2:2015. All bicycles must be equipped with a working front light and at minimum a rear reflector. Each bicycle must be equipped with GPS for security and locating the bicycle through LimeBike’s mobile app. Bicycles must be equipped with a minimum of 3-gears, a bell, adjustable seat, and drum brakes. The LimeBike company logo must appear on the bicycle with a 24-hour customer service number present for consumer use. Each bicycle must have a unique identifiable number located on the bicycle.
7. **Operations & Maintenance.** LimeBike will cover all maintenance costs for the bike fleet and maintenance to minimum level of service and reporting outlined in Exhibit A. LimeBike will provide the City with a contact name, phone number, and email for a local General Manager for the bikeshare program. This information must be updated and current with the City at all times and within 24 hours of any changes. LimeBike must be able to remotely lockdown a bicycle if maintenance issues are reported and validated. LimeBike will maintain a customer service number with at minimum 8am – 8pm live response and a 24/7 after-hours service with the ability to capture customer service messages. LimeBike shall track and retain documentation reflecting complaints, requests, comments, and resolutions of the same.

8. **Equity.** LimeBike must provide and execute a solution for low-income and unbanked citizens to access the bikeshare system.

9. **Indemnification.** LimeBike shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively “City Parties”) from all claims, suits, actions, damages, demands, losses, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys’ fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:

   a. Any occurrence upon, at or from City Property or the public way or occasioned wholly or in part by the entry, use or presence upon City Property or the public way by LimeBike or by anyone making use of City Property or the public way at the invitation, permission or sufferance of LimeBike, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

   b. Use of LimeBike’s bikes by any individual, regardless of whether such use was with or without the permission of LimeBike, including claims by users of the bikes or third parties.

10. **Insurance.** LimeBike shall procure and maintain for the duration of this agreement insurance against claims for which LimeBike has indemnified the City pursuant to Section 9 of this Agreement. LimeBike shall maintain General Liability limits no less than One Million and no/100 Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars ($1,000,000.00) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the LimeBike’s insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City that may provide coverage shall be in excess of the LimeBike’s insurance and shall not contribute with it. LimeBike shall procure the insurance required herein from an insurance company approved by City, which approval shall not be unreasonably withheld.

11. **Compliance with Law.** LimeBike at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the public way and the operation of its bike
share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for LimeBike’s lawful use or occupancy of City Property or any portion thereof, LimeBike shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with LimeBike so that LimeBike can properly comply with this Section and be allowed to exercise the permitted use of City Property and the public way, as specified in Section 2, above.

12. Required Reports and Data. LimeBike shall provide reports to the City concerning utilization of the bike share program on a monthly basis and bike route usage on a quarterly basis, and LimeBike shall cooperate with the City in the collection and analysis of aggregated data concerning its operations. Monthly reports shall include at minimum the number of bicycles in circulation, aggregated user membership type, miles ridden, number of checkouts, average rider duration, estimated carbon reduction, estimated caloric burn, bike distribution patterns, summary of top customer complaints/comments, theft/vandalism incidents, and bike maintenance activities. The reports and data shall be available and free to the City at any point upon written request. LimeBike will provide access to the system usage dashboard to the City. LimeBike is required to comply with customer data privacy protection that meets CPSC standards. LimeBike is encouraged work with the City to capture additional ridership data on an annual basis to capture additional demographic and user behavior information.

13. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture, enterprise, partnership or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this agreement.

14. Non-Exclusive Franchise. By this agreement, City confers upon LimeBike a non-exclusive franchise to operate a bike share program on or within City property and the public way in accordance with the terms, conditions and restrictions set forth herein. LimeBike shall not assign or transfer its rights under this agreement to any other person or entity.

15. Term. This agreement shall commence on _____(month) ____(date), 2018, (the “Commencement Date”) and shall expire on the date that is Three (3) years after the Commencement Date unless earlier terminated pursuant to Section 16, below.

16. Termination. This agreement may be terminated prior to the expiration date set forth in Section 15, above, upon the occurrence of any of the following conditions:

   a. Upon delivery of written notice from City to LimeBike terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days’ notice to the LimeBike of such termination.
   b. Upon delivery of written notice from City to LimeBike terminating this agreement for LimeBike’s breach of the terms and conditions of this agreement.

LimeBike shall not terminate this agreement without first by giving at least 60 days’ written notice to City of its intent to terminate the agreement and bike share program.
17. **Amendment.** This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

18. **Permits.** The City shall notify LimeBike of any local permits or licenses required, if any, of the company for its local operation.

19. **Applicable Law and Venue.** The laws of the Alabama shall govern the interpretation and enforcement of this agreement.

20. **Counterparts.** This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Executed the day and year first above written, by the parties as follows:

LimeBike:

By: _________________________________

Name: Toby Sun

Title: CEO

City of Anniston, Alabama

By: _________________________________

Name: _______________________________

Title: _______________________________

**ATTESTED:**

_________________________________

City Clerk
Exhibit A

Description of LimeBike’s Service Level Agreement

The following performance indicators shall be met and reported to help the City measure our success serving its citizens and improving the livability and mobility of City of Anniston, Alabama. LimeBike will maintain its bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

<table>
<thead>
<tr>
<th>Performance Indicator</th>
<th>Description</th>
<th>Measurement Tool</th>
<th>Minimum Performance Standard</th>
<th>Reporting Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>App &amp; customer service support portal</td>
<td>LimeBike’s rideshare system fully operational</td>
<td>Uptime reporting</td>
<td>99.5% uptime</td>
<td>Monthly</td>
</tr>
<tr>
<td>Initial bicycle distribution</td>
<td>Maps identifying trends in peak bike distribution</td>
<td>Maps showing aggregate usage patterns</td>
<td>Fleet will focus on serving key City locations identified in the Service area</td>
<td>Monthly</td>
</tr>
<tr>
<td>Fleet Rebalancing</td>
<td>LimeBike staff actively rebalances bikes to ensure fleet remains parked in an orderly manner, bikes are readily available to meet demand</td>
<td>Real-time feedback from field operations staff</td>
<td>Minimum of 2 daily rebalancing sweeps, Monday – Friday, with allowances for State and Federal holidays.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Bicycles in Services</td>
<td># of bikes in service</td>
<td>Daily uptime reports</td>
<td>Deploy and maintain a target of 450 bikes in service in any calendar month. Bicycles will be phased into deployment based on usage and demand.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Bicycle Maintenance and Inspection</td>
<td># of bikes receiving a weekly maintenance inspection and monthly cleaning</td>
<td>System reporting by fleet operators and in app reporting feature</td>
<td>Bicycles must be inspected on a route basis and documentation of each inspection must be tracked and linked to the unique bicycle number.</td>
<td>Monthly</td>
</tr>
</tbody>
</table>