

CITY OF ANNISTON
JULY 20, 2015
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. RECOGNITIONS

II. 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.

III. 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.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.

IV. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

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

- (a) To hear public comments regarding a cost report on the abatement of a public nuisance.

V. UNFINISHED BUSINESS – None

VI. CONSENT AGENDA

- (a)** Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b)** Resolution receiving and confirming a cost report on the abatement of a public nuisance.
- (c)** Resolution declaring a reported condition to be a public nuisance. (Group 2015-03 Pools)
- (d)** Resolution declaring a reported condition to be a public nuisance. (Group 2015-05 Grass & Debris)
- (e)** Resolution authorizing the Mayor to execute an Equipment Lease Agreement with PNC Equipment Finance, LLC for golf course maintenance equipment.
- (f)** Resolution funding the 7th Judicial Major Crimes Unit for Fiscal Year 2016 and authorizing the City Manager to sign said documents.
- (g)** Resolution declaring a moratorium on the approval of business licenses for on-premises liquor sale establishments within the Central Business District.
- (h)** Motion to approval a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for Dolgencorp LLC d/b/a Dollar General Store 15930 located in the police jurisdiction at 5011 Eulaton Road.
- (i)** Motion to approve the bid by Hi-Lite Airfield Services in the total amount of \$340,534.30 for Anniston Regional Airport Pavement Maintenance.
- (j)** Motion to approve the bid by Peek Pavement Marking, LLC in the total amount of \$73,633.00 for Anniston Regional Airport Pavement Marking.

VII. ORDINANCES

- (a)** Amending Article I, Article II and Article III of Chapter 34 of the City Code of the City of Anniston, Alabama regulating Health, Safety and Sanitation.
First Reading
- (b)** Creating and designating the Anniston Inn Kitchen a local historic property.

VIII. RESOLUTIONS

- (a)** Concerning the prohibition against the erection or installation of signs on public property, in public parks, or in public right-of-ways.

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

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

7/6/2015

Anniston, Alabama
July 6, 2015

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, July 6, 2015, at approximately 5:35 o'clock p.m.

Pollie Goodman prayed the Invocation.

Pollie Goodman 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 June 15, 2015. 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.

Council Member Selase made a motion to approve the minutes of June 15, 2015. 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 delete from the agenda the Board Confirmation hearing for Jeffrey Williams, Anniston Main Street Board, and a resolution amending the Schedule of Nominations assigning and designating the positions on each Municipal Board, Commission and Authority to specific Ward Council Members and to the Office of the Mayor and appointing a member to the Anniston Main Street Board and to adopt the agenda as amended. 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.

Mayor Stewart recognized Tana Bryant, Code Enforcement Official, for receiving the President's Award from the State Code Officials Association.

Mayor Stewart recognized Wonder Osborn for her work with the Public Education Foundation of Anniston and presented her with a Key to the City.

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Donta Council and his nomination to the Longleaf Botanical Gardens.

7/6/2015

Mayor Stewart announced that was the time for the public hearing regarding the 2015 Byrne Justice Assistance Grant (JAG) Program, declared the hearing open and asked if anyone wished to address the Council regarding the 2015 Byrne Justice Assistance Grant (JAG) Program.

No one addressed the Council regarding the 2015 Byrne Justice Assistance Grant (JAG) Program.

Mayor Stewart declared the public hearing regarding the 2015 Byrne Justice Assistance Grant (JAG) Program closed.

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (pools) at the following locations; 1130 Forrest Lane, 219 Shamrock Road and 424 Lapsley Avenue; declared the hearing open and asked if anyone wished to address the Council concerning objections to the proposed abatement of identified nuisances (pools) at said locations.

No one addressed the Council concerning objections to the proposed abatement of identified nuisances (pools) at said locations.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (pools) at the following locations; 1130 Forrest Lane, 219 Shamrock Road and 424 Lapsley Avenue, closed.

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (grass nuisance lots) at the following locations; 520 Knox Avenue, 310 E. 4th Street, 1914 Christine Avenue, 924 Isabell Avenue, 517 S. Allen Avenue, 1614 Christine Avenue, 0 Hillyer High Road, 19 Belmont Road, 210, 206 and 202 Wilmer Avenue, 1408 McCall Drive, 330 S. Allen Avenue, 412 W. 5th Street, 1700 Moore Avenue, 1401 Stephens Avenue, 1401 Cobb Avenue, 1307 E. 11th Street, and 1112 Johnson Avenue; declared the hearing open and asked if anyone wished to address the Council concerning objections to the proposed abatement of identified nuisances (grass nuisance lots) at said locations.

No one addressed the Council concerning objections to the proposed abatement of identified nuisances (grass nuisance lots) at said locations.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (grass nuisance lots) at the following locations; 520 Knox Avenue, 310 E. 4th Street, 1914 Christine Avenue, 924 Isabell Avenue, 517 S. Allen Avenue, 1614 Christine Avenue, 0 Hillyer High Road, 19 Belmont Road, 210, 206 and 202 Wilmer Avenue, 1408 McCall Drive, 330 S. Allen Avenue, 412 W. 5th Street, 1700 Moore Avenue, 1401 Stephens Avenue, 1401 Cobb Avenue, 1307 E. 11th Street, and 1112 Johnson Avenue; closed.

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

1. Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
2. Resolution over-ruling objections to the abatement of identified nuisances. (Group 2015-02 Pools)
3. Resolution over-ruling objections to the abatement of identified nuisances. (Group 2015-32 Grass Lots)
4. Resolution appointing a member to the Longleaf Botanical Gardens Board.
5. Resolution ratifying the Spirit of Anniston Foundation appointments to the Anniston Main Street Board.
6. Motion to approve a change order to Bid Number COA2015-B-006 for the lease-purchase of golf course maintenance equipment to increase the lease payments by \$207.43/month for groomer drives and groomer reels for the greens mowers.
7. Motion to approve the following amendments to the City of Anniston Classification and Pay Plan; Building Inspection Supervisor, Chief Building Official, Main Street Coordinator, Main Street Director.
8. Resolution to amend the FY15 budgets for the General Operating Fund, Stormwater Enterprise Fund, three Internal Service Funds, three Governmental Funds, and the Museum Operations Fund to adjust for the differences between the previously adopted budgets and presently projected revenues and expenditures in the budgets of the various funds.

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 Harris introduced and read Resolution Number 15-R-73 as follows:

(15-R-73, renaming a section of Old Iron Mountain Road to Eglin Avenue)

Council Member Harris made a motion for the passage and adoption of Resolution Number 15-R-73 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 and Resolution Number 15-R-73 was passed and adopted.

Council Member Jenkins thanked the City staff for all their hard work and congratulated Tana Bryant on receiving the President's Award from the State Code Officials Association.

Council Member Reddick stated that on August 8th there would be a Youth and Family Summit sponsored the Anniston Education Foundation in partnership with the Anniston Housing Authority and the City of Anniston.

7/6/2015

Council Member Selase stated the Anniston High School graduation rate had risen to 81% and was above the state average. He thanked the Parks and Recreation Department for helping to make the first annual Anniston football camp a huge success.

Council Member Harris congratulated Tana Bryant on receiving the President's Award from the State Code Officials Association. She stated that the Sunny King Golf tournament was upcoming and would be a very big event.

Mayor Stewart stated the Farmer's Market was ongoing every Saturday morning. He thanked the City staff for all their hard work.

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 6:00 o'clock p.m.

CONSENT AGENDA

RESOLUTION NO. 15-R-__

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

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

- a.** \$73.06 to Jean Ann Oglesby, Farmers Market for the purchase of supplies for the Farmer's Market in Anniston, AL from July 1 - 10, 2015.
- b.** \$118.57 to Angie Dothard, Museum, while attending America's Mart to purchase merchandise for the Museum Gift Shop in Atlanta, GA on July 11, 2015.

PASSED AND ADOPTED this ____ day of July, 2015.

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

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Mille Harris, Council Member

ATTEST:

Alan B. Atkinson, City

RESOLUTION NO. 15-R-_____

A RESOLUTION RECEIVING AND CONFIRMING A COST REPORT ON THE ABATEMENT OF A PUBLIC NUISANCE

WHEREAS, the 20th day of July, 2015 at 5:30 o'clock p.m. was the day and time fixed for receiving and considering an itemized report in writing showing the cost incurred by the City of Anniston in removing a nuisance on or adjacent to the property located at 1204 Kilby Terrace, Parcel #21-02-04-3-003-051.000 in Anniston, Alabama, which property is more particularly described as follows:

SEC 04 TSP 16S RNG 08E ANNISTON LAND COS ADD OF LOTS 1 THRU 8 BLK 536B LOTS 12 THRU 19 & RE SUB LOT 11 BLK 541B LOT 12 THRU 24 BLK 541D LOTS 1 THRU 15 BLK 541E LOTS 1 THRU 11 BLK 541F BEING BLK 541B LOT 18 ANNISTON AL S4 T16 R8 SALES CONTRACT 7/2/97

and for hearing and considering any objections which may be raised by the landowner(s), Litany A. & Otto R. Kigler, who are liable to be assessed for the work of abating the nuisance; and

WHEREAS, the said itemized report was received and considered by the City Council of the City of Anniston, Alabama, and was found to be fair and reasonable;

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

Section 1. That the said itemized report is hereby confirmed and the amount of the costs for abating the nuisance on or adjacent to the above described property, as shown in said itemized report, is hereby declared to be the sum of \$649.49 which shall constitute a lien on the above described property, as allowed and provided by Section 45-8-172.07, Code of Alabama and by Anniston City Ordinance Number 11-O-9.

PASSED AND ADOPTED this the 20th day of July, 2015.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Seyram Selase, Council Member

BY: _____
Jay Jenkins, Council Member

BY: _____
Millie Harris, Council Member

BY: _____
David E. Reddick, Council Member

ATTEST: _____
Alan B. Atkinson, City Clerk

Property Address	Total Cost
1204 Kilby Terrace	\$649.49
1812 Dooley Ave	\$269.25
1902 Dooley Ave	\$269.25
1821 Dooley Ave	\$269.25
1813 Dooley Ave	\$269.25
1530 Brown Ave	\$223.75
2613 Moore Ave	\$762.50
1117 W. 16th St	\$223.75
0 W. 13th St #47	\$297.49
1109 W. 16th St	\$223.75
1517 Brown Ave	\$223.75
2000 Gurnee Ave	\$354.00
926 Glenaddie Ave	\$210.00
1411 Glenaddie Ave	\$134.00
1119 Cobb Ave	\$561.25
1407 Glenaddie Ave	\$229.50
1814 Dooley Ave	\$269.25
1828 Dooley Ave	\$269.25
1900 Dooley Ave	\$269.25
1830 Dooley Ave	\$269.25
1819 Dooley Ave	\$269.25
1815 Dooley Ave	\$269.25
1515 Brown Ave	\$223.75
1128 W. 16th St	\$223.75
1311 Altamont Rd	\$470.50
67 Mimosa Dr	\$519.00
1108 Johnston Dr	\$334.75
1708 McKleroy Ave	\$668.00
1119 W. 16th St	\$223.75
1113 W. 16th St	\$223.75
405 W. 19th St	\$395.00
0 W. 19th St	\$359.00
0 W. 16th St	\$223.75
0 Dooley Ave	\$251.25
1412 Grove St	\$134.00
928 Glenaddie Ave	\$210.50
900 Glenaddie Ave	\$210.50
926 Glenaddie Ave	\$210.50
1323 Pine Ave	\$519.50
2108 Moore Ave	\$192.50
1411 Pine Ave	\$242.75
0 Glenaddie Ave	\$210.50
2028 Gurnee Ave	\$138.75
2012 Gurnee Ave	\$175.75

RESOLUTION NUMBER 15-R-__

A RESOLUTION DECLARING A REPORTED CONDITION TO BE A PUBLIC NUISANCE

WHEREAS, Tana Bryant, an Appropriate City Official, pursuant to Section 34.15 of said Ordinance, has reported to the City Council that conditions exist at **attached (Group 2015-03 Pools)** in Anniston, Alabama that are believed to be a public nuisance; and

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

WHEREAS, Section 34.3 (b) (6), of the City of Anniston Ordinance No. 11-O-9 declares the following conditions to be a public nuisance: **Maintenance of an abandoned or unused swimming pool**; and

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

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

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

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

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

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

RESOLVED FURTHER, that the Appropriate City Official shall, at least 5 days prior to the time for a hearing of objections by the City Council, mail a copy of said Notice by certified or registered mail, with postage prepaid and return receipt requested, to the last person/entity assessing the property for taxes and to each owner of a beneficial interest in said property including, without limitation, mortgagees of record.

PASSED AND ADOPTED this the ____ day of _____, 2015.

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

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"

Group 2015-03 Pools

ADDRESS	PPIN #
809 Sugarloaf Lane (pool)	14880

RESOLUTION NUMBER 15-R-__

A RESOLUTION DECLARING A REPORTED CONDITION TO BE A PUBLIC NUISANCE

WHEREAS, Tana Bryant, an Appropriate City Official, pursuant to Section 34.15 of said Ordinance, has reported to the City Council that conditions exist at **attached (Group 2015-05 Grass & Debris)** in Anniston, Alabama that are believed to be a public nuisance; and

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

WHEREAS, Section 34.3 (b) (1), (2) of the City of Anniston Ordinance No. 11-O-9 declares the following conditions to be a public nuisance: **overgrown lots as defined in Section 34.2 of the Code of Ordinances and trash and debris**; and

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

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

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

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

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

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

RESOLVED FURTHER, that the Appropriate City Official shall, at least 5 days prior to the time for a hearing of objections by the City Council, mail a copy of said Notice by certified or registered mail, with postage prepaid and return receipt requested, to the last person/entity assessing the property for taxes and to each owner of a beneficial interest in said property including, without limitation, mortgagees of record.

PASSED AND ADOPTED this the ____ day of _____, 2015.

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

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"

Group 2015-05 Grass and Debris

Address	PPIN
614 S Allen Avenue (grass)	63226
809 Sugarloaf Lane (grass & pool)	14880
2020 Christine Avenue (grass & debris)	21226
200 Blue Mountain Road West (grass)	26264
327 East 3 rd Street (grass)	17324
906 West 16 th Street (grass)	62954
3921 Lee Drive (grass)	626
1620 Moore Avenue (grass)	20366
2613 Moore Avenue (grass)	2598
6016 Meadowbrook Place (grass)	71407
1415 East 11 th Street (litter and grass)	22232
2006 Moore Avenue (grass)	1173
506 Lapsley Avenue (grass)	63188
1914 Harris Avenue (grass)	21210
1326 Johnston Drive (grass)	22569
2005 Legrande Avenue (grass)	21070
205 McArthur Drive (grass & debris)	25810
14 East 26 th Street (grass)	25004
2825 Noble Street (grass)	25282
417 South Allen Avenue (grass)	66253
712 West 17 th Street (grass)	19634
18 Adams Street (grass)	73957
3007 Gurnee Avenue (grass)	25897
29 West 30 th Street (grass)	25899
2920 McKleroy Avenue (grass)	25944
315 East 11 th Street (construction debris)	20646

RESOLUTION NUMBER 15-R- _____

AUTHORIZING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE AGREEMENT
WITH PNC EQUIPMENT FINANCE, LLC FOR GOLF COURSE MAINTENANCE
EQUIPMENT

WHEREAS, the City Council (the "Governing Body") of the City of Anniston, AL (the "Lessee"), acting for and on behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into a Lease Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Lease") with PNC Equipment Finance (the "Lessor") for the purpose of a lease/purchase of the equipment as described therein for the total cost of \$166,731.95.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Lease and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Vaughn M. Stewart II, as Mayor of the City of Anniston (the "Authorized Officer") is hereby authorized and directed to execute said lease on behalf of the Lessee.

Section 2. In calendar year 2015, Lessee has designated the value of this lease of tax exempt obligations (including the Lease) as qualified tax-exempt obligations. Including the Lease herein so designated. Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2015 as qualified tax-exempt obligations.

Section 3. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2015 will not exceed \$10,000,000.

Section 4. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations including tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee as provided in Section 265(b)(3) of the Code.

Section 5. The Mayor is further authorized for and on behalf of the Governing Body and the buyer to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Lease, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

PASSED AND ADOPTED this the _____ day of _____, 2015.

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

Lease-Purchase Agreement

Dated as of June 16, 2015
Lease Number: 190994000

Lessor: PNC Equipment Finance, LLC
 995 Dalton Avenue
 Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
 City of Anniston, Alabama
 1128 Gurnee Ave
 Anniston, AL 36201

FEDERAL TAX ID

636001182

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 60 months, with Rent payments due in Arrears monthly; quarterly; semi-annual; annually; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee's warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the

- Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
 8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
 9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
 10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
 11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
 12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
 13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
 14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
 15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
 16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
 17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary

- action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
- 22. AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
- 23. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 24. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 26. USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an

account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

- 27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 28. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.
- 29. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Anniston, Alabama
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X

Authorized Signature

Print Name

Title:

X

Authorized Signature

Print Name

Title:

Date
1128 Gurnee Ave
Anniston, AL 36201

995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Alabama.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

RESOLUTION NO. 15-R-__

A RESOLUTION FUNDING THE 7TH JUDICIAL MAJOR CRIMES UNIT FOR FISCAL YEAR 2016 AND AUTHORIZING THE CITY MANAGER TO SIGN SAID DOCUMENTS

WHEREAS, the City of Anniston, a municipal corporation, fully supports the efforts of the **7TH Judicial Major Crimes Unit**; and

WHEREAS, the **7TH Judicial Major Crimes Unit**, is requesting grant funds through the Alabama Department of Economic and Community Affairs - Law Enforcement Planning Division, for personnel costs; and

WHEREAS, the City of Anniston agrees to participate in a joint application with the Calhoun County Commission, the City of Jacksonville, the City of Piedmont, the City of Weaver, the City of Heflin, the Jacksonville State University Police Department, the City of Ohatchee and the 7th Judicial Circuit District Attorney's Office - Anniston being the lead applicant for the application;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama, that the City Manager of the City of Anniston, is hereby authorized, directed, and empowered to act as the City of Anniston's representative in connection with this application, to sign all necessary correspondence, documents and assurances.

PASSED AND ADOPTED this the ____ day of _____, 2015.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

By: _____
Vaughn Stewart, Mayor

By: _____
Jay W. Jenkins, Council Member

By: _____
David Reddick, Council Member

By: _____
Seyram Selase, Council Member

By: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION NO. 15-R- ____

A RESOLUTION DECLARING A MORATORIUM ON THE APPROVAL OF BUSINESS LICENSES FOR ON-PREMISES LIQUOR SALE ESTABLISHMENTS WITHIN THE CENTRAL BUSINESS DISTRICT

WHEREAS, the Council for the City of Anniston desires to attract and retain a diverse combination of business enterprises in the central business district of the city;

WHEREAS, the Council finds that the central business district has experienced a proliferation and concentration of business establishments that have the principal business activity of on-premises alcohol sales (referred to herein as “Bars and Clubs”);

WHEREAS, the Council finds that a long-range, comprehensive land use plan for the central business district will attract and retain diverse businesses types is in the best interests of the city;

WHEREAS, the Council finds that the addition of new Bars and Clubs in the central business district distracts from the Council’s development planning and definition of uses within the Urban Core and its surrounding Character Areas;

WHEREAS, the Planning Commission and the Council are modifying the city’s zoning ordinance and will take action to address the proliferation and concentration of Bars and Clubs in the central business district and the new zoning district classification;

WHEREAS, the Council finds that a three (3) month moratorium on the issuance of new business licenses for Bars and Clubs within the central business district is necessary to provide the time needed to properly evaluate and address the proliferation and concentration of such businesses;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama, that there shall be a three month moratorium on the issuance of business licenses for business establishments that have the principal business activity of on-premises alcohol sales, except that existing licenses may be renewed or transferred for use in its current location, only.

PASSED AND ADOPTED this the ____ day of July, 2015.

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: DOLGENCORP LLC D/B/A DOLLAR GENERAL STORE 15930
DATE: 6/22/2015
CC:

- Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application.
- The business is located in the police jurisdiction at 5011 Eulaton Rd.
- 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.

CITY OF ANNISTON
ANNISTON REGIONAL AIRPORT PAVEMENT MAINTENANCE & MARKING
BID TABULATION - SCHEDULE A
BID OPENING: THURSDAY, JULY 16, 2015 AT 2:00 PM

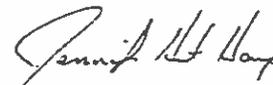
Hi-Lite Airfield Services
Adams Center, NY
low bidder

J.F. Morgan General Contracting
Anniston, AL
2nd low bidder

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Hi-Lite Airfield Services		J.F. Morgan General Contracting	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	SITE PREPARATION	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$39,500.00	\$39,500.00
2	P-101-5.1	JOINT AND CRACK CLEANING	LF	1,880	\$1.00	\$1,880.00	\$1.25	\$2,350.00	\$1.56	\$2,932.80
3	P-101-5.2	JOINT AND CRACK REPAIR	LF	7,522	\$2.00	\$15,044.00	\$1.65	\$12,411.30	\$2.63	\$19,782.86
4	P-101-5.3	FULL DEPTH ASPHALTIC CONCRETE PAVEMENT REPAIR	SY	50	\$75.00	\$3,750.00	\$175.00	\$8,750.00	\$112.50	\$5,625.00
5	P-152-4.1	UNSUITABLE EXCAVATION	CY	50	\$25.00	\$1,250.00	\$45.00	\$2,250.00	\$22.50	\$1,125.00
6	P-608-8.1	ASPHALT SURFACE TREATMENT (1:1 DILUTION)	SY	28,930	\$1.50	\$43,395.00	\$1.60	\$46,288.00	\$1.85	\$53,520.50
SCHEDULE A - BASE BID TOTAL:						\$75,319.00		\$82,049.30		\$122,486.16
7	P-101-5.1	JOINT AND CRACK CLEANING	LF	1,200	\$1.00	\$1,200.00	\$1.25	\$1,500.00	\$1.56	\$1,872.00
8	P-101-5.2	JOINT AND CRACK REPAIR	LF	4,930	\$2.00	\$9,860.00	\$1.65	\$8,134.50	\$2.63	\$12,965.90
9	P-101-5.3	FULL DEPTH ASPHALTIC CONCRETE PAVEMENT REPAIR	SY	110	\$75.00	\$8,250.00	\$175.00	\$19,250.00	\$112.50	\$12,375.00
10	P-152-4.1	UNSUITABLE EXCAVATION	CY	110	\$25.00	\$2,750.00	\$45.00	\$4,950.00	\$22.50	\$2,475.00
11	P-608-8.1	ASPHALT SURFACE TREATMENT (1:1 DILUTION)	SY	17,980	\$1.50	\$26,970.00	\$1.60	\$28,768.00	\$1.85	\$33,263.00
SCHEDULE A - ADD ALTERNATE 1 TOTAL:						\$49,030.00		\$62,602.50		\$62,950.90
12	P-101-5.1	JOINT AND CRACK CLEANING	LF	6,760	\$1.00	\$6,760.00	\$1.25	\$8,450.00	\$1.56	\$10,545.60
13	P-101-5.2	JOINT AND CRACK REPAIR	LF	27,050	\$2.00	\$54,100.00	\$1.65	\$44,632.50	\$2.63	\$71,141.50
14	P-101-5.3	FULL DEPTH ASPHALTIC CONCRETE PAVEMENT REPAIR	SY	500	\$75.00	\$37,500.00	\$175.00	\$87,500.00	\$112.50	\$56,250.00
15	P-152-4.1	UNSUITABLE EXCAVATION	CY	500	\$25.00	\$12,500.00	\$45.00	\$22,500.00	\$22.50	\$11,250.00
16	P-608-8.1	ASPHALT SURFACE TREATMENT (2:1 DILUTION)	SY	20,500	\$2.50	\$51,250.00	\$1.60	\$32,800.00	\$1.85	\$37,925.00
SCHEDULE A - ADD ALTERNATE 2 TOTAL:						\$162,110.00		\$195,882.50		\$187,112.10
TOTALS						\$286,459.00		\$340,534.30		\$372,549.16

Corrected Prices

I certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids for the above referenced project.
Jennifer Hunt Harp, P.E. - AL Registration 28726

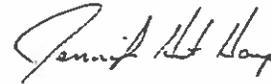



CITY OF ANNISTON
ANNISTON REGIONAL AIRPORT PAVEMENT MAINTENANCE & MARKING
BID TABULATION - SCHEDULE B
BID OPENING: THURSDAY, JULY 16, 2015 AT 2:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Peek Pavement Marking, LLC	HI-Lite Airfield Services		
					UNIT PRICE	AMOUNT	Columbus, GA low bidder	Adams Center, NY 2nd low bidder	UNIT PRICE	AMOUNT
1	SS-120-3.1	SITE PREPARATION	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
2	P-620-5.1	RUNWAY AND TAXIWAY PAINTING - WHITE	SF	59,591	\$1.00	\$59,591.00	\$0.35	\$20,858.85	\$0.85	\$50,652.35
3	P-620-5.2	RUNWAY AND TAXIWAY PAINTING - YELLOW	SF	6,230	\$1.00	\$6,230.00	\$0.75	\$4,672.50	\$1.00	\$6,230.00
4	P-620-5.3	RUNWAY AND TAXIWAY PAINTING - BLACK	SF	22,094	\$1.00	\$22,094.00	\$0.35	\$7,732.90	\$0.55	\$12,151.70
5	P-620-5.4	PAVEMENT MARKING REMOVAL	SF	67,483	\$0.75	\$50,612.25	\$0.25	\$16,870.75	\$1.00	\$67,483.00
SCHEDULE B - BASE BID TOTAL:						\$143,527.25		\$52,633.00		\$141,517.05
6	P-620-5.1	RUNWAY AND TAXIWAY PAINTING - WHITE	SF	42,000	\$1.00	\$42,000.00	\$0.25	\$10,500.00	\$0.85	\$35,700.00
7	P-620-5.4	PAVEMENT MARKING REMOVAL	SF	42,000	\$0.75	\$31,500.00	\$0.25	\$10,500.00	\$1.00	\$42,000.00
SCHEDULE B - ADD ALTERNATE 1 TOTAL:						\$73,500.00		\$21,000.00		\$77,700.00
TOTALS						<u>\$217,027.25</u>		<u>\$73,633.00</u>		<u>\$219,217.05</u>

Corrected Prices

I certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids for the above referenced project.
Jennifer Hunt Harp, P.E. - AL Registration 28728




ORDINANCES

ORDINANCE NO. 15-O-__

AN ORDINANCE AMENDING ARTICLE I, ARTICLE II AND ARTICLE III OF CHAPTER 34 OF THE CITY CODE OF THE CITY OF ANNISTON, ALABAMA REGULATING HEALTH, SAFETY AND SANITATION

WHEREAS, the Code of Alabama (1975) § 6-5-120 defines a "nuisance" as anything that works hurt, inconvenience or damage to another; and

WHEREAS, the Code of Alabama (1975) § 6-5-121 distinguishes a "public nuisance" as being one which damages all persons who come within the sphere of its operation, though it may vary in its effects on individuals; and

WHEREAS, the Code of Alabama (1975) § 6-5-155, *et seq.*, recognizes that criminal activity creates a nuisance injurious to neighborhoods; and

WHEREAS, the Code of Alabama (1975) § 6-5-122 confers upon all municipalities in the State of Alabama the right to commence an action in the name of the city to abate or enjoin any public nuisance injurious to the health, morals, comfort, or welfare of the community or any portion thereof; and

WHEREAS, the Code of Alabama (1975) § 11-47-117 also provides that all cities and towns within the State of Alabama shall have the power to prevent injury or annoyances from anything dangerous or offensive or unwholesome and to cause all nuisances to be abated and assess the cost of abating the same against the person creating or maintaining the same; and

WHEREAS, the City Council of the City of Anniston Alabama finds that persistent criminal activity occurring within any neighborhood, or portion thereof, presents grave health, safety and welfare concerns; and

WHEREAS, the City Council seeks to remedy nuisances caused by criminal activity that repeatedly occurs or exists at or near the same location by providing a process for the abatement thereof.

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

Section 1. The City Council of the City of Anniston, Alabama hereby enacts and codifies Section 34.5.1, Article II, Chapter 34 of "The Code of the City of Anniston, Alabama, 1981" in its entirety to read as follows:

Section 34.5.1 – Persistent Criminal Activity

- (a) *Findings and Intent.* The City Council finds that properties within the City's corporate limits that are the source of regular and persistent criminal activity present a threat to public safety, are injurious to the peaceful and safe enjoyment of property within the neighborhood, and unreasonably tax the public's financial and police resources and constitute a public nuisance. Properties on or from which regular and persistent criminal activity occurs have a tremendous negative impact upon the quality of life, safety, value and health of neighborhoods where they are located. The purpose of this section is to provide an administrative process to address, and to authorize civil actions to abate, those properties which are declared by the Council to be a public nuisance because of the presence of regular and persistent criminal activity. The Council further finds that this section is justified and necessary to protect the property, health, safety, and welfare of this community.
- (b) *Definitions.* In addition to the definitions provided in Section 34.2 of this Chapter, which are incorporated herein, the terms, phrases, and words listed below shall have the following meanings:
- (1) *Control.* The ability to own, lease, occupy, possess, enter upon, manage, regulate, govern or dominate property or the conduct occurring thereupon.
 - (2) *Offending Property.* Any property, in whole or in part, used or allowed by its owner(s), occupant(s) and/or invitee(s) to be the source of Persistent Criminal Activity, as defined herein.
 - (3) *Persistent Criminal Activity.* The repeated occurrences or verifiable and credible complaints of dangerous or disturbing activities prohibited by city ordinance or by any law of the State of Alabama occurring on, or originating from, a parcel of real property within the City's corporate limits and occurring within close temporal proximity so as to demonstrate a pattern and practice of activities that threaten public safety, injure the peaceful and safe enjoyment of property within the neighborhood, and unreasonably tax the public's financial and police resources.
 - (4) *Persons in Charge.* Any person in actual or constructive possession of real property including, but not limited to, an owner, lessee, occupant, agent or property manager of a property under his/her control.
- (c) *Nuisance Condition.* Persistent Criminal Activity occurring on, or resulting from, a real property within the City's corporate limits constitutes a nuisance condition which may be abated in accordance with the process provided herein.
- (d) *Investigation.* Whenever the appropriate city official receives a complaint that any real property within the City's corporate limits is the source of Persistent

Criminal Activity, he or she shall conduct an investigation in accordance with Section 34.14 of this Chapter. The report shall also include the identity of all known Persons in Charge, and any evidence, including police reports, complaints, 911 records, and witness statements, relating to the presence of Persistent Criminal Activity.

- (e) *Administrative Notice.* After receiving the report from the appropriate city official, the City Manager may direct that Administrative Notice be provided to all known Persons in Charge that the City has conducted an investigation and determined that the property is an Offending Property. The notice shall be provided by certified mail or personal delivery, and the notice may be posted on the property whenever the City is unable to deliver notice by other means. The notice shall advise the Persons in Charge that the failure to remedy and abate the nuisance condition within ten (10) calendar days will result in a report to the Council of the nuisance condition, and the notice shall identify the meeting of the Council in which said report is to be presented.
- (f) *Report to Council.* Whenever Administrative Notice has been provided in accordance herewith and the Persons in Charge have failed to remedy or abate the nuisance condition within the time period prescribed, the City Manager shall make a report of the nuisance condition to the Council at the regularly scheduled meeting identified in the Administrative Notice. The report shall contain the Investigatory Report required herein. The Police Chief shall also provide the Council with testimony as to whether the Anniston Police Department concurs with the administrative determination that the property is an Offending Property. Upon receipt of the City Manager's report, the Council may order and direct the City Manager, or his or her designee, to provide the Persons in Charge with Notice of Nuisance Abatement.
- (g) *Notice of Nuisance Abatement.* When ordered and directed by the Council, the City Manager, or his or her designee, shall provide the Persons in Charge with written notice, served by certified mail or personal delivery and posted on the property in accordance with Section 34.16 of this Chapter, that includes the following:
 - (1) The appropriate city official has conducted an investigation and determined that the property is an Offending Property;
 - (2) The Persons in Charge have been provided Administrative Notice in accordance with this Section;
 - (3) The Persons in Charge have failed to remedy or abate the nuisance condition;
 - (4) The Offending Property has been reported to the Council during the meeting identified in the Administrative Notice;

- (5) The Council has ordered and directed the City Manager to provide the Persons in Charge with Notice of Nuisance Abatement, as required herein;
 - (6) The Persons in Charge shall have ten (10) calendar days to report to the City Manager actions taken, or that will be taken, to remedy and abate the nuisance condition;
 - (7) The failure to take adequate measures to remedy and abate the nuisance condition will result in the submission of a Request for Nuisance Abatement to the Council during the regularly scheduled Council meeting identified in the Notice of Nuisance Abatement, which shall occur no less than twenty one (21) days after the issuance of the Notice of Nuisance Abatement;
 - (8) The Council will hold a public hearing during the identified Council meeting to consider whether to declare the property an Offending Property and to order and direct the abatement of the nuisance condition;
 - (9) The Persons in Charge shall have the right to attend the public hearing and be heard in opposition to the request for the Council to order abatement of the nuisance condition; and
 - (10) The Council may overrule any objections and authorize the City Attorney to institute a civil action to abate the nuisance condition presented by the Offending Property.
- (h) *Order of Abatement.* After the Persons in Charge have been provided Notice of Nuisance Abatement, as required by this Section, and in the absence of adequate measures to remedy and abate the nuisance condition by the Persons in Charge, the City Manager may request that the Council consider a resolution to declare the property an Offending Property and to authorize the City Attorney to institute and prosecute a civil action to abate the nuisance condition, after holding a public hearing during which the Persons in Charge are provided an opportunity to be heard in opposition to the resolution and order of abatement. The Council may pass and adopt such a resolution ordering the abatement of the Offending Property, and if available under the law, the assessment of the costs thereof on the property. The City Attorney may seek, on behalf of the City, any and all civil remedies and damages available under the law.
- (i) *Anti-discrimination.* This ordinance shall be implemented in all cases in a non-discriminatory manner and in strict compliance with State and Federal housing laws and anti-discrimination laws, including, but not limited to, laws regarding evictions, retaliatory or discriminatory conduct, or invasion of privacy.

Section 2. This Ordinance shall become effective immediately upon adoption and publication as required by law.

PASSED and **ADOPTED** this ____ day of _____, 2015.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

ORDINANCE NUMBER 15-O-___

AN ORDINANCE CREATING AND DESIGNATING THE ANNISTON INN KITCHEN A LOCAL HISTORIC PROPERTY

WHEREAS, the Anniston Historic Preservation Commission (hereinafter “the Commission”) has advised the City Council that it has reviewed the National Register of Historic Places Inventory-Nomination Form dated March 30, 1973 summarizing the history and significance of the Anniston Inn Kitchen and that the State of Alabama Historical Commission has agreed that it still maintains its historical significance and does not require a survey and the Anniston Historic Preservation Commission has conducted a public hearing upon its proposed recommendation to designate The Anniston Inn Kitchen as a local historic property, and

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

WHEREAS, the City Council has further been advised that the commission mailed written notice of the said public hearing to the lessees of the proposed property, and

WHEREAS, in its July 16, 2015 meeting, the Anniston Historic Preservation Commission approved the proposal for the creation of The Anniston Inn Kitchen as a local Historic Property and has, by resolution, recommended the designation of this property as a historic property to the City Council.

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

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

130 West Fifteenth Street

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

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

PASSED AND ADOPTED this the ___ day of _____, 2015.

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

RECOMMENDATION THAT THE CITY COUNCIL DESIGNATE THE ANNISTON INN KITCHEN A LOCALLY DESIGNATED HISTORIC PROPERTY

WHEREAS, the Anniston Historic Preservation Commission has reviewed the National Register of Historic Places inventory nomination form for the Anniston Inn Kitchen dated March 30, 1973 summarizing the history and significance of the Anniston Inn Kitchen and that the State of Alabama Historical Commission has agreed that it still maintains its historical significance and does not require a survey and

WHEREAS, The National Park Service placed the Anniston Inn Kitchen on the National Register of Historic Places on May 8, 1973, and

WHEREAS, the Anniston Historic Preservation Commission has conducted a public hearing upon its proposed recommendation to designate the Anniston Inn Kitchen a locally designated property, and

WHEREAS, the commission published notices in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama, being not less than 15 days prior to the public hearing and the second notice being not less than 5 days prior to the public hearing and mailed written notice of the said public hearing to the Mr. & Mrs. Cotton the lessees of the proposed property,

NOW, THEREFORE, BE IT RESOLVED, at its July 16, 2015 meeting, the Anniston Historic Preservation Commission approved the proposal for the creation of the Anniston Inn Kitchen as a locally designated historic property and, by this resolution, recommends the designation of this property as a locally designated historic property to the City Council in accordance with the provisions of Ordinance No. 91-0-18 passed and adopted by the City Council of the City of Anniston on the 24th day of April, 1991:

The Anniston Inn Kitchen is located at 130 West Fifteenth Street, Anniston Alabama.



John H. Valieant
Chair, City of Anniston Historic Preservation Commission

Date: Jul 16, 15

RESOLUTIONS

RESOLUTION NO. 15- R - ____

A RESOLUTION CONCERNING THE PROHIBITION AGAINST THE ERECTION OR INSTALLATION OF SIGNS ON PUBLIC PROPERTY, IN PUBLIC PARKS, OR IN PUBLIC RIGHT-OF-WAYS

WHEREAS, Section 19.28 of the Code of Ordinances for the City of Anniston prohibits a person from erecting any sign on any public lands or highways or roads adjacent to a park;

WHEREAS, Section 34.6 of the Code of Ordinances for the City of Anniston prohibits a person from erecting or installing any signs in any public right-of-ways or on any public property;

WHEREAS, the City Council finds that the prohibitions in Sections 19.28 and 34.6 against the erection and installation of signs shall apply and be enforced in the Quintard Avenue median, as a public park, public land, or a public right-of-way;

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

Section 1. When used in Sections 19.28 and 34.6 of the Code of Ordinances of the City of Anniston, the term "signs" shall mean any display, device, figure, drawing, painting, message, flag, fixture, placard or structure that uses any color, form, graphic, illumination, symbol, or writing which directs attention to a product, service, place, activity, institution, business or solicitation, or communicates information of any kind to the public.

Section 2. The prohibitions in Sections 19.28 and 34.6 against the erection and installation of signs in public parks, public lands, and public right-of-ways shall apply to the Quintard Avenue median, in addition to all other public parks, public lands and public right-of-ways within the City of Anniston.

PASSED AND ADOPTED this the ____ day of July, 2015.

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