

CITY OF ANNISTON
JUNE 23, 2014
5:30 P.M.

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

I. RECEIVE INFORMAL PUBLIC COMMENTS

Informal Public Comment – Speaker Protocol

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

II. RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

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

(a) City of Anniston Board Applicant Confirmation

III. CONDUCT PUBLIC HEARING - None

Speaking to a Public Hearing Item

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

IV. UNFINISHED BUSINESS – None

V. CONSENT AGENDA

- (a) Resolution reappointing a member to the Historic Preservation Commission.
- (b) Resolution authorizing the submission of a grant application to the Appalachian Regional Commission for a Storm Drainage Study.
- (c) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) application for Express Foodmart d/b/a Express Foodmart Inc located at 1528 Greenbrier Dear Road.
- (d) Evaluation of bids for the demolition of substandard structures.
- (e) Evaluation of bids for ammunition for Police Department.
- (f) Evaluation of bids for the lease/purchase of a telephone system and monthly service for City Hall, Museum of Natural History and the Berman Museum.

VI. ORDINANCES

- (a) Ordinance establishing a Stormwater User Fee Charge System; establishing a Schedule of Stormwater User Fee Charges; establishing a Stormwater Enterprise Fund; repealing prior ordinances in conflict and for other purposes.

VII. RESOLUTIONS

- (a) Resolution authorizing the City Manager to execute a Real Estate Purchase Agreement.
- (b) Resolution to adopt and implement the One City One Vision Strategic Plan and Implementation Matrix.
- (c) Resolution authorizing acquisitions of interests in lands for development of a public park.

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

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

6-9-2014

Anniston, Alabama
June 9, 2014

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 Monday, June 9, 2014, at approximately 5:33 o'clock p.m.

Reverend Christopher Kevin Hartley, St. Michaels, prayed the Invocation.

Reverend Christopher Kevin Hartley, St. Michaels, 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 May 12, 2014. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Reddick made a motion to approve the minutes of May 12, 2014. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins made a motion to adopt 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, Selase, Harris and Stewart; nays: none. The motion carried.

George Levert addressed the Council concerning political signs on public right of ways and the need to issue citations to the offenders.

Glen Ray, 3514 Dale Hollow Road, addressed the Council and stated that the lady he had here at the meeting had a gun pulled on her by Anniston Police Officer Murphy.

Jerrica Bailey, 1512 Crane Avenue, addressed the Council about an incident where Officer Murphy pulled a gun on her in front of her home.

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Dr. George Crawford, Jr. and his nomination to the Regional Medical Board.

6-9-2014

Mayor Stewart asked Dr. Crawford what his feelings were on expanding RMC outside the city of Anniston as far as residential beds.

Dr. Crawford stated that to secure RMC's place in the community and the future of RMC the physician community had to make patients understand that what they need is here at RMC. He stated patients want access to the care that they need.

Council Member Jenkins asked Dr. Crawford would he fight to keep beds in Anniston.

Dr. Crawford stated he would fight to keep beds in Anniston.

Council Member Selase asked Dr. Crawford why he wanted to be on the RMC board.

Dr. Crawford stated he wanted to be proactive with changes at RMC and he loved RMC and the community.

Council Member Selase asked Dr. Crawford how he would know what was going on in the clinics.

Dr. Crawford stated he already runs his own clinic and he knows the questions to ask to make sure he would know what was happening in the clinics.

Council Member Selase asked Dr. Crawford what would be the first he would change if he was on the board.

Dr. Crawford stated that changes could be made to make sure the patient was getting the care they need at their bed side.

Council Member Harris asked Dr. Crawford if attending meetings of the board would be a problem.

Dr. Crawford stated he would not have a problem attending meetings.

Mayor Stewart announced that was the time for the public hearing regarding the 2014 Justice Assistance Grant (JAG) Program, declared the hearing open and asked if anyone wished to address the Council regarding the 2014 Justice Assistance Grant (JAG) Program.

Harold Ray, 905 High Street, addressed the Council and stated he was concerned with the health of their children in the city and asked why they could not get grants for summer programs for the children.

Mayor Stewart asked if anyone else wished to address the Council regarding the 2014 Justice Assistance Grant (JAG) Program.

No one else addressed the Council regarding the 2014 Justice Assistance Grant (JAG) Program.

6-9-2014

Mayor Stewart declared the public hearing regarding the 2014 Justice Assistance Grant (JAG) Program closed.

Mayor Stewart announced that was the time for the public hearing regarding a restaurant retail liquor application for Cali Dreaming Inc., d/b/a Cali's Fresh Mexican located at 1801 Quintard Avenue, declared the hearing open and asked if anyone wished to address the Council regarding a restaurant retail liquor application for Cali Dreaming Inc., d/b/a Cali's Fresh Mexican located at 1801 Quintard Avenue.

No one addressed the Council regarding a restaurant retail liquor application for Cali Dreaming Inc., d/b/a Cali's Fresh Mexican located at 1801 Quintard Avenue.

Mayor Stewart declared the public hearing regarding a restaurant retail liquor application for Cali Dreaming Inc., d/b/a Cali's Fresh Mexican located at 1801 Quintard Avenue closed.

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

- (a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the City. (14-R-155)
- (b) Resolution appointing a member to the RMC Board. (14-R-156)
- (c) Resolution funding the Calhoun Cleburne County Drug and Violent Crime Task Force for fiscal year 2015 and authorizing the Mayor to sign said documents. (14-R-157)
- (d) Resolution authorizing the submission of a grant application under the Farmers Market Promotion Program. (14-R-158)
- (e) Resolution authorizing the City Manager to execute a Rebate Agreement with Creedmoor Sports, Inc. (14-R-159)
- (f) Resolution authorizing economic development incentive to Cali Dreaming Inc., d/b/a Cali's Fresh Mexican. (14-R-160)
- (g) Resolution approving the City of Anniston's participation in the State of Alabama Sales Tax Holiday as authorized by Act No. 2006-574 for the Year 2014. (14-R-161)
- (h) Resolution authorizing the City Manager to enter into an Agreement on behalf of the Anniston-Calhoun County HOME Consortium with Habitat for Humanity of Calhoun County, Alabama. (14-R-162)
- (i) Resolution authorizing the City Manager to execute an Agreement with the Calhoun County 9-1-1 District to provide law enforcement telecommunication and radio dispatch services. (14-R-163)
- (j) Motion to approve a Restaurant Retail Liquor application for Cali Dreaming Inc. d/b/a Cali's Fresh Mexican located at 1801 Quintard Avenue.
- (k) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) application for Chadwick Ervin Romine d/b/a 23rd Street Grocery located at 321 W 23rd Street.

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.

6-9-2014

Council Member Jenkins introduced and read Ordinance Number 14-O-15 as follows:

(14-O-15, amending Section 34.20 of the City Code providing an alternative procedure for the repeated maintenance of noxious and overgrown grass and weeds by the City)

Council Member Jenkins made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 14-O-15 as introduced and read. 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 14-O-15 as introduced and read, Council Member Selase made a motion for the passage and adoption of Ordinance Number 14-O-15 as introduced and read. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 14-O-15 was passed and adopted.

Council Member Selase introduced and read Ordinance Number 14-O-16 as follows:

(14-O-16, changing speed limits)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 14-O-16 as introduced and read. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been granted for the immediate consideration of Ordinance Number 14-O-16 as introduced and read, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 14-O-16 as introduced and read. The motion was seconded by Council Member Harris.

Council Member Reddick stated that usually when they change a speed limit there is traffic survey that needs to be done. He stated he did not know if they were following the process correctly.

Brian Johnson, City Manager, stated that this process is the result of the residents of this area unanimously requesting this speed limit reduction. He stated the steps they needed to take to pass this ordinance had been taken.

Council Member Selase stated that the speed change was the result of a meeting he had with about thirty of his constituents, the Public Works Director and the City Manager.

On call of the roll on Council Member Jenkins' motion for the passage and adoption of Ordinance Number 14-O-16 as introduced and read and Council Member Harris' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; abstentions: Council Member Reddick. The motion carried and Ordinance Number 14-O-16 was passed and adopted.

6-9-2014

Council Member Selase introduced and read Resolution Number 14-R-164 as follows:

(14-R-164, to honor and recognize Benny Ray by the renaming of High Street to Benny Ray Street)

Council Member Selase made a motion for the passage and adoption of Resolution Number 14-R-164 as introduced and read. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Resolution Number 14-R-164 was passed and adopted.

Council Member Reddick made a motion for the unanimous consent of the Council to introduce and read by title Resolution Number 14-R-165. The motion was seconded by Council Member Jenkins.

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 14-R-165.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Resolution Number 14-R-165.

On call of the roll on Council Member Reddick's motion for the unanimous consent of the Council to introduce and read by title Resolution Number 14-R-165 and Council Member Jenkins' 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 14-R-165, Council Member Reddick introduced and read by title Resolution Number 14-R-165 as follows:

(14-R-165, vacating a portion of Central Parkway lying between Patriot Way and Central Plaza)

Council Member Reddick made a motion for the unanimous consent of the Council for the immediate consideration of Resolution Number 14-R-165 as introduced and read by title. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been granted for the immediate consideration of Resolution Number 14-R-165 as introduced and read by title, Council Member Jenkins made a motion for the passage and adoption of Resolution Number 14-R-165 as introduced and read by title. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Resolution Number 14-R-165 was passed and adopted.

Council Member Harris introduced and read Resolution Number 14-R-166 as follows:

6-9-2014

(14-R-166, declaring a public nuisance)

Council Member Harris made a motion for the passage and adoption of Resolution Number 14-R-166 as introduced and read. The motion was seconded by Council Member Selase; 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 14-R-166 was passed and adopted.

Brian Johnson, City Manager, stated that Toby Bennington had been promoted to the position of Director of Planning and Development Services.

Brian Johnson, City manager, stated that Bersheba Austin had been promoted to the position of Director of Human Resources. He stated she was the City's first African-American female department head.

Council Member Harris asked that everyone come out and support the City's Farmer's Market that would begin this coming Saturday.

Council Member Selase stated it was good to see diversity with the appointment of the new department heads. He stated on June 28 they would have a Heritage Festival concert and invited everyone to come out. He stated he was sorry for the experience Ms. Bailey had and encouraged her to speak to the City Manager and Police Chief.

Council Member Reddick stated people in this city should not have to be afraid. He challenged the Council to put up an award to find the person responsible for a recent hate crime.

Council Member Jenkins stated the Council had accomplished a lot with that night's agenda. He stated the passage of the Rocky Hollow nuisance was historic.

Mayor Stewart stated this had been a very productive meeting. He stated they were focusing on economic development, public safety and education.

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 6:45 o'clock p.m.

CONSENT AGENDA

RESOLUTION NO. 14-R-_____

**A RESOLUTION REAPPOINTING MEMBER(S) TO THE HISTORIC
PRESERVATION COMMISSION**

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

Section 1. That the following be and he is hereby reappointed to the Historic Preservation Commission:

<u>Members</u>	<u>Ward</u>	<u>Term Expiration Date</u>
Megan Brightwell	3	December 31, 2016

Section 2. That the City Clerk shall cause a copy of this Resolution to be mailed to the above named appointee and to said board.

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

**CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA**

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION NO. 14-R-___

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE APPALACHIAN REGIONAL COMMISSION FOR A STORM DRAINAGE STUDY

WHEREAS, the stormwater drainage system of the City of Anniston is aging and in serious need of rehabilitation; and

WHEREAS, the deterioration of the system has caused serious subsidence throughout the City, posing public safety issues, and endangering the economic stability of the City, and has therefore requires priority attention; and

WHEREAS, in order to formulate a capital improvement plan to implement the rehabilitation of the system, a study must be performed to inventory and assess the condition of the drainage system assets; and

WHEREAS, the cost estimate of this study is prohibitively high and will take several years to complete; and

WHEREAS, the City has authorized the East Alabama Regional Planning and Development Commission to submit an application to the Appalachian Regional Commission for the amount of \$100,000, therefore;

THEREFORE BE IT RESOLVED, that the City commits to a local match which will be taken from the city's general revenues and otherwise revenue streams when added to the Appalachian Regional Commission will supplement a portion of the project cost.

PASSED AND ADOPTED this the _____ day of June 2014.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk



CITY OF ANNISTON

FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: MARY MOTLEY, REVENUE COMPLIANCE SPECIALIST
SUBJECT: EXPRESS FOODMART INC D/B/A EXPRESS FOODMART
DATE: 6/19/2014
CC:

- ④ Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application.
- ④ The business is located in the city limits at 1528 Greenbrier Dear Road.
- ④ The Police Department reports no local criminal history that would prevent the approval of such license.

**ANNISTON CODE
CHAPTER THREE
ALCOHOLIC BEVERAGES
(Beer and Wine)**

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.

6/23/2014

FACT SHEET

SUBJECT: Evaluation of bids for demolition of substandard structures.

FACTS: This bid will demolish 10 structures.

VENDORS SUBMITTING BIDS

Teague Hauling	\$ 4,000.00
EMC Excavation Contractors	\$15,645.00
Borden Grading LLC	\$12,400.00

RECOMMENDATION: The bid should be split between Teague Hauling in the amount of \$4,000.00, EMC Excavation Contractors in the amount of \$15,645.00 and Borden Grading LLC in the amount of \$12,400.00.

BID SCHEDULE

DESCRIPTION:

Furnish all plant, labor, materials and equipment necessary for demolition and removal of substandard structures and clean and clear lots at the locations listed below.

Pilings and structures shall be leveled to ground level; foundations, pilings and concrete pads shall be removed. All excavations, cellars, low places, etc., shall be filled with clean, inert fill, not to include debris from the demolition, and the entire lot shall be graded to prevent water from standing.

Appropriate erosion control measures (hay bales, silt fencing, etc.) shall be installed, where necessary, to prevent sedimentary run off from the property.

Appropriate measures shall be taken to minimize dust generated by demolition activities. Specifically, water spray shall be utilized during demolition and grading activities to keep dust to an absolute minimum.

The entire lot shall be cleaned of all brush, grass, rocks, shrubbery, undergrowth, trash, and debris. All resulting materials and debris shall be disposed of at any ADEM approved landfill and dump tickets shall be available for inspection by City staff upon request. Burning or burying of debris will not be permitted. All lots shall be graded and left in a condition where the property can be easily mowed by hand.

Any trees or other objects to remain on the property shall be flagged by City staff prior to demolition.

All asbestos siding or any other hazardous materials shall be disposed of in accordance with all Federal, State, and local regulations.

UTILITIES

Water service lines shall be removed to the property line or water meter, whichever is more practical. Any resulting leakage or seepage of water from service lines shall be repaired at the contractor's expense.

Gas and electrical utilities shall be removed from the property in order to avoid potential safety hazards. Arrangements shall be made by the contractor with the Alabama Gas Corporation to remove gas meters which are located on the property in a timely manner.

Sewer lines shall be plugged or capped in a manner which will not impede sewer flow from adjacent properties where "community" or "private" sewer lines require the continued operation of the sewer system on the property. Utmost care shall be taken in order to avoid any destruction or damage to underground sewer lines which provide service to adjacent properties. Any damage or destruction of sewer lines or impediments to sewer service which result from the demolition activities shall be repaired, replaced, or reinstated at the expense of the contractor.

All work must be started no later than ten (10) calendar days and completed, inspected, and accepted by the City of Anniston no later than thirty (30) calendar days from the date of the notice to proceed. All demolition permits must be obtained prior to the start of work.

<u>Item#</u>	<u>Location</u>	<u>Amount</u>
1.	1002 Front Street	\$ _____
2.	1020 Ferron Avenue	\$ _____
3.	2213 McDaniel Avenue	\$ _____
4.	2700 McCoy Avenue	\$ _____
5.	3 Net Street	\$ _____
6.	2329 Noble Street	\$ _____
7.	1613 Murray Avenue	\$ _____
8.	1631 Murray Avenue	\$ _____
9.	2306 Wilmer Avenue	\$ _____
10.	1002 W. 17 th Street	\$ _____
	Total	\$ _____

6/23/2014

FACT SHEET

SUBJECT: Evaluation of bids for ammunition for the Police Department.

VENDORS SUBMITTING BIDS

Master Cartridge Corp.

Handgun	.45 caliber	\$400.00/1,000 rounds
Rifle	.223/5.56 caliber	\$395.00/1,000 rounds

Gold Coast Armory

Handgun	.45 caliber	\$379.00/1,000 rounds
Rifle	.223/5.56 caliber	\$332.50/1,000 rounds

RECOMMENDATION: The bid should be awarded to Gold Coast Armory in the amounts of \$379.00/1,000 rounds for .45 caliber handgun ammunition and \$332.50/1,000 rounds for .223/5.56 caliber rifle ammunition.

BID SCHEDULE

The City of Anniston will accept proposals for the purchase of ammunition for the Police Department. Any ammunition to be provided must meet or exceed the specifications listed. The City of Anniston will determine if any proposed ammunition meets the required specifications.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	.45 Caliber Handgun Ammunition To meet the following Specifications:	15	case	\$ _____	\$ _____

SPECIFICATIONS

.45 caliber handgun ammunition
Full or total metal jacket
Brass casing, 230 grain
7,500 rounds per case
Delivery within 45 days

Ammunition should be of good quality, from a reputable company, with no documented or otherwise known factory defects which would prevent detonation on a regular basis.

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City's intended use.

BIDDING ON:

MFG: _____

MODEL: _____

BRAND: _____

DELIVERY: _____ CALENDAR DAYS FROM DATE OF ORDER

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	.223/5.56 caliber Rifle Ammunition To meet the following Specifications:	10	case	\$ _____	\$ _____

SPECIFICATIONS

.223/5.56 caliber rifle ammunition

Full or total metal jacket

Brass casing, 55 grain

5,000 rounds per case

Delivery within 45 days

Ammunition should be of good quality, from a reputable company, with no documented or otherwise known factory defects which would prevent detonation on a regular basis.

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City's intended use.

BIDDING ON:

MFG: _____

MODEL: _____

BRAND: _____

DELIVERY: _____ CALENDAR DAYS FROM DATE OF ORDER

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

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

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

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

FACT SHEET

SUBJECT: Evaluation of bids for the lease/purchase of a telephone system and monthly service for City Hall, Museum of Natural History and the Berman Museum.

FACTS: This is a General Fund expenditure. The current bill for monthly service for City Hall with Earthlink Business/DelatCom was \$6,933.92.

VENDORS SUBMITTING BIDS

Telephone Communications, Inc.

Total system (equipment) lease to own price for 36 months with \$1.00 buyout at lease end	\$1,046.38/month
Total service monthly recurring	\$1,161.49/month
One time porting charges (if any)	\$781.00

DeltaCom No Bid

TeleSystems, Inc. No response

AT&T No response

Integrated Communication Solutions No response

RECOMMENDATION: The bid should be awarded to Telephone Communications, Inc. in the amounts of \$1,046.38/month for 36 months for the total system (equipment) lease to own, \$1,161.49/month for total service monthly recurring and \$781.00 one time porting charge.

BID SCHEDULE

Description

Telephone system for the City of Anniston City Hall, Anniston Museum of Natural History, and Berman Museum including installation unless otherwise noted to meet the below minimum specifications.

Total System Cash Purchase Price	\$ _____
Total System Lease To Own Price with \$1.00 buyout at lease end	\$ _____ per month for 36 months
Total Service Monthly Recurring	\$ _____ per month
One Time Porting Charges (if any)	\$ _____

One (1) telephone system configured to include but not limited to the following:

- 70 Voip PoE multi-button LCD display, key system emulation full-duplex speakerphones (43 phones for City Hall and 27 phones for museums)
- Two Locations
- 23 circuits (81 DID numbers at City Hall and 9 DID numbers at museums)
- 20 listed numbers
- Ten traditional fax service (8 at City Hall and 2 at the museums)
- One unlimited voicemail system with four auto attendants
- 1500 long distance minutes, minimum
- End-to end integrated solution from a single vendor
- Blended architecture cloud based voip phone system
- National Disaster Recovery network
- Cloud based message storage
- Ability to reroute calls to cell phones or other locations
- Interface with standard fax machines
- Key system emulation
- Vendor service level agreement
- End-to-end QOS management
- Voice prioritization
- Two way traffic shaping
- 30 day money back guarantee
- 24/365 day proactive support
- Next day equipment replacement
- Quality sound over standard internet connections
- Smart phone integration
- Find-me/Follow-me call forwarding
- Multi location operation

Desktop unified communications interface for all users
Chat capability
Built in conference calling bridge for up to 150 users with passcode
Video conferencing capabilities
Web based user capability
Multilayer automated attendant
Time based call routing
Extension user rights
Unlimited free voice mail
Web based user administration
Paging and group paging Voice mail groups
Line pooling between locations
Line bursting
Flexible call routing
Standard phone features such as hold, transfer, DND, directory, mute, headset capability, call log, call parking, intercom and paging
Multiple location call transfer
Voicemail to email/unified messaging
Analog device support
Customized on-hold music and message capability
Soft phone extension
Surge protection
Battery backup

All incoming lines must use the current phone numbers.

System manager functionality must be provided which allows the customer the ability to change, add, delete, or reset voicemail boxes. Customer must be able to change the greeting on the voicemail system, update the system clock and program system speed dials.

Phone system must connect to all existing paging systems.

Package must include installation costs of all services including any additional wiring and equipment necessary for implementation of phone system.

Prices do not include applicable tax and regulatory charges.

Provider must be able to complete any future line moves, additions or deletions within three (3) business days.

Technician response times to rectify service issues must be less than 8 business day hours.

Monthly costs for service and maintenance must be included.

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City's intended use.

BIDDING ON:

MFG: _____

MODEL: _____

BRAND: _____

DELIVERY: _____ CALENDAR DAYS FROM DATE OF ORDER.

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

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

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

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

RESOLUTIONS

RESOLUTION NO. 14-R - _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
REAL ESTATE PURCHASE AGREEMENT**

WHEREAS the Council for the City of Anniston believes that the City should acquire certain real estate, more particularly described on Exhibit A to the Purchase and Sale Agreement attached hereto (the "Property"), for use in connection with and in furtherance of the Coldwater Mountain Bike Trail;

WHEREAS the Council believes that the acquisition of the Property will serve the public's best interests and will promote the health, wealth and development of the City;

WHEREAS the Council finds that the terms and conditions for the purchase of the Property, as set forth in the Purchase and Sale Agreement attached hereto, are fair and appropriate and Council desires to enter into the same;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama that the City Manager is authorized and directed to execute the Purchase and Sale Agreement attached hereto in the name of, and on behalf of, the City.

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

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT (the "Contract") dated as of the ____ day of June, 2014 (the "Effective Date" and being that date last executed by Seller or Purchaser), is by and between 202 FIVE, an Alabama general partnership (the "Seller") and The City of Anniston, Alabama, a municipal corporation, or its assigns (the "Purchaser"). (Seller and Purchaser are each individually sometimes referred to in this Contract as a "Party" and together sometimes referred to as the "Parties").

WHEREAS, Seller is the owner of that certain real estate located in Calhoun County, Alabama, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Seller has agreed to sell the Property to Purchaser, and Purchaser has agreed to purchase the Property from Seller, subject, in all respects, to the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Seller, Seller and Purchaser hereby agree as follows:

Section 1. Contract to Sell and Purchase. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller.

Section 2. Purchase Price; Payment of Purchase Price. The purchase price for the Property shall be One Hundred Fifty Five Thousand and No/100 (\$155,000.00) Dollars (the "Purchase Price"). The Purchase Price is premised on the Property including a total of sixty two (62) acres. Purchaser shall have the right, at its expense, to have a survey made with respect to the Property. In the event any survey obtained by Purchaser reflects the Property to include a quantity of other than exactly sixty two (62) acres the Purchase Price shall be equal to the product of multiplying the quantity of land shown on the survey in acres, rounded to the nearest one hundredth, by Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars. For example, should the survey reflect total land quantity of 59.734 acres the Purchase Price shall be changed to One Hundred Forty Nine Thousand Three Hundred Twenty Five and No/100 (\$149,325.00) Dollars (or Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars times 59.73). The Purchase Price shall be paid by Purchaser to Seller at Closing (as hereafter defined). In the event Purchaser elects not to have a survey done with respect to the Property it is agreed the Purchase Price shall be One Hundred Fifty Five Thousand and No/100 (\$155,000.00) Dollars.

Section 3. Earnest Money. Seller has waived the requirement that Purchaser make an earnest money deposit with the mutual promises and covenants contained herein and other good and valuable consideration acknowledged as good and adequate consideration by Seller.

Section 4. Conditions Precedent. The obligation of Purchaser to purchase the Property from Seller shall be subject to, and contingent upon, the following conditions precedent (herein called the "Conditions"):

(a) title to the Property, including all exceptions to title, shall be satisfactory to Purchaser in all respects;

(b) any survey of the Property delivered to, or obtained by, Purchaser shall be satisfactory to Purchaser in all respects;

(c) zoning of the Property must be suitable for the intended use of the Property by Purchaser and all necessary permits can be obtained for Purchaser's proposed use of the Property;

(d) Purchaser shall have the right to obtain an environmental inspection of the Property and the results of such environmental inspection must be satisfactory to Purchaser in all respects in the sole and absolute discretion of Purchaser;

(e) that no portion of the Property is located within a flood zone which restricts Purchaser from building and all soil conditions are suitable for Purchaser's contemplated improvements to be erected on the Property;

(f) Purchaser determining that utilities are available to the boundaries of the Property, that such utilities can be secured in quantities necessary for Purchaser's intended use of the Property and that Purchaser can tie into such existing utility lines by the payment of normal tie in fees; and

(g) Purchaser determining that the Property has direct access to a public street or road for which an access permit can be secured or that there is otherwise legal access to the Property through an easement acceptable to Purchaser.

Purchaser shall have through July 18, 2014, to investigate and/or resolve the Conditions (the "Inspection Period"). In the event Purchaser is not satisfied with any of the Conditions by the end of the Inspection Period, Purchaser may cancel this Contract by written notice to Seller in which event this Contract shall be deemed terminated and neither Party shall have any further obligation to the other.

Section 5. Inspections. Subsequent to the Effective Date, Purchaser shall have free access to the Property. Purchaser and its agents and others engaged by them shall have the right to enter upon the Property for the purpose of inspecting the Property, conducting studies, making surveys and soil tests and performing such other similar investigations as Purchaser determines are desirable and appropriate. Purchaser shall indemnify, defend and save Seller harmless from and against any and all damages, costs, injuries and liabilities to the Property and/or any persons or property which may occur by reason of any such investigations, inspections, tests, surveys, studies or any other entry upon or use of the Property by Purchaser or its employees, contractors

or agents. Purchaser's indemnity obligations herein shall survive the Closing or the earlier termination of this Contract.

Section 6. Closing. If Purchaser has not terminated this Contract pursuant to Section 4 hereof, Closing (the "Closing") between the Parties shall take place (the "Closing Date") as soon as possible but in no event later than 5:00 o'clock p.m. on July 31, 2014, at a location in Anniston, Alabama, which Purchaser and Seller shall mutually agree upon.

Section 7. Conveyance. At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property by warranty deed subject only to such exceptions, restrictions and easements as shall be acceptable to Purchaser in its discretion (in accordance with Section 4 of this Contract). Possession of the Property shall be given to Purchaser on the Closing Date. The Closing shall be conditioned on there having been no change with respect to any of the Conditions during the period of time beginning on the expiration of the Inspection Period and the Closing Date.

Section 8. Closing Documents. At Closing, Seller shall deliver to Purchaser the following documents:

(a) A warranty deed in form sufficient to convey to Purchaser good and marketable fee simple title to the Property;

(b) Such other forms as are generally required by title companies incident to the issuance of title insurance policies;

(c) All affidavits, forms and other documents required by the Internal Revenue Service including, without limitation, the Nonforeign Entity Affidavit and a Form 1099, and all other forms of any governmental agencies (federal, state and local) as may be required;

(d) An affidavit to the effect that the Seller is unaware of any environmental issues with respect to the Property or ongoing litigation that would in any manner affect the Property; and

(e) All other instruments and documents as may be reasonably required or requested by Purchaser or Seller in order to consummate the transactions contemplated hereby and permit the conveyance to Purchaser of good and marketable fee simple title to the Property.

Section 9. Prorations. At or prior to Closing Seller shall pay all taxes, real and personal, through 2013. Ad property taxes applicable to the Property for 2014 shall be pro-rated between Seller and Purchaser at Closing based on available information and Purchaser shall be responsible for payment of the 2014 ad valorem taxes without contribution from Seller.

Section 10. Expenses; Preparation of Documents. Purchaser will pay for the expenses of Wilson, Dillon, Pumroy & James, L.L.C., as closing attorney and all other customary closing costs. Seller will pay the fees of any attorneys or advisors engaged by Seller.

Section 11. Prior Agreements. This Contract supersedes any prior verbal agreement between Purchaser and Seller relating to the subject matter of this Contract.

Section 12. Condemnation. In the event that any part of the Property is taken by condemnation subsequent to the Effective Date but prior to Closing or is the subject of any pending or threatened condemnation action, Purchaser shall have the right and option exercisable in its sole discretion (i) to terminate this Contract without consummating the Closing whereupon this Contract shall be void and of no further force and effect or (ii) accept an assignment of the condemnation award otherwise payable to Seller as a result of such condemnation (provided however that Seller shall be entitled to any portion of such condemnation award in excess of the Purchase Price).

Section 13. Covenant of Title. Seller represents and warrants (i) that Seller owns good and marketable fee simple title to the Property, (ii) that the Property is not subject to any lease, option, contract or any similar matter which would not be capable of being satisfied at or prior to the Closing Date or affect or be in any way prior to the rights of Purchaser hereunder or any threatened or pending condemnation, (iii) that Seller is the only party in possession of the Property, and (iv) that Seller has full right and power to enter into this Contract and that no consent or approval on the part of any person or party other than Seller is required for Seller to enter into this Contract. The representations and warranties set forth in this Contract are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing.

Section 14. Remedies. In the event the Closing is not consummated as a result of a default on the part of Purchaser, Seller shall be entitled either to (a) terminate this Contract in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder except those that expressly survive the termination of this Contract; or (ii) proceed for specific performance of Purchaser's obligations under this Contract and such damages Seller has sustained as a result of the default by Purchaser. In the event the Closing is not consummated as a result of a default on the part of Seller, other than the ability of Seller to transfer good and merchantable fee simple title to the Property, Purchaser shall elect, as its sole remedy, either to (a) terminate this Contract in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder except those that expressly survive the termination of this Contract; or (ii) proceed for specific performance of Seller's obligations under this Contract and such damages Purchaser has sustained as a result of the default by Seller. In the event either Party employs an attorney in connection with a claim(s) by one Party against the other arising from the operation of this Contract, the non-prevailing Party shall pay the prevailing Party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claim(s).

Section 15. Brokers. The Parties represent and warrant to each other that there are no real estate brokers or other parties who are entitled to any commission, fee or other compensation in connection with the transaction contemplated by this Contract. The Parties agree to defend, indemnify and hold each other harmless from and against any loss, cost, damage and expense including, without limitation, attorney's fees, arising out of any and all claims by any person, firm or corporation with whom either Party has dealt and who shall claim any such commission

fee or other compensation. The provisions of this Section shall survive the Closing or earlier termination of this Contract.

Section 16. Assignability. This Contract and any part hereof and any right herein in favor of Purchaser shall be freely assignable by Purchaser at any time without the necessity of obtaining the consent or approval of Seller.

Section 17. Notices. All notices and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent overnight express delivery or certified or registered mail, with charges and postage prepaid, to such addresses:

(a) If to Seller: 202 FIVE, an Alabama general partnership
Attn.: William H. Jackson, Esq.
1304 Quintard Avenue
Anniston, Alabama 36201

(b) If to Purchaser: The City of Anniston, Alabama
Attn.: City Manager
1128 Gurnee Avenue
Anniston, Alabama 36201

With a copy to: Bruce J. Downey, IV, Esq.
The Downey Law Firm, LLC
901 Noble Street, Suite 100
Anniston, Alabama 36201

Either Party may, by like notice, designate any further addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed by such Party or on behalf of such Party by a duly authorized officer, employee, agent or attorney. Further, this Contract or any other communication between the Parties may be transmitted either by facsimile or electronic mail and shall be binding on the Party so executing it on receipt by the other Party.

Section 18. Binding Effect. This Contract shall be binding upon the respective successors and assigns of Seller and Purchaser.

Section 19. Entire Contract; Amendment. This Contract constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Contract may be amended only by an instrument in writing duly executed by the Parties hereto. No amendment shall be effected by any course of conduct or dealing between the Parties or by custom or practice.

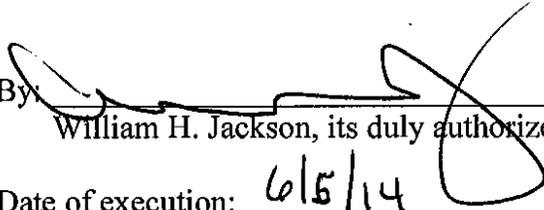
Section 20. Counterparts; Transmission by Electronic Means or Facsimile. This Contract may be executed in one or more counterparts each of which shall be deemed an original

and all such counterparts shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single counterpart to physically form one document. Any signature transmitted by facsimile or electronic copy shall be treated, in all respects, as if it were an original signature.

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed and have caused this Contract to be dated the day and year first above written although executed by the Parties on the dates shown below.

Seller:

202 FIVE, an Alabama general partnership

By:  _____
William H. Jackson, its duly authorized partner

Date of execution: 6/5/14

Purchaser:

The City of Anniston, Alabama

By: _____
Brian Johnson, its City Manager

Date of execution: _____

Exhibit "A"

A parcel of land located in Section 7, Township 16 South, Range 8 East, Calhoun County, Alabama, being more particularly described as follows:

Beginning at the point accepted as being the Southwest corner of said Section 7; thence due North along the accepted West line of said Section 7 a distance of 474.60 ft. to the true point of beginning of the hereafter described parcel; thence continue due North a distance of 464.24 ft.; thence South 87 degrees 24 min. 18 sec. East a distance of 271.00 ft.; thence due North a distance of 378.00 ft.; thence South 87 degrees 24 min. 18 sec. East a distance of 800.00 ft.; thence due North a distance of 351.15 ft.; thence South 87 degrees 46 min. 22 sec. East a distance of 291.55 ft.; thence North 00 degrees 09 min. 30 sec. West a distance of 1007.71 ft.; thence South 89 degrees 58 min. 20 sec. East a distance of 573.36 ft.; thence South 00 degrees 54 min. 57 sec. East a distance of 1814.38 ft. to the Anniston city limits; thence clockwise along a curve with radius of 7920 ft. a chord bearing of North 62 degrees 04 min. 57 sec. West a chord length of 728.65 ft.; thence South 00 degrees 19 min. 15 sec. East a distance of 1137.43 ft. to the accepted Southeast corner of the SW1/4 of the SW1/4 of said Section 7; thence South 89 degrees 44 min. 05 sec. West along the accepted South line of said Section 7 a distance of 1193.38 ft.; thence due North a distance of 300.00 ft.; thence South 89 degrees 56 min. 38 sec. East a distance of 100.00 ft.; thence North 00 degrees 03 min. 07 sec. East a distance of 174.93 ft.; thence North 89 degrees 58 min. 34 sec. West a distance of 230.11 ft. to the true point of beginning. Containing 59.53 acres, more or less, and situated, lying and being in Calhoun County, Alabama.

Also, a parcel of land located in Section 7, Township 16 South, Range 8 East, Calhoun County, Alabama, being more particularly described as follows:

Beginning at the point accepted as being the Southwest corner of said Section 7; thence due North along the accepted West line of said Section 7 a distance of 938.84 ft. to the true point of beginning of the hereafter described parcel; thence continue due North a distance of 378.00 ft.; thence South 87 degrees 24 min. 18 sec. East a distance of 271.00 ft.; thence due South a distance of 378.00 ft.; thence North 87 degrees 24 min. 18 sec. West a distance of 271.00 ft. to the point of beginning. Containing 2.35 acres, more or less, and situated, lying and being in Calhoun County, Alabama.

It is the intent of the Parties to identify as the Property those contiguous tracts of land identified by the Revenue Commissioner of Calhoun County, Alabama, as of the Effective Date of this Contract, Parcel 21-03-07-3-002-001.000, Parcel No. 21-03-07-3-003-073.000 and Parcel No. 21-03-07-3-003-075.000.

RESOLUTION NO. 14-R-___

**RESOLUTION TO ADOPT AND IMPLEMENT THE
ONE CITY ONE VISION STRATEGIC PLAN AND IMPLEMENTATION MATRIX**

WHEREAS, the City of Anniston has committed and strives to advance the community in an open, collaborative community based way; and

WHEREAS, over 600 residents and stakeholders have worked for the past year to create a compelling and action agenda that addresses aspects for the economic, social and cultural enrichment of the community; and

WHEREAS, the ONE CITY ONE VISION Strategic Plan along with its Implementation Matrix, captures both the reality and aspirations of a proud and forward thinking community; and

WHEREAS, the City of Anniston is committed to supporting the voice and work of the community

NOW, THEREFORE BE IT RESOLVED as brought forth and recommended by the community, the ONE CITY ONE VISION Steering Committee, and the Anniston City Planning Commission, the Anniston City Council adopts for implementation the ONE CITY ONE VISION Strategic Plan in its entirety.

PASSED AND ADOPTED this ___ day of _____, 2014.

CITY OCUNCIL 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. 14-O-___

**AN ORDINANCE ESTABLISHING A STORMWATER USER FEE CHARGE SYSTEM;
ESTABLISHING A SCHEDULE OF STORMWATER USER FEE CHARGES; ESTABLISHING
A STORMWATER ENTERPRISE FUND; REPEALING PRIOR ORDINANCES IN CONFLICT
AND FOR OTHER PURPOSES**

WHEREAS, the City of Anniston is subject to the provisions described in the preamble section of the Act #2014-439 (“the Act”), originally passed as Senate Bill 355 (SB355). The provisions described in the preamble section include, but are not limited to, the following: amendments of specific Sections of the Code of Alabama; the MS4 Permit; regulation of discharges to MS4s; acknowledgement of the United States Environmental Protection Agency’s (USEPAs) “Maximum Extent Practicable” standard; adherence to the tenets of Section 111.05 of Article IV of the Constitution of Alabama of 1901; the limited authorities of self-governance conferred upon counties pursuant to Chapters 3 and 3A of Title 11 of the Code of Alabama 1975; and

WHEREAS, the City Council for the City of Anniston, Alabama (the “Council”) finds that it is in the interests of the City of Anniston to establish and maintain a stormwater utility so as to enhance stormwater management systems and facilities and stormwater management services; and

WHEREAS, the Council finds that it is also in the best interests of the citizens of Anniston to establish a system of user fee charges as well as billing and collection procedures related to the stormwater utility and as called for in the Act;

WHEREAS, the Council finds that it is also in the best interests of the citizens of Anniston for there to be a stormwater utility enterprise fund in accordance with applicable state law, such that all monies deposited in this Fund shall be held in trust and expended in strict accordance with the provisions stipulated in the Act; and

WHEREAS, under the authority of the Act, the City of Anniston hereby levies upon each parcel of real property or portion thereof located within the corporate limits of the City of Anniston a fee to be determined as called for herein for the purpose of funding the stormwater program and to comply with requirements of the National Pollution Discharge Elimination System (NPDES) NPDES Municipal Separate Storm Sewer System (MS4) Permit ALR040004 (“the MS4 Permit”) held by the City of Anniston;

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

Section 1. The Council hereby recodifies Chapter 29½ of “The Code of the City of Anniston, Alabama, 1981” so as to be entitled “Storm Water Management.” The Council hereby enacts Article I of Chapter 29½, which shall be entitled “Storm Water Management Regulation.” The Council further restates Sections 29.1 through 29.11, as those Sections exist in their entirety as of the date of this ordinance, which are hereby incorporated and adopted herein by reference, to be recodified, included and restated within Article I, Storm Water Management Regulation, of Chapter 29½, Storm Water Management.

Section 2. The Council hereby enacts and codifies Article II, entitled “Storm Water User Fee Charge,” of Chapter 29½, “Storm Water Management,” of “The Code of the City of Anniston, Alabama, 1981” to state in its entirety as follows:

ARTICLE II – STORMWATER USER FEE CHARGE

Section 29½.12. Findings of Fact. In support of establishment of a Stormwater User Fee Charge System, the Mayor and City Council for the City of Anniston, Alabama make the following findings of fact:

- a. The Mayor and City Council of Anniston finds and declares that it is in the public interest and the health, safety, and welfare of the citizens of this municipal government to promote effective and efficient compliance with federal and state laws, rules, regulations, and municipal permits relating to storm water discharges into and from municipal separate storm sewers, and to promote and authorize the discovery, control, and elimination, wherever practicable, of that discharge.
- b. It is the intention of the City by passage of this chapter to implement applicable storm water laws adopted by the State of Alabama and the Federal government and comply with the same. Failure to implement these laws and effectively manage stormwater runoff may:
 - i. Cause erosion of lands; threaten commercial businesses, residences, and other facilities and properties with water damage; and may environmentally impair the rivers, streams, and other bodies of water within, and downstream of, the City.
 - ii. Adversely affect the operations of the sanitary sewer system operated by the City of Anniston thereby increasing the likelihood of infiltration and inflow into the sanitary sewer system.
 - iii. Contribute to the potential degradation of the quality of both surface water and groundwater resources.
- c. It is further the intention of the City to adopt policies and procedures pertaining to the City's MS4 Permit and to assert the enforcement authority needed in order to satisfy the requirements of storm water laws, further, to act by resolution or ordinance enforceable in the City's municipal court and by civil procedures in district and circuit courts, including fines, penalties, damages, and injunction as authorized and appropriate.
- d. It is further the intention of the City to establish the financial need to fund the administration, operations, and projects of the stormwater program and the methods to generate and collect the necessary revenue and to utilize the billing, and collection capabilities and the authority of the Calhoun County Tax Assessor and Tax Collector for that purpose.
- e. It is further the intention of the State of Alabama Legislature to limit the jurisdictional scope of the storm water management program to include only those sites discharging into the MS4 and to limit the substantive scope of the local MS4 Permit programs to include only those rules, regulations, and/or aspects that are absolutely required to satisfy the Clean Water Act, as specifically set out in the Code of Federal Regulations.
- f. The purpose of this ordinance is to provide a funding mechanism to aid the City in meeting the financial obligations imposed by the MS4 Permit and the required Stormwater Management Plan (SWMP), an unfunded federal mandate, and to limit the expenses of compliance with said permit by setting the strict limitations on the scope of the compliance program to include only those rules, regulations, and/or aspects that are absolutely required to satisfy the Clean Water Act, as specifically set out in the Code of Federal Regulations.
- g. It is further the intention of the City to primarily rely upon ADEM, to the fullest extent allowed by applicable state and federal laws, for the permitting and enforcement of all

NPDES sites under the jurisdiction of ADEM rather than subjecting such sites to double regulation.

- h. The City presently owns and operates stormwater management systems and facilities, which have been developed over many years. The future usefulness and operational function of the existing stormwater management systems and facilities owned and operated by the City, and the additions and improvements thereto, rests on the ability of the City to effectively manage, protect, control, regulate, use, and enhance stormwater systems and facilities within the City in concert with the management of other water resources within the City. In order to do so, the City must have both a comprehensive stormwater management program as well as an adequate and stable funding source for implementation of its comprehensive stormwater management program and drainage-related capital improvement needs.
- i. The City is required under Federal and State regulations (i.e. the Federal Clean Water Act and the City's MS4 Permit) to implement a SWMP to address pollutants which may be discharged from the public MS4 into downstream waterways to the "maximum extent practicable" as required by applicable laws. Therefore, it is appropriate for the City to impose a stormwater user fee charge upon specified, non-exempt properties that may discharge, directly or indirectly, into the public MS4, or receive stormwater services from the City, either directly or indirectly, whether or not the property is private or public in nature.
- j. Given the stormwater management program's needs, goals, priorities and funding strategy identified herein, it is appropriate for the City to authorize the formation of an organizational and accounting entity in the form of a Stormwater Enterprise Fund dedicated specifically to the management, maintenance, protection, control, regulation, and use of stormwater management services, systems and facilities within the City and to assist the City in compliance with applicable State and Federal stormwater regulations.
- k. Stormwater management is applicable and needed throughout the incorporated areas of the City. While specific service and facility demands may differ from area to area at any given point in time, a stormwater management system and service area encompassing all lands and water bodies within the incorporated areas of the City of Anniston is appropriate and in accordance with specific regulatory requirements imposed on the City.
- l. The stormwater management services rendered may differ depending on many factors and considerations, including but not limited to, location, demands and impacts imposed on the stormwater management systems and programs, and risk exposure. It is practical and equitable to allocate the cost of stormwater management to specified, non-exempt properties in general proportion to the demands the properties impose on the City's stormwater management program which results in services being provided to such properties. The fair and equitable apportionment of costs via the user fee charge system detailed in the Act generally correlates to the stormwater management services provided to properties and the runoff demand that those properties impose on the public drainage system and the City's stormwater management program.
- m. The stormwater management needs in the City include, but are not limited to, protection of the public health, safety, and welfare of the community. Provision of stormwater management services renders and/or results in both a service and a benefit to all properties, property owners, businesses, citizens, and residents of the City in a variety of ways even though the benefits may be indirect or immeasurable.

- n. The amount of impervious surface on each property is generally the most important factor influencing stormwater runoff characteristics and these characteristics bear a rational nexus to the cost of the stormwater management services provided by the City to that property. As a result, the amount of impervious surface on each commercial property is therefore the most appropriate parameter for determining the stormwater user fee charge as specified in the Act. Stormwater user fee charges based on the amount of impervious surface present on each property is the most appropriate and equitable means of allocating the cost of stormwater management services throughout the City.
- o. It is imperative that the proceeds from all user fee charges for stormwater management services, systems or facilities, together with any other supplemental revenues raised or otherwise allocated specifically to stormwater management services, systems or facilities, be dedicated solely to those purposes, and such proceeds of user fee charges and supplemental revenues shall therefore be deposited into the City of Anniston Stormwater Enterprise Fund and shall remain in that fund and be dispersed only for stormwater management capital, operating and non-operating costs for stormwater management purposes in accordance with applicable laws.
- p. In order to protect the health, safety and welfare of the public, the governing authority of the City of Anniston hereby exercises its authority to establish Stormwater user fee charge rates for the City's use in the implementation of its stormwater management program.

Section 29½.13. Definitions. In general conformance with Section §11-89C-2 of the Alabama Code, the following words and phrases shall have the following meanings when used under this Article:

- a. AGRICULTURAL LAND. Any real property classified or assessed as agricultural or forest land for property tax purposes.
- b. CLASS III PROPERTY. Per Amendment 325 of Article 217 of Section XI of the Alabama Constitution of 1901, Class III property is defined as all agricultural, forest and residential property.
- c. COMMERCIAL PROPERTY. Any real property that is not residential property, as defined in this section, or has not specifically been exempted from the fee provisions set out in Section 11-89C-9 (d) (1).
- d. COMMERCIAL SPACE. The total area of all impervious surfaces associated with and located on commercial property.
- e. DEVELOPED PROPERTY. A parcel of land that has been altered from its natural condition by the acts of man which results in the installation of no less than 1,000 square feet of impervious surface.
- f. GOVERNING BODY. The governing body of a municipality in the state which is now or may hereafter be specifically designated in 40 C.F.R. Part 122, including, but not limited to, any appendices or revisions promulgated by EPA in conjunction with any expansion of the agency's municipal separate storm sewer system program (e.g. Phase III, Phase IV, and/or equivalent expansions), or by ADEM pursuant to the authority delegated to it under the Clean Water Act, 33 U.S.C. §1251 et seq.
- g. GREENFIELD. Any real property not previously developed.
- h. HISTORIC BUILDINGS (as per Ala. Code Sec. 40-8-1). Regardless of the use to which such property is put, all buildings or structures (i) determined eligible by the state historic preservation officer for listing on the National Register of Historic Places; or (ii) located in a registered historic district and certified by the United States Secretary of the Interior as being of historic significance to the district.

- i. ILLCIT DISCHARGE. Any discharge to a municipal separate storm sewer that is not composed entirely of storm water, except discharges pursuant to an NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from fire-fighting and emergency management activities.
- j. IMPERVIOUS SURFACE. Those areas which prevent or impede the infiltration of stormwater into the soil in the manner in which it entered the soil, in natural conditions, prior to development and causes stormwater runoff to collect, concentrate or flow in a manner materially different from what would occur if the land were in an unaltered natural condition. Common impervious surfaces include, but are not limited to, rooftops, buildings or structures, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, awnings and other fabric or plastic coverings, and other surfaces which prevent or impede the natural infiltration of rainfall, or stormwater runoff, which existed prior to development.
- k. MUNICIPAL SEPARATE STORM SEWER (MS4). A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains which meets all of the following classifications:
 - i. Owned or operated by the City;
 - ii. Designed or used for collecting or conveying storm water;
 - iii. Which is not a combined sewer; and
 - iv. Which is not part of a publicly owned treatment works as defined in 40 C.F.R. §122.2.
- l. RESIDENTIAL PROPERTY. Any single-family, owner-occupied residential property, historic buildings, or sites classified or assessed as Class III property, pursuant to Section 217 of Article XI of the Constitution of Alabama 1901.
- m. RULE. Any public corporation regulation or standard of general applicability that prescribes or recommends law, procedure or policy for its member governing bodies specifically including all pro forma ordinances, regulations, resolutions, rules, procedures or remedies adopted and recommended by a public corporation.
- n. STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY. The discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program under 40 C.F.R. Part 122, but shall include discharges from facilities which are included in the categories of industries listed in 40 C.F.R. §122.26(b)(14)(i) through (xi), inclusive, together with all subsequent categories of industries which may be so designated in 40 C.F.R. §122.26(b)(14) by EPA.
- o. STORM WATER LAWS. Those provisions of the Clean Water Act, 33 U.S.C. §1251 et seq., together with all other and subsequent applicable federal and state laws, rules, and regulations, as set out in applicable permits, relating specifically to the control discharges to into and from municipal separate storm sewers, but specifically excluding any guidance and/or interpretations of said laws, rules, and/or regulations not promulgated in accordance with the Alabama Administrative Procedure Act or Administrative Procedure Act, 5 U.S.C. §500 et seq. 27 "§11-89C-4.

Section 29½ .14. Establishment of Stormwater Enterprise Fund.

- a. There is hereby established the City of Anniston Stormwater Management Program, which shall be responsible for stormwater management services throughout the incorporated areas of the City, and which shall provide for the management, protection, control, regulation, and use of the City's stormwater management systems and facilities and stormwater management services.

- b. There is hereby established a Stormwater Enterprise Fund in the City budgeting and accounting systems for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the City of Anniston Stormwater Management Program, including, but not limited to, rates, charges, and fees as may be established by the Mayor and City Council, and other funds that may be transferred or allocated to the Stormwater Enterprise Fund for the purposes of funding stormwater management services.
- c. All revenues received from the stormwater user fee charge shall be placed in the Stormwater Enterprise Fund in trust and shall be utilized in accordance with applicable provisions as outlined in the City's financial policies. Other forms of revenue and/or financial resources, not accounted for in the stormwater user fee charge revenue, may be allocated by the Mayor and City Council to provide supplemental funding to the stormwater management program and for the provision of stormwater management services.
- d. The overall responsibility for the operation, maintenance and regulation of the Stormwater Management Program services performed, owned and operated or maintained by the City, and other related assets, including, but not limited to, properties, other than road rights-of-way, upon which such stormwater management systems and facilities are located, easements, rights-of-entry and access and certain equipment used solely for stormwater management shall rest with the City Manager.

Section 29½.15. Stormwater Management Program Service Area.

- a. There shall be one Stormwater Management Program service area which shall encompass the municipal boundaries of the City of Anniston. The City has established that all developed parcels within the municipal boundaries receive stormwater management services from the City. Developed parcels within the defined service area will receive a stormwater user fee charge in accordance with applicable provisions of the Act because: (1) they contribute stormwater runoff to the public drainage system; (2) they are directly or indirectly connected to the City's drainage system; and (3) they receive stormwater management services from the City to varying service levels from which they derive some degree of benefit even though the benefit may be indirect or immeasurable.

Section 29½.16. Stormwater Management Program Scope of Responsibility and Extent of Service.

- a. The Stormwater Management Program shall provide stormwater services for existing and proposed public stormwater management systems and facilities as defined in this Ordinance, subject to funding availability and to policy determinations made in the best interest of the public health, welfare and safety and the environment. Additionally, the Stormwater Management Program may accept the responsibility for providing stormwater management services to private stormwater management systems and facilities, acceptance of which conforms to policies established by the Mayor and City Council, or those persons or entities designated by the Mayor and City Council to set such policies.
- b. The City owns or has rights established by written agreements which allow it to operate, maintain, improve and access those stormwater management systems and facilities which are located:

- i. Within public road rights-of-way;
 - ii. On private property but within legally dedicated easements granted to, and accepted by, the City;
 - iii. On private property where the City has been granted, by written agreements, for rights-of-entry, rights-of-access, rights-of-use or other permanent provisions for operation, maintenance, improvement and access to the stormwater management system facilities located thereon;
 - iv. On land dedicated to, and accepted by, the City solely for the operation, maintenance, improvement and access to the stormwater management systems and facilities located thereon; or
 - v. On public land which is owned by the City and/or land of another governmental entity upon which the City has agreements providing for the operation, maintenance, improvement and access to the stormwater management systems and facilities located thereon.
- c. Operation, maintenance and/or improvement of stormwater management systems and facilities which are located on private or public property not owned by the City, and for which there has been no written agreement granting easements, rights-of-entry, rights-of-access, rights-of-use or other form of dedication thereof to the City for operation, maintenance, improvement and access of such stormwater management systems and facilities shall be and remain the legal responsibility of the property owner, except as otherwise provided for by the state and federal laws and regulations.
- d. The City of Anniston may provide stormwater management services to privately owned stormwater management systems and facilities to ascertain that said facilities are functioning as designed and approved. The City may provide for remedial maintenance of said private facilities based upon the severity of stormwater problems and potential hazard to the public health, safety, and welfare and the environment, and in cases where such remedial maintenance is required the City reserves the right to bill the owner or owners of said private facility for the costs of such maintenance.
- e. It is the express intent of this Ordinance to protect the public health, safety and welfare of people and property in general, but not to create any special duty or relationship with any individual person, or to any specific property within or outside the municipal boundaries of the City. The City expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages or equitable remedies upon the City, its elected officials, officers, employees and agents arising out of any alleged failure or breach of duty or relationship.
- f. If any permit, plan approval, inspection or similar act is required by the City as a condition precedent to any activity or change upon property not owned by the City pursuant to this or any other regulatory ordinance, regulation or rule of the City, or under Federal or State law, the issuance of such permit, plan approval or inspection shall not be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action, including any action based on failure to permit, negligent issuance of a permit, negligent plan approval, or negligent maintenance of any permitted stormwater management system or facility not expressly dedicated to and accepted by the City for further maintenance in an action seeking the imposition of money damages or equitable remedies against the City, its Council members, the Mayor, officers, employees or agents.

Section 29½.17. Stormwater User Fee Charge Customer Classes.

- a. The City shall establish specified customer classes within the service area in accordance with the Act. Publicly owned, developed properties are subject to the user fee charges on the same basis as private properties, unless as otherwise exempted in the Act. The classes will encompass properties as designated by the Act within the City as follows:
 - i. Exempt Class: The City shall not establish, levy, or impose fees, charges, or assessments from or against entities regulated by the Alabama Public Service Commission, owners of greenfields, and/or owners of agricultural land as per Section 11-89C-9 (d) (1) of the Act.
 - ii. Residential Class: The Residential Class shall be defined as per the definition of Residential Property provided herein, except that the Residential Class shall not include Agricultural Land.
 - iii. Commercial Class: The Commercial Class shall be defined as per the definition of Commercial Property provided herein.

Section 29½.18. Stormwater User Fee Charges.

- a. The City of Anniston shall establish, levy, and impose pursuant to this ordinance, a revenue-raising measure within the jurisdiction, consisting of a system of stormwater user fee charges to comply with applicable stormwater laws. The stormwater user fee charges shall be levied and collected as specified in this ordinance.
- b. It shall be the policy of the City that user fee charges for stormwater management services provided by the City in the designated service area shall be equitably derived through methods which have a demonstrable relationship to the varied demands and impacts imposed on the stormwater management services by individual properties and/or the level of service rendered by, or resulting from, the provision of stormwater management services by the City.
- c. The basis for calculation of the stormwater user fee charge to developed property within the City is established in this Ordinance. The City shall assign or determine the customer class, amount of impervious area and other pertinent factors as may be needed for the fair, reasonable and equitable allocation of the costs to deliver stormwater management services and to calculate the stormwater user fee charges for developed properties in the City.
- d. Stormwater user fee charge rates shall be structured so as to be uniform within the customer class, and the resultant user fee charges shall bear a reasonable connection, or rational nexus, to the cost of providing stormwater management services.

Section 29½.19. Stormwater User Fee Charge Rates.

- a. The City shall impose a stormwater user fee on Developed Properties within the service area in a fair and equitable manner. The City shall apportion the cost of delivering stormwater services to developed properties based on the demand the property places on the City's stormwater management program, the stormwater services provided by the City to that property and the benefits derived.
- b. Gravel and compacted soil associated with driveways, parking areas, and other areas that consist of these type surface (or near surface) conditions on developed property will be

designated as impervious surface and included in the customer's user fee charge calculation because of the hydrologic response characteristics of these materials.

- c. The periodic stormwater user fee charges imposed on specified, non-exempt properties shall be in accordance with the Act.
 - i. Residential Rate: The City shall levy an annual flat fee of ten dollars (\$10.00) to owners of residential property as per Section 11-89C-9(d)(2) of the Act.
 - ii. Commercial Rate: The City shall levy an annual fee to owners of commercial property of one-half of one cent (\$0.005) per square foot of commercial space on, or within the property, provided that, regardless of actual square footage of commercial space on, or within the property, no such annual fee, charge, or assessment shall exceed three thousand dollars (\$3,000) as per Section 11-89C-9(d)(3) of the Act.

Section 29½.20. Enforcement and Inspections.

- a. All property owners of improved property within the incorporated areas of the City shall provide, manage, maintain, and operate on-site stormwater management systems sufficient to collect, convey, detain, and discharge stormwater runoff in a safe manner consistent with applicable City development regulations, ordinances, as well as State and Federal laws. Any failure to meet this obligation shall constitute a violation of this Ordinance and be subject to citation and prosecution in the City of Anniston Municipal Court. Each day such violation exists shall constitute a separate offense.
- b. The City shall have the authority as granted in Section §11-89C-4(20); Section §11-89C-4 (21); and Section §11-89C-9(a)(6) of the Act to perform inspections and undertake enforcement actions pursuant to compliance with applicable stormwater laws.
- c. The City of Anniston hereby establishes the necessary measures and procedures for the enforcement of rules, regulations, resolutions, ordinances, or orders through actions before a municipal, district or circuit court of competent jurisdiction, including penalties for violations in accordance with Section §11-45-9 of the Act.
- d. The City of Anniston may institute a civil suit for damages or injunctive relief, except as limited by Section §11-89C-11 and Section §11-89C-12 of the Act, in any district or circuit court having jurisdiction for a violation of this chapter. Damages may include all costs, expenses, or other losses resulting directly or indirectly from a violation of any rule, regulation, resolution, ordinance, order, or other provision authorized by this chapter, and may include attorney's fees, court costs, and trial expenses.
- e. The City of Anniston may do any and all things, whether or not specifically or expressly authorized in the Act and/or this ordinance and not otherwise prohibited by law, that are necessary and convenient to do individually, and to aid and cooperate with the City in carrying out the storm water laws and the purposes and intent of this ordinance.

Section 29½.21. Billing, Collections and Delinquencies.

- a. The user fee charges imposed by the City of Anniston shall be billed and collected and the revenues allocated in accordance with Sections §11-89C-10(a)(b)(c) of the Act.
- b. In accordance with the provisions of Section §11-89C-9(d) of the Act, the City shall call upon and enter into agreements with the Calhoun County tax assessor and tax collector to assess and collect any such fees, charges, or assessments.

- c. The Calhoun County tax assessor and the tax collector shall implement procedures to assess and collect the fees, charges, or assessments levied in accordance with this ordinance.
 - i. The stormwater user fee charges shall begin to accrue on the effective date of this ordinance and shall be billed prospectively to property owners on an annual basis at the same time and mechanism as the Calhoun County tax assessor and the tax collector assesses and collects ad valorem taxes.
 - ii. The fees, charges, or assessments shall be a lien upon any land to which it may be levied, and shall be assessed, collected, and enforced as are other ad valorem taxes. In accordance with Sections §11-89C-10(b) of the Act, Calhoun County shall receive a one (1) percent commission on all amounts levied and collected which shall be deposited to the Calhoun County general fund; and
 - iii. On a quarterly basis not later than the 20th day of January, April, July, and October, Calhoun County shall remit five percent (5%) of all fees collected pursuant to Section 11-89C-9(d) of the Act to the Alabama Department of Revenue.

Section 29¹/₂.22. Stormwater User Fee Charge Appeals.

- a. The City Manager shall administer the procedures and standards for the review of customer appeals as outlined herein.
 - i. If a customer believes his stormwater user fee charge is incorrect, the customer may seek an adjustment of the stormwater user fee charge allocated to a property at any time by submitting the request in writing to the City Manager on forms provided by the City and setting forth in detail the grounds upon which relief is sought. The customer's account must be paid and current prior to consideration of an adjustment request by the City, except during the period prior to issuance of the first bill.
 - ii. Customers requesting an adjustment shall be required, at their own expense, to provide accurate information on land use, historic status, or impervious area and other supplemental information to the City Manager, including, but not limited to, a survey certified by a registered land surveyor or a professional engineer, unless waived by the City Manager. Failure to provide the required information within the time limits established by the City Manager, as may be reasonably extended, may result in denial of the customer's adjustment request.
 - iii. Once a completed adjustment request and all required information are received by the City Manager, the City Manager shall within thirty (30) calendar days render a written decision.
 - iv. In considering an adjustment request, the City Manager shall consider whether the calculation of the stormwater user fee charge for the property is correct.
 - v. The City Manager's decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing.
 - vi. If the result of an adjustment is that a refund is due, there will be a credit applied on the next stormwater user fee billing.

Section 3. If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

Section 4. All ordinances, or parts thereof, which are in conflict with any provision or any section, subsection, paragraph, provision or clause of this ordinance are hereby repealed to the extent of the conflict.

Section 5. This Ordinance shall become immediately effective after its adoption, its publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

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

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION NUMBER 14-R-___

**A RESOLUTION AUTHORIZING ACQUISITIONS OF INTERESTS
IN LANDS FOR DEVELOPMENT OF A PUBLIC PARK**

WHEREAS, the Code of Alabama (1975) § 11-47-170 confers upon all municipalities of the State of Alabama the power and authority to acquire by purchase the necessary lands or rights, easements, or interests therein, thereunder, or thereover;

WHEREAS, the Code of Alabama (1975) § 11-47-210.1 grants each municipality in the State of Alabama, acting either individually or in cooperation with one or more other municipalities, the power to acquire, operate, manage, and control parks, playgrounds, and other recreational or athletic facilities;

WHEREAS, the City intends to develop and construct a public park (referred to herein as the “Wellness Park”) on lands that include that portion of the abandoned Norfolk South Railroad right-of-way that lies between 12th Street West and 17th Street West in the City of Anniston;

WHEREAS, said right-of-way adjoins and lies between the parcels of land identified in Exhibit “A” hereto (those parcels and said right-of-way being referred to herein as the “Project Area”);

WHEREAS, the City’s development and construction of the Wellness Park requires the acquisition of certain land interests within the Project Area;

WHEREAS, the Council finds that consideration may be required in certain cases for the City to acquire the necessary ownership rights within the Project Area to develop and construct the Wellness Park;

WHEREAS, the Council finds that condemnation proceedings may be required in certain cases, when the City has exhausted all other reasonable options, for the City to acquire the necessary ownership rights to the lands within the right-of-way contained within the Project Area to develop and construct the Wellness Park;

WHEREAS, in those instances where the City is required to compensate, voluntarily or through condemnation proceedings, any land owner for the conveyance of an ownership interest in the Project Area, the Council finds and recognizes such expenditures to be ordinary expenses necessary to carry into effect the ordinary powers conferred upon the City by Alabama law, as cited herein above;

WHEREAS, the Council finds time and other policy considerations require the City to act expeditiously to obtain the necessary land interests in the Project Area;

WHEREAS, it is the intent and desire of the City Council to authorize the City Manager to execute agreements and to cause the disbursement of those funds which are necessary to acquire the requisite land interests within the Project Area to develop and construct the Wellness Park; and

WHEREAS, it is the intent and desire of the City Council to authorize the City Attorney to commence and prosecute condemnation proceedings when necessary to acquire the requisite land interests in the right-of-way within the Project Area to develop and construct the Wellness Park;.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Anniston, Alabama that the compensation, if any, paid to acquire the necessary land interests in the abandoned Norfolk Southern Railroad right-of-way, or the adjoining parcels thereto, within the Project Area for the development and construction of the Wellness Park shall be and are hereby deemed ordinary expenses necessary to carry into effect the ordinary powers of the City; and

BE IT RESOLVED FURTHER, that the City Council of City of Anniston, Alabama hereby authorizes the City Manager to execute any such agreements as are necessary to acquire the requisite land interests within the Project Area and to cause the disbursal of those funds which are necessary to acquire the same;

BE IT RESOLVED FURTHER, that the City Attorney is authorized to commence condemnation proceedings and take all other attendant legal actions required to obtain the requisite land interests to the abandoned Norfolk Southern Railroad right-of-way within the Project Area as is necessary for the development and construction of the Wellness Park.

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

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk