

**CITY OF ANNISTON
AUGUST 1, 2016
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) Board Confirmation:

- a. Jerome Freeman – Anniston Water Works and Sewer Board
- b. James Stirling – Anniston Historic Preservation Commission

III. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

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

IV. UNFINISHED BUSINESS – None

V. CONSENT AGENDA

- (a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution declaring a reported condition to be a nuisance. (Group 2016-04 Vehicles)
- (c) Resolution declaring a reported condition to be a nuisance. (Group 2016-08 Grass and Debris)
- (d) Resolution re-appointing a member to the Anniston Water Works and Sewer Board.
- (e) Resolution appointing a member to the Anniston Historic Preservation Commission.
- (f) Resolution declaring certain motor vehicles/equipment and personal property surplus and authorizing the disposal of said property.
- (g) Resolution appointing Election Officials for the Municipal Election on August 23, 2016, and, if necessary, the Run-Off Election on October 4, 2016.
- (h) Resolution establishing the use of electronic vote counting devices.
- (i) Resolution certifying the election of a certain School Board Member and directing the issuance of a Certificate of Election.
- (j) Resolution authorizing the submission of a grant application to the National Endowment for the Arts.
- (k) Resolution authorizing the City Manager to execute the Annual Application for Federal/State Assistance for Fiscal Year 2016 with the State of Alabama Department of Transportation.
- (l) Motion to suspend the rule requiring the City Council to meet on the third Monday of August, 2016 and to schedule a City Council meeting for Tuesday, August 30, 2016, at 12:00 p.m. in the City Council Chambers.
- (m) Motion to suspend the rule requiring the City Council to meet on the first Monday of September, 2016 and to schedule a City Council meeting for Tuesday, September 6, 2016, at 5:30 p.m. in the City Council Chambers.

VI. ORDINANCES

- (a) Prohibiting use of metal detecting devices and the removal or disturbance of unexploded ordnances and other munitions and explosives of concern on land encompassing the former Fort McClellan. **Second Reading**
- (b) Amending Chapter 6 of the Code of Ordinances to adopt the 2015 editions of certain technical codes and to enact certain rules and regulations governing building permits. **Second Reading**
- (c) Revising a Fiber Optic Network Facilities Franchise Agreement by the City of Anniston, Alabama and M² Connections, a division of JKM Consulting, Inc. **First Reading**

(d) Amending Section 31.32 and 31.33 of the Code of Ordinances of the City of Anniston, Alabama and repealing Section 31.34 through 31.39 of the same. **First Reading**

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

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

7/18/2016

Anniston, Alabama
July 18, 2016

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 18, 2016, at approximately 5:33 o'clock p.m.

Council Member Jenkins prayed the Invocation.

Council Member Jenkins 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, Selase, Harris and Stewart; absent: Council Member Reddick. 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 Selase made a motion to waive the reading of the minutes of June 20, 2016. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried.

Council Member Jenkins made a motion to approve the minutes of June 20, 2016. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried.

Council Member Selase made a motion to amend the agenda to remove from the Consent Agenda a motion to award the bid in the total amount of \$809,483.00 by Hale Building Co., Inc. for the Base Bid and Additive Alternate No. 1 for the Fire Training Additions and Renovations and to place said bid after Ordinances and to add to the Consent Agenda a resolution declaring a reported condition to be a public nuisance and to adopt said 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, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried.

The Council recognized and congratulated Tana Bryant, Code Enforcement, as the Alabama Code Official of the Year.

David Baker, 1116 West 17th Street, Chairman of the Anniston Citizen Police Advisory Council, addressed the Council and invited the Council to attend there meeting on this Thursday and their prayer vigil prior to meeting.

7/18/2016

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (grass and vehicle) at 2113 Quintard Avenue, declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances at said location.

No one addressed the Council concerning the proposed abatement of identified nuisances at said location.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (grass and vehicle) at 2113 Quintard Avenue closed.

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (grass and debris) at the following locations: 429 and 430 Williamson Avenue, 1605 Leighton Avenue, 2621 Norwood Avenue, 1517 and 1515 Cooper Short, 1623 Mulberry Avenue, 1101 W. 18th Street, 2029 and 2027 Noble Street, 2309 and 2317 Gurnee Avenue, 2330 McKleroy Avenue, 615 S. Christine Avenue, 1710 Mulberry Avenue, 1016 W. 19th Street, 1619 McCall Drive and 830 E. 22nd Street; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances at said locations.

No one addressed the Council concerning the proposed abatement of identified nuisances at said locations.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (grass and debris) at the following locations: 429 and 430 Williamson Avenue, 1605 Leighton Avenue, 2621 Norwood Avenue, 1517 and 1515 Cooper Short, 1623 Mulberry Avenue, 1101 W. 18th Street, 2029 and 2027 Noble Street, 2309 and 2317 Gurnee Avenue, 2330 McKleroy Avenue, 615 S. Christine Avenue, 1710 Mulberry Avenue, 1016 W. 19th Street, 1619 McCall Drive and 830 E. 22nd Street; closed.

Mayor Stewart announced that was the time for the public hearing on the proposed ordinance to adopt by reference the following technical codes:

International Building Code, 2015 Edition, published by the International Code Council.
International Existing Building Code, 2015 Edition, published by the International Code Council.
International Fuel Gas Code, 2015 Edition, published by the International Code Council.
International Mechanical Code, 2015 Edition, published by the International Code Council.
International Plumbing Code, 2015 Edition, published by the International Code Council.
International Property Maintenance Code, 2015 Edition, published by the International Code Council.
International Residential Code, 2015 Edition, published by the International Code Council.
National Electrical Code, 2014 Edition, published by the National Fire Protection Association.
International Fire Code, 2015 Edition, published by the International Code Council.
Declared the hearing open and asked if anyone wished to address the Council either in favor of or in opposition to the proposed ordinance to adopt by reference said codes.

7/18/2016

No one addressed the Council either in favor of or in opposition to the proposed ordinance to adopt by reference said codes.

Mayor Stewart declared the public hearing the proposed ordinance to adopt by reference the following technical codes:

International Building Code, 2015 Edition, published by the International Code Council.
International Existing Building Code, 2015 Edition, published by the International Code Council.
International Fuel Gas Code, 2015 Edition, published by the International Code Council.
International Mechanical Code, 2015 Edition, published by the International Code Council.
International Plumbing Code, 2015 Edition, published by the International Code Council.
International Property Maintenance Code, 2015 Edition, published by the International Code Council.
International Residential Code, 2015 Edition, published by the International Code Council.
National Electrical Code, 2014 Edition, published by the National Fire Protection Association.
International Fire Code, 2015 Edition, published by the International Code Council.
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.
- (b) Resolution over-ruling objections to the abatement of identified nuisances. (Group 2016-03 Grass and Vehicle)
- (c) Resolution over-ruling objections to the abatement of identified nuisances. (Group 2016-07 Grass and Debris)
- (d) Resolution adopting the 2016 Annual Action Plan and Budget for the City of Anniston Community Development Block grant Program and the Anniston/Calhoun County HOME Consortium HOME Program.
- (e) Motion to award the bid in the total amount of \$23,675.00 by EMTEK for the demolition of substandard structures.
- (f) Resolution declaring a reported condition to be a public nuisance.

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

Council Member Harris made a motion for the unanimous consent of the Council to reintroduce and read by title Ordinance Number 16-O-10. 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 reintroduction and reading by title of Ordinance Number 16-O-10.

No one addressed the Council either in favor of or in opposition to the reintroduction and reading by title of Ordinance Number 16-O-10.

7/18/2016

On call of the roll on Council Member Harris' motion for the unanimous consent of the Council to reintroduce and read by title Ordinance Number 16-O-10 and Council Member Jenkins' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried.

Unanimous consent of the Council having been granted to reintroduce and read by title Ordinance Number 16-O-10, Council Member Harris reintroduced and read by title Ordinance Number 16-O-10 as follows:

(16-O-10, Zoning Ordinance amended in its entirety to provide for the establishment of districts within the corporate limits of the City of Anniston, Alabama; to regulate within such districts the use of real property contained therein, including, the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards and other open spaces, the density of population and the use of buildings, structures and land; to provide methods of administration of this ordinance and penalties for the violation thereof; Second Reading)

Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 16-O-10 as reintroduced and read by title. The motion was seconded by Council Member Selase.

Council Member Jenkins thanked the Planning Commission for their work on this ordinance. He stated it had been a year and a half process.

Mayor Stewart stated this ordinance was a milestone for the City of Anniston and he thanked Toby Bennington, City Planner, for leading the Planning Commission through this process. He stated this ordinance will serve as a framework for sensible land use planning.

Council Member Selase stated this ordinance was an outcome of their strategic planning process and he thanked the Council for their work in this process.

Council Member Harris thanked the Planning Commission for their hard work on this ordinance.

On call of the roll on Council Member Jenkins' motion for the passage and adoption of Ordinance Number 16-O-10 as reintroduced and read by title and Council Member Selase's second to said motion the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried and Ordinance Number 16-O-10 was passed and adopted.

Council Member Selase made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-11. The motion was seconded by Council member Harris.

Mayor Stewart asked if anyone wished to address the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-11.

7/18/2016

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-11.

On call of the roll on Council Member Selase's motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-11 and Council Member Harris' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried.

Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 16-O-11, Council Member Selase introduced and read by title Ordinance Number 16-O-11 as follows:

(16-O-11, prohibiting use of metal detecting devices and the removal or disturbance of unexploded ordnances and other munitions and explosives of concern on land encompassing the former Fort McClellan; First Reading)

Council Member Harris made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-12. 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 Ordinance Number 16-O-12.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-12.

On call of the roll on Council Member Harris' motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-12 and Council Member Jenkins' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried.

Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 16-O-12, Council Member Harris introduced and read by title Ordinance Number 16-O-12 as follows:

(16-O-12, amending Chapter 6 of the City Code to adopt the 2015 editions of certain technical codes and to enact certain rules and regulations governing building permits; First Reading)

(Council Member Jenkins left the meeting at approximately 5:55 p.m.)

Council Member Selase made a motion to award the bid in the total amount of \$809,483.00 by Hale Building Co., Inc. for the Base Bid and Additive Alternate No. 1 for the Fire Training Additions and Renovations. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Selase, Harris and Stewart; nays: none; absent: Council Members Jenkins and Reddick. The motion carried.

7/18/2016

(Council Member Jenkins reentered the meeting at approximately 5:56 p.m.)

Council Member Harris stated she was very proud of the Anniston Police Department. She stated she participated in a recent ride along on a Friday night with Officer Hartley and she had a new appreciation for what these officers do every day.

Council Member Selase stated they would be having a Back to School Rally on July 21 at the Carver Community Center. He congratulated Darren Douthit, School Superintendent, on the renewal of his contract.

Council Member Jenkins thanked Toby Bennington for his work on the Zoning Ordinance. He thanked Steven Folks for his work with swim meet and referee clinic from the past week.

Mayor Stewart stated he had reached out to the City of Baton Rouge and stated he would like to end this meeting with a moment of silence to remember the citizens of Baton Rouge.

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 Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; absent: Council Member Reddick. The motion carried and the meeting was adjourned at approximately 6:03 o'clock p.m.

BOARD CONFIRMATIONS

City of Anniston
BOARDS & COMMISSIONS
Application Form

Applicants are strongly urged to attend several meetings of a board prior to applying
Name of board or commission: The Water Works & Sewer Board of the City of Anniston

Your name: Charles Jerome Freeman Home Phone #: [REDACTED]

Street address: [REDACTED] City: Anniston Zip Code: 36201

Mailing address (if different): _____

Employer: Retired

Your position: _____ Office Phone #: _____

My primary residence is within the Anniston city limits: Yes No

If no, I reside within Calhoun County: Yes _____

Have you previously serve on any city board? If so, which board: _____

Are you aware of any potential conflicts of interest that may arise during your service on this board (i.e., property interest, business interest, etc.)? If so, please explain: No conflicts of interest

_____ Potential conflicts of interest do not preclude appointments.

Please indicate the area(s) of expertise that you can bring to the above board(s), and then list education, experience, reasons for your interest, and other factors that support your interest in serving. Please use additional sheets if necessary.

I am a life-long resident of Anniston, a U.S. Army veteran, and attended Ayers Technical School and Gadsden State Junior College. During my employment at the Anniston Army Depot and since my retirement, I have volunteered and been active in numerous City and County organizations, i.e. Calhoun County Beautification Board, Calhoun County 911 Board, Metropolitan Planning Organization's (MPO) Citizen Advisory Committee, and Anniston Parks & Recreation Board.

As a member of The Water Works and Sewer Board, I have been involved in the transition of the Board from a City Board to the current City/County Board. During my time on the Board there have been major renovations of facilities and installation of pipelines to provide improved services to Anniston, Calhoun County, and also the additon of new wholesale customer such as Honda Mfg., City of Jacksonville, and Cleburne County Water Authority. I currently serve as Vice-Chairman of the Board and would very much like to continue my service to the citizens of Anniston as a member of the Anniston Water Works and Sewer Board.

Return to:
Alan Atkinson, City Clerk
P.O. Box 2168
Anniston, AL 36202

E-Mail: citymanager@anniston.al.gov
Telephone: 256-231-7710
Fax: 256-236-3421

Signature: Charles Jerome Freeman
Date: 27 May 2016
Email: [REDACTED]
Fax #: N/A

City of Anniston
BOARDS & COMMISSIONS
Application Form

Applicants are strongly urged to attend several meetings of a board prior to applying

Name of board or commission: Historic Preservation Commission

Your name: James Stirling Home Phone #: [REDACTED]

Street address: [REDACTED] City: Anniston Zip Code: 36201

Mailing address (if different): _____

Employer: [REDACTED]

Your position: Team Lead / Attorney Office Phone #: [REDACTED]

My primary residence is within the Anniston city limits: Yes No

If no, I reside within Calhoun County: Yes _____

Have you previously serve on any city board? If so, which board: NO

Are you aware of any potential conflicts of interest that may arise during your service on this board (i.e., property interest, business interest, etc.)? If so, please explain: NO
_____. Potential conflicts of interest do not preclude appointments.

Please indicate the area(s) of expertise that you can bring to the above board(s), and then list education, experience, reasons for your interest, and other factors that support your interest in serving. **Please use additional sheets if necessary.**

Bachelor of Arts, UAB; Juris Doctorate, University of Alabama. I have chosen to live, work and own property in the historic District of Anniston. I am very interested in preserving our historic sites.

Return to:

Alan Atkinson, City Clerk
P.O. Box 2168
Anniston, AL 36202

E-Mail: citymanager@anniston.al.gov
Telephone: 256-231-7710
Fax: 256-236-3421

Signature: [Handwritten Signature]
Date: 6/28/16
Email: [REDACTED]
Fax #: [REDACTED]

CONSENT AGENDA

RESOLUTION NO. 16-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. \$107.95 to Angie Dothard, Museum, during a buying trip at AmericasMart for the Gift Shop in Atlanta, GA on July 16, 2016.

PASSED AND ADOPTED this ____ day of _____, 2016.

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

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Mille Harris, Council Member

ATTEST:

Alan B. Atkinson, City

RESOLUTION NUMBER 16-R-__

A RESOLUTION DECLARING A REPORTED CONDITION TO BE A PUBLIC NUISANCE

WHEREAS, Tana Bryant, an Appropriate City Official, pursuant to Section 34.7 of said Ordinance, has reported to the City Council that conditions exist at **see attached (Group 2016-04 Vehicles)** in Anniston, Alabama that are believed to be a public nuisance; and

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

WHEREAS, Section 34.3 (b) (4) of the City of Anniston Ordinance No. 11-0-9 declares the following conditions to be a public nuisance: **Maintenance or storage of motor vehicles that are not in usable condition as defined in Section 34.2 of the Code of Ordinances**; and

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this the ___ day of _____, 2016.

**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"

Nuisance Vehicles 2016-04

ADDRESS	PPIN
220 S Leighton (weeds and vehicle: Beige Buick LeSabre tag-808SL)	66305
2621 Norwood (Vehicle: white Chevrolet Impala, tag unknown)	25215

RESOLUTION NUMBER 16-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 2016-08 Grass and 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 _____, 2016.

**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 2016-08 Grass and Debris

Address	PPIN
308 Palmetto Avenue	18594
0 Wilmer Avenue	624
420 East 22 nd Street	21083
2006 Gurnee Avenue (debris and weeds)	19942
121 Blue Mountain Road	26295
2112 Dooley Avenue	62105
1739 Homarda Drive	22422
2029 Walnut Avenue (debris and weeds)	20138
1323 Pine Avenue	18901
2828 Noble Avenue	25916
216 S Leighton Avenue	66064
1419 Cobb Avenue	19431
717 West 11 ½ Street	18923
111 South Allen Avenue	66206
1123 Maplewood Place	22820
0 Walnut Avenue	26190
1405 Mulberry Avenue	18981
812 West 14 th Street	19324
1409 Pine Avenue	19042
2030 Wilmer Avenue	1252
1209 Crawford Avenue	65539
315 East 3 rd Street	17320

RESOLUTION NUMBER 16-R-___

A RESOLUTION RE-APPOINTING A MEMBER TO THE ANNISTON WATER WORKS AND SEWER BOARD

WHEREAS, the Council has adopted Ordinance No. 14-O-13, an ordinance amending Division 1, Article XI, Chapter 2 of the Code of Ordinances for the City of Anniston, Alabama Regulating Boards, Commissions and Authorities, in order to, among other things, assign the positions on the City's boards, commissions and authorities to nominations by specific Council Ward Representatives or to the Office of the Mayor so that those who are appointed to serve more fairly and equitably represent the citizenry of the City and to simplify and clarify to Council's nomination and appointment process;

WHEREAS, the Council has adopted a schedule of nominations to govern appointments to the Anniston Water Works and Sewer Board;

WHEREAS, the Council desires to make certain appointments to said Board in accordance with the previously adopted Schedule of Nominations;

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

Section 1. The City Council of the City of Anniston does hereby re-appoint those persons identified in the Schedule of Nominations for the Anniston Water Works and Sewer Board attached hereto as Exhibit A to the board and for the terms set forth therein.

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

PASSED and ADOPTED this ___ day of _____, 2016.

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

EXHIBIT "A"

ANNISTON WATER WORKS AND SEWER BOARD

Board Positions	Nominations	Board Member Name	Expiration Date	Explanation
2	Ward 2	Jerome Freeman	07/31/2022	

RESOLUTION NUMBER 16-R-___

A RESOLUTION APPOINTING A MEMBER TO THE ANNISTON HISTORIC PRESERVATION COMMISSION

WHEREAS, the Council has adopted Ordinance No. 14-O-13, an ordinance amending Division 1, Article XI, Chapter 2 of the Code of Ordinances for the City of Anniston, Alabama Regulating Boards, Commissions and Authorities, in order to, among other things, assign the positions on the City's boards, commissions and authorities to nominations by specific Council Ward Representatives or to the Office of the Mayor so that those who are appointed to serve more fairly and equitably represent the citizenry of the City and to simplify and clarify to Council's nomination and appointment process;

WHEREAS, the Council has adopted a schedule of nominations to govern appointments to the Anniston Historic Preservation Commission;

WHEREAS, the Council desires to make certain appointments to said Board in accordance with the previously adopted Schedule of Nominations;

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

Section 1. The City Council of the City of Anniston does hereby appoint those persons identified in the Schedule of Nominations for the Anniston Historic Preservation Commission attached hereto as Exhibit A to the board and for the terms set forth therein.

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

PASSED and ADOPTED this ___ day of _____, 2016.

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

EXHIBIT "A"

ANNISTON HISTORIC PRESERVATION COMMISSION

Board Positions	Nominations	Board Member Name	Expiration Date	Explanation
8	City Manager	James Stirling	12/31/2018	

RESOLUTION NUMBER 16-R-

**DECLARING CERTAIN MOTOR VEHICLES/EQUIPMENT AND PERSONAL
PROPERTY SURPLUS AND AUTHORIZING THE DISPOSAL OF SAID
PROPERTY**

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

WHEREAS, the City Council is desirous of disposing of said motor vehicles/equipment and personal property.

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

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

Section 2. That Alan B. Atkinson, City Clerk of the City of Anniston, be and he is hereby authorized, directed and empowered to destroy/dispose of and/or sell said motor vehicles/equipment and personal property referenced on Exhibit "A" attached hereto and incorporated herein; and that the said Alan B. Atkinson be and he is hereby authorized, directed and empowered for and on behalf of the City of Anniston to execute certificates, bills of sale or other documents of conveyance to the purchasers at such auction for cash received for such purposes, provided, however, that all sales of said motor vehicles/equipment and personal property made by the City at said auction shall be "as is – where is" with no warranties expressed or implied.

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

PASSED AND ADOPTED this the _____ day of _____, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Memo

To: Anniston City Council Members
Thru: Brian Johnson, City Manager
From: Robert J. Dean, Jr., Public Works Director
Date: July 20, 2016
Re: Vehicle and Equipment Surplus

*RJD
CJD*

The Public Works Department would like to surplus the following vehicles:

<u>Model</u>	<u>VIN</u>	<u>Mileage/Hours</u>	<u>Vehicle#</u>
1994 Chevy Pickup	2GCEC19RXV1146678	167,300	#6519
2005 GMC 8500 Engine fire. Parts discontinued by dealer and unavailable aftermarket.	1GDM8C1CX5F533963	132,364	#6844
1998 GMC Truck frame damaged beyond repair.	1GDM7H1J7WJ506765	102,859/10,865	#6992
1991 GMC 1-Ton Service Truck Vehicle excessively burns/uses oil	1GDHC34K4ME527700	30,455	#6413
2001 F150 Suspension needs work. Engine is excessively burning/using oil.	1FTRF17W31NA79013	109,183	#6841

The Police Department would like to surplus the following vehicles:

<u>Model</u>	<u>VIN</u>	<u>Mileage/Hours</u>	<u>Vehicle#</u>
2007 Ford Crown Vic Vehicle wrecked (rolled) and all useful parts salvaged.	2FAFP71WX7X118611	94,186	#5247
1999 Ford Crown Vic Unknown	2FAFP71W8XX238780	122,867	#5169
2014 Dodge Charger Vehicle wrecked and unable to be repaired	2C3CDXAG0EH172638	UNKNOWN	#5447
1993 Dodge Ram B250 Conv Van	2B6HB21Y1PK512876	96,875	

The Parks and Recreation Department would like to surplus the following vehicles:

<u>Model</u>	<u>VIN</u>	<u>Mileage/Hours</u>	<u>Vehicle#</u>
1997 Econoline Van Blown engine.	1FTJS34S7VHA03031	74,681	#5169
1994 Chevy G20 Van Older vehicle with blown engine, suspension and air conditioner problems	1GNEG25K3RF173715	85,359	#6405

The Public Works Department would also like to surplus the following machinery and equipment:

<u>Model</u>	<u>Serial #</u>	<u>Hours</u>
Blackhawk 5 ton air lift jack-Model# 67440 Unused		
Norco 2 ½ ton air lift jack-Model# 82920 Unused		
Norco 22 ton hydraulic floor jack-Model# 72200C Does not work		
Miller Bobcat 225 Gas powered welder-Stock# 903500 Circuit board is burned	KK313504	449
Coats rim clamp tire changer-Mod 7060ex-Part # 8047092 Machine worn and does not operate properly or safely.	0607107215	
Coats Balancer Mod 850S Part# 8112850 Circuit board is burned.	0607306849	
Coats tire changer. Mod 4050A Part# 8028713 Old style tire machine. Hasn.'t been used in several years.	0103100825	
2009 Graco Line Driver Laser Paint Machine Mo#24G626 Paint system has continuous operational problems	BA187	
23x6 hydraulic cylinder 3 stage (rebuilt)		
23x6 hydraulic cylinder single stage (rebuilt)		
36x5 hydraulic cylinder single stage (rebuilt)		
40x5 hydraulic cylinder single stage (rebuilt)		
(40) 12 inch 3 – section traffic signals		
(24) 8 inch 3 – section traffic signals		
(2) 4-way traffic signals		

(3) Mechanical traffic control cabinets

(4) Traffic controllers (parts)

Scrap traffic signal span wire

Scrap copper wire

Church pews (former seating from City Council Chambers)

(15) Computer Towers

(17) Round Tables

(30) Chairs

(33) Folding Chairs

(14) Rectangle Tables

The Parks and Recreation Department would also like to surplus the following machinery and equipment:

<u>Model</u>	<u>Serial #</u>	<u>Hours</u>
Cushman 2-wheel drive Groommaster	99002316	
Jacobsen	661481789	
Cushman Turfmaster Sprayer Model 89329D	41024	
Jacobsen Deck Mower	661481786	
Cushman Truckster	99004087	
Vermeer TS-44A Tree Spade V#9122		
1993 Ford tractor 1920 model V#9269	UP31455	
1998 Steiner tractor model 430 V#9298	K8451	
2001 Kubota Zero-Turn mower V#9283	13472	
Jacobsen LF 3800		
Yamaha Range Picker Car ModelG16A		
Jacobsen Greensking		
RJD/cm		

Museum Surplus 8/1/2016

1	Fax machine
1	Handicam
1	VHS player
10	Computers
2	Wireless Mics
1	CD-RW
2	Scanners
1	Battery Backup
3	Receivers
1	VCR
1	CD changer
1	Amplifier
1	Cable Box
6	Computer Monitors
1	DVD Player
9	Keyboards
1	Speakers
5	Phones
2	Typewriters
3	Hard Drives
8	Printers
2	Cash Registers

RESOLUTION NUMBER 16-R-

**A RESOLUTION APPOINTING ELECTION OFFICIALS FOR THE MUNICIPAL
ELECTION ON AUGUST 23, 2016, AND, IF NECESSARY, THE RUN-OFF ELECTION
ON OCTOBER 4, 2016**

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

Section 1. The following individuals whose names appear after each voting location shall act and serve as election officials in the capacity herein designated for the Municipal Election for Council Members and Board of Education Members to be conducted on August 23, 2016, and, if necessary, for the "Run-Off" Election on October 4, 2016.

**ELECTION OFFICIALS
ANNISTON MUNICIPAL ELECTION 2016**

WARD 1

Anniston Calhoun County Health Department
3400 McClellan Boulevard, Anniston, AL

Mary Sides, Inspector
Charles Eric Swann, Clerk
Anita Smith, Clerk
Stan Barger, Clerk

First Presbyterian Church
1701 Henry Road, Anniston, AL

Gail Dorman, Inspector
Ellen Bass, Clerk
Karen Crockett, Clerk
Ronald Clark, Clerk

WARD 2

Refuge II Of Our Lord Jesus Christ Church
2230 McKleroy Avenue, Anniston, AL

Marie Heath, Inspector
Lottie Washington, Clerk
Deborah Ingram, Clerk
Mary L Fomby, Clerk
Loree Wilson, Clerk
Jesse Guy, Clerk

Carver Community Center
720 West 14th Street, Anniston, AL

Elbert Goodman, Inspector
Eddie Lee Paige, Clerk
Gwendolyn Murphy, Clerk
Janet Rouse, Clerk
Cynthia Rouse, Clerk
Elvira Jones, Clerk

Wiggins Community Center
220 West 17th Street, Anniston, AL

Willie Yarbrough, Inspector
Helen Copeland, Clerk
Carol Yarbrough, Clerk
William Vereen, Clerk

WARD 3

South Highland Community Center
229 South Allen Avenue, Anniston, AL

Annie Lee Adams, Inspector
Sophia Clay, Clerk
Alberta Bell, Clerk
James Edmondson, Clerk
Evonne Snodgress, Clerk
Roger Carlisle, Clerk

Anniston Meeting Center
1615 Noble Street, Anniston, AL

Teresa Poor, Inspector
Betty Jane Daugherty, Clerk
Negretta Wilson, Clerk
Rosetta Teague, Clerk
Deborah Reaves, Clerk
Kumira Mason, Clerk
William Butler

WARD 4

Anniston Country Club
601 Highland Avenue, Anniston, AL

Lisa Huckaby, Inspector
Sara F. Starling, Clerk
John Triplett, Clerk
Myrla Durden, Clerk
Samantha Houston, Clerk

Hodges Community Center
1325 Spring Valley Road, Anniston, AL

Patrece Tillery, Inspector
George Gorey, Clerk
Shirley Holder, Clerk
Edna Traywick, Clerk
Anita Heiland, Clerk
Mattie Kirby, Clerk
Louise C. Ogle, Clerk
Martha Grizzard, Clerk
Sigrit Berth, Clerk
Linda West, Clerk
Robert Patrick, Clerk
Martha Patrick, Clerk

Section 2. In addition to the election officials hereinabove appointed, the City Council does hereby appoint the following for the positions indicated as polling officials for the absentee boxes in the City.

ABSENTEE BOX

Angela McVeigh, Inspector
Elmyra Jackson, Clerk
Jacqueline Brown, Clerk

Section 3. That the compensation for said election officials shall be \$175.00 for Inspectors and \$125.00 for all other election officials per day for the Municipal Election for Council Members and Board of Education Members to be conducted on August 23, 2016, and, if necessary, for the "Run-Off" Election on October 4, 2016.

Section 4. The City Clerk is hereby directed to publish a list of the polling places and the polling officials in The Anniston Star in accordance with law.

PASSED AND ADOPTED this the _____ day of _____, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION NUMBER 16-R-

A RESOLUTION ESTABLISHING THE USE OF ELECTRONIC VOTE COUNTING DEVICES

WHEREAS, Chapter 7 of Title 17 of the Alabama Code of 1975, and the regulations adopted pursuant thereto by the Alabama Electronic Voting Committee, provide for the use of Electronic Vote Counting Systems; and

WHEREAS, Section 17-7-21 of the Code of Alabama 1975 provides that a municipality may, in its discretion, by adoption of appropriate resolution, authorize, adopt and direct the use of electronic vote counting systems for use in all elections held in such municipality.

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

Section 1. That for all elections held subsequent to the passage of this resolution, the use of Polling Place Counter DS 200, a system which complies with Section 17-7-21 of the Code of Alabama and any regulations adopted pursuant thereto, is hereby authorized for the reporting, counting and tabulating of any and all election results in the City of Anniston.

Section 2. That Alan B. Atkinson, as City Clerk of the City of Anniston, is hereby directed to file a copy of this resolution with the Alabama Secretary of State.

PASSED AND ADOPTED this the _____ day of _____, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION NUMBER 16-R-

A RESOLUTION CERTIFYING THE ELECTION OF A CERTAIN SCHOOL BOARD MEMBER AND DIRECTING THE ISSUANCE OF A CERTIFICATE OF ELECTION

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

WHEREAS, Vaughn M. Stewart, II, Mayor of the City of Anniston, Alabama, has heretofore filed with the City Council a statement, attested by the City Clerk, certifying the fact that only one person filed a Statement of Candidacy for the office of Member of the Anniston City Board of Education from Ward 1 by 5:00 p.m. on the 3rd Tuesday in July preceding the 23rd day of August, 2016, the date set for an election of municipal officers in the City of Anniston, Alabama, and

WHEREAS, the statement from the Mayor certifying such fact further indicates that the sole persons filing said Statement of Candidacy for each such position are:

Rebecca K. Brown -Anniston City Board of Education -Ward 1, and

WHEREAS, this is the first regular meeting after receiving such statement certifying the foregoing facts to the City Council.

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

Section 1. That pursuant to Section 11-46-97 and Act No. 98-306 (Reg.Sess.1998) Rebecca K. Brown is hereby declared elected to the office of Member of the Anniston City Board of Education from Ward 1.

Section 2. That a Certificate of Election signed in the name of the City Council by its members and attested by the City Clerk shall be given to Rebecca K. Brown that shall entitle her to her respective position as Member of the Anniston City Board of Education from Ward 1, immediately upon the expiration of the current Member's term on the Anniston City Board of Education from Ward 1.

Section 3. That Alan B. Atkinson, as City Clerk of the City of Anniston, is hereby directed to file a copy of such Certificate of Election in the Office of the Judge of Probate of Calhoun County, Alabama, and to forward a copy of the same to the Anniston City Board of Education.

PASSED AND ADOPTED this the _____ day of _____, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk



CITY OF ANNISTON

P.O. BOX 670
ANNISTON, ALABAMA 36202

July 25, 2016

STATE OF ALABAMA
CALHOUN COUNTY

This is to certify that only one person filed a statement of candidacy for the office of Board of Education Member Ward 1 by 5:00 p.m. on the third Tuesday in July preceding the 23rd day of August, 2016, the date set for an election of municipal officers in the City of Anniston, Alabama, and the name of such person is Rebecca K. Brown.



Vaughn M. Stewart, II, Mayor

ATTEST:



Alan B. Atkinson, City Clerk

RESOLUTION NO. 16-R-

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL
ENDOWMENT FOR THE ARTS**

WHEREAS, the National Endowment for the Arts has the authority to award grants under the Our Town FY17 Program to further the arts in a community; and

WHEREAS, the City of Anniston recognizes the importance of incorporating the arts in the revitalization of the community.

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

1. That submission of a Grant Application in the amount of \$ 30,000 under said program is, hereby, confirmed as authorized;
2. That the City of Anniston will match in-kind through existing salaries, office space, and office equipment; and
3. That the Mayor and/or City Manager is authorized to sign any and all documents to obtain said grant; and
4. That Louise Campbell, L.P. Campbell Company is authorized to prepare and submit the on-line grant application on behave of the City of Anniston.

PASSED AND ADOPTED this the _____ day of _____, 2016.

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 EXPLANATION

PURPOSE: Grant Application Authorization Confirmation

PROGRAM: Our Town FY 17

AGENCY: National Endowment for the Arts

DEADLINE: September 12, 2016

PROJECT DESCRIPTION:

The City of Anniston is in support of incorporating various art forms into the rebuild and revitalization of the community.

GRANT REQUEST: Estimated \$ 30,000

LOCAL: 50% of Total Cost – or \$ 30,000 in-kind (existing salaries, office space, etc)

COMMENT:

The project will seek to involve various art forms and art expression in on-going areas of revitalization and development including: Downtown Revitalization, Chief Ladiga Trail Extension; Coldwater Mountain Trailhead, West End Revitalization, and Multi-Modal Transportation Enhancements. The project will seek planning and design input from local area artists and art associations.

PREPARED BY: Louise Campbell, L.P. Campbell Company 7/21/2016

RESOLUTION NUMBER 16-R-___

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE ANNUAL APPLICATION FOR FEDERAL/STATE ASSISTANCE FOR FISCAL YEAR 2016 WITH THE STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION

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

1. That the City of Anniston is authorized to make an application in the amount of **Five Thousand Five Hundred Dollars (\$5,500.00)** Project No. 3-01-0008-032-2016 for airport improvement funding assistance from the State of Alabama Department of Transportation, for the purpose of undertaking a project in fiscal year 2016 to make improvements at the **Anniston Regional Airport**, Anniston, Alabama.
2. That the application be submitted for and on the behalf of the City of Anniston by its City Manager who is authorized by this resolution to sign the application and any related forms or documents on behalf of the City of Anniston, Alabama.
3. That the City of Anniston is authorized to enter into an airport improvement funding agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking a project to make improvements at the **Anniston Regional Airport**, with partial funding provided by the State of Alabama.
4. That the agreement be executed in the name of the City of Anniston for and on behalf of the City of Anniston by its City Manager.
5. That the authority of the City of Anniston to enter into contracts with the State of Alabama has been reviewed by the City's attorney, and in his/her opinion, the City is duly authorized to commit the City of Anniston to an agreement with the Alabama Department of Transportation.

BE IT FURTHER RESOLVED, that the City of Anniston hereby affirms that the required local matching share of the funds in the amount of **Five Thousand Five Hundred Dollars (\$5,500.00)** required for this agreement has been officially approved, placed into the budget of the airport and is available for expenditure upon execution of the State of Alabama's funding agreement and the start of the project.

PASSED AND ADOPTED THIS THE ___ DAY OF _____, 2016.

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

Application for Federal Assistance SF-424		
* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:		4. Application Identifier:
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier: 3-01-0008-032-2016
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Anniston, AL		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 63-6001182		*c. Organizational DUNS: 075467563
d. Address:		
* Street1: 1128 Gurnee Avenue Street 2:		
* City: Anniston County: Calhoun * State: Alabama Province: Country: *Zip/ Postal Code: 36201		
e. Organizational Unit:		
Department Name: Planning		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. First Name: Toby Middle Name: * Last Name: Bennington Suffix:		
Title: City Planner		
Organizational Affiliation:		
* Telephone Number: (256) 231-7754		Fax Number: (256) 231-7632
* Email: tbennington@anniston.al.gov		

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title: N/A

13. Competition Identification Number:

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Anniston, City of Oxford, Calhoun County, Talladega County, Alabama

* 15. Descriptive Title of Applicant's Project:

Drainage Analysis

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: Third

*b. Program/Project: Third

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2016

*b. End Date: 05/31/2017

18. Estimated Funding (\$):

*a. Federal	_____	49,500.00
*b. Applicant	_____	2,750.00
*c. State	_____	2,750.00
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	55,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Brian

Middle Name:

*Last Name: Johnson

Suffix:

*Title: City Manager

*Telephone Number: (256) 236-3422

Fax Number: (256) 231-7632

* Email: bjohnson@anniston.al.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

Anniston Regional Airport

FY 2016 Project Justification

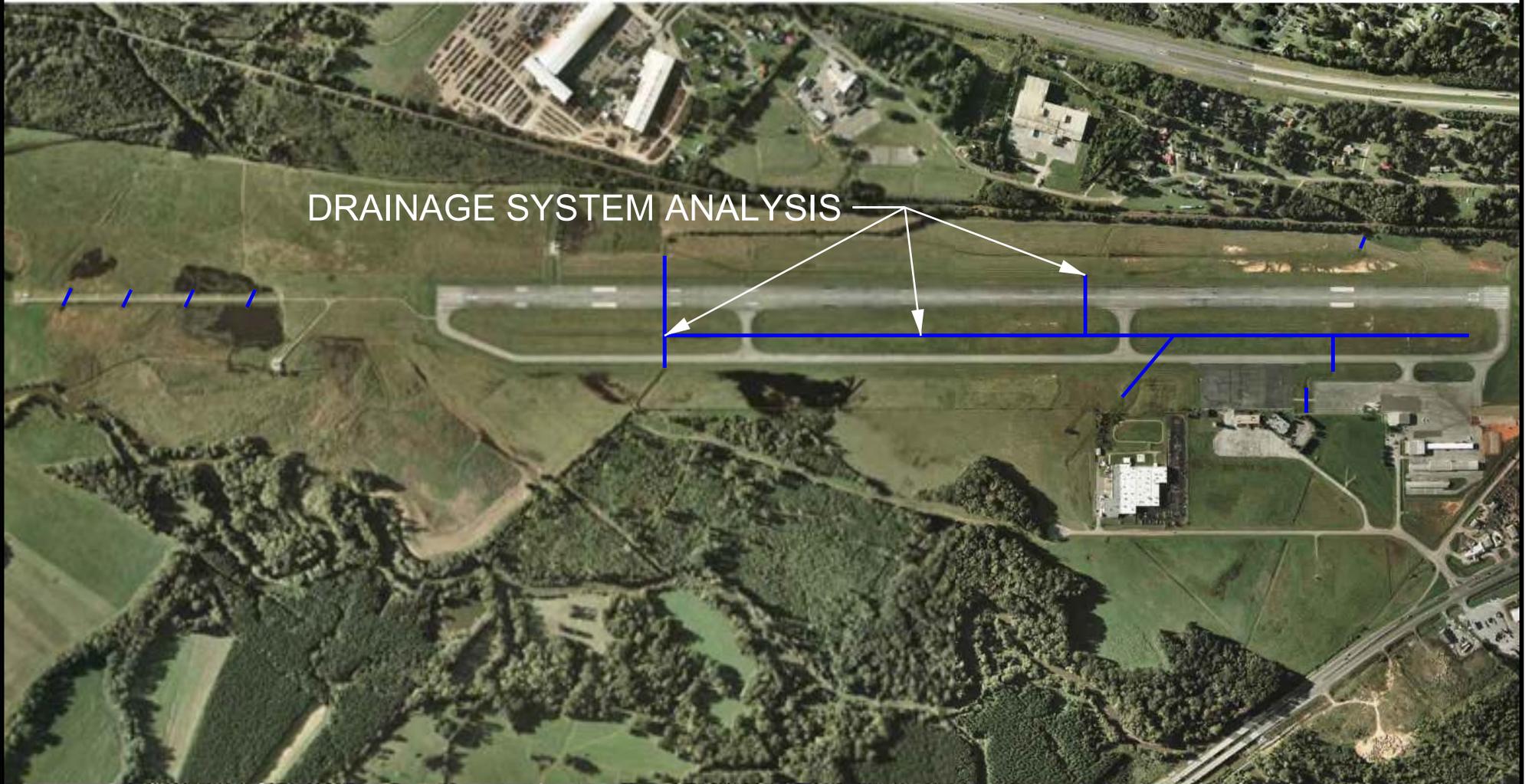
Drainage System Analysis

The current drainage system at the Anniston Regional Airport is aging and in various stages of deterioration. The Airport is immediately adjacent to Choccolocco Creek and proper drainage of the airfield is very important.

There are numerous areas of runway and other airfield pavement over the existing drainage pipes, raising concerns of failure. The City of Anniston would like to request FY 2016 funding to analyze the existing drainage system to prepare for improvements to maintain not only drainage, but the integrity of the airfield pavements.

ANNISTON REGIONAL AIRPORT ANNISTON, ALABAMA

DRAINAGE SYSTEM ANALYSIS



PROPOSED IMPROVEMENTS:

— 2016 DRAINAGE SYSTEM ANALYSIS



**AGREEMENT FOR PROFESSIONAL SERVICES
ANNISTON REGIONAL AIRPORT
ANNISTON, AL
Project No. 15051070**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Anniston, Alabama** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to conduct a drainage analysis of the existing airfield storm drainage system.

GARVER will provide professional engineering and surveying services associated with the identification, inspection and mapping of the existing underground airfield storm drainage system at the Anniston Regional Airport, as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by GARVER.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed analysis as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Owner, the FAA, and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum and cost plus operating margin basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
FAA Project/Grant Development	\$5,850.00	LUMP SUM
Drainage Survey	\$33,860.00	COST+OM
Drainage Study	\$14,580.00	LUMP SUM
TOTAL FEE	\$54,290.00	

Lump Sum Items:

The lump sum amount to be paid under this agreement is \$20,430.00. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

Cost Plus Operating Margin Items:

The Owner will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 195.36% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus an operating margin of 10% and a facilities capital cost of money (FCCM) of 0.52%. Estimated cost of these services, including the operating margin is \$33,860.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.



SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.



GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and/or survey utilities located and marked by their owners. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.



5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, GARVER shall deliver to the Owner all original documentation prepared under this Contract. In the event the Owner does not have proper storage facilities for the protection of the original documents, the Owner may request GARVER to retain the documents with the provision that they will be made available upon written request.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.



5.7 Construction Phase Services - NA

It is understood and agreed that GARVER's Scope of Services under this Agreement does not include design, construction and/or construction services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



SECTION 6 - CONTROL OF SERVICES

This is an Alabama Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Alabama.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 8.1.1 Appendix A – Scope of Services
- 8.1.2 Appendix B – Contract Fee
- 8.1.3 Appendix C – Certification of Engineer
- 8.1.4 Appendix D – Mandatory Federal Contract Provisions For Professional Services Contracts

8.2 This Agreement (consisting of pages 1 to 8, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF ANNISTON, AL

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**APPENDIX A – SCOPE OF SERVICES
ANNISTON REGIONAL AIRPORT
ANNISTON, AL
Project No. 15051070**

2.0 General

The Owner intends to conduct a drainage analysis of the existing airfield storm drainage system. This contract includes professional engineering and surveying services associated with the identification, inspection and mapping of the existing underground airfield storm drainage system at the Anniston Regional Airport.

2.1 FAA Project/Grant Development

Garver will assist the Owner with development of the project and with obtaining FAA and ALDOT funding. Specific work items associated with this task are as follows:

2.1.1 Initial FAA Project Funding Support

Garver will coordinate with ALDOT and the FAA to request funding support. This includes submission of project sketches and budgets as well as the preparation of the updated Airport Capital Improvement Plan (ACIP) spreadsheet and grant pre-application for the proposed drainage analysis to be submitted by the Owner.

2.1.2 FAA and ALDOT Grant Application Assistance

Garver will develop grant applications for submittal by Owner to FAA and ALDOT. Grant application packets include the Application for Federal Assistance - Form SF-424, Engineering Worksheet, Written Project Narrative/Justification, Sketches and Site Pictures. Garver will also assist the Owner with submission of the Sponsor Certifications.

2.1.3 FAA and ALDOT Funding Reimbursements

Garver will prepare and file requests for reimbursement upon approval of the Owner. Such requests for reimbursement will include Garver invoices as well as any administrative expenses incurred by the Owner directly related to this project.

2.1.4 FAA and ALDOT Grant Closure

Garver will prepare closeout documents to complete and close the grant. These documents include:

- 2.1.4a. Project Budget and Narrative
- 2.1.4b. The Statement and Distribution of Project Costs
- 2.1.4c. FAA Form SF-271
- 2.1.4d. FAA Form SF-425
- 2.1.4e. Sponsor's Certification of Acceptance

2.2 Drainage Survey

Garver will employ a sub-contractor to locate, catalog, video and classify each pipe and/or culvert within the existing underground airfield storm drainage system. Data to be collected for each pipe and/or culvert includes:

- GPS locations of each pipe end
- Description of pipe size
- Description of pipe material
- Description of pipe end treatment
- Description of pipe condition
- Location of any deficiencies within each pipe

Garver will also conduct up to two (2) days of field surveys as necessary to locate and/or verify pipe locations and drainage ways. Control points will be established for use during construction.

2.3 Drainage Study

Utilizing the above Drainage Survey, Garver will develop a hydrologic model and perform hydrologic analyses of the airfield drainage basin. Modeling parameters, such as areas, slopes, drainage paths, and distances will be obtained from existing aerial survey data taken by Optimal Geomatics on December 16, 2009, available QUAD maps and aerial photos. Runoff characteristics for non-developed areas will be based on current land-use plans.

Garver will develop a drainage report including the following:

- Hydrologic model of the airfield including drainage basin delineation and pipe capacity
- Condition of the existing drainage pipes
- Recommendations for any suggested pipe maintenance and/or replacement

2.4 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Design of drainage or other improvements.
2. Submittals or deliverables in addition to those listed herein.
3. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
4. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
5. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver

2.5 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed.

APPENDIX B - CONTRACT FEE

**ANNISTON REGIONAL AIRPORT - ANNISTON, AL
DRAINAGE ANALYSIS**

Contract Fee

DIRECT SALARY COST		FAA Project/Grant Dev. Task 2.1		Drainage Survey Task 2.2		Drainage Study Task 2.3	
Classification	Rate	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
E-1	\$28.05	0	\$0.00	0	\$0.00	0	\$0.00
E-2	\$34.33	0	\$0.00	0	\$0.00	0	\$0.00
E-3	\$39.86	40	\$1,594.40	48	\$1,913.28	92	\$3,667.12
E-5	\$57.94	0	\$0.00	0	\$0.00	0	\$0.00
D-1	\$25.68	0	\$0.00	0	\$0.00	0	\$0.00
D-2	\$32.05	0	\$0.00	0	\$0.00	0	\$0.00
P-1	\$22.84	0	\$0.00	0	\$0.00	0	\$0.00
X-2	\$21.54	2	\$43.08	0	\$0.00	6	\$129.24
T-1	\$21.21	0	\$0.00	0	\$0.00	0	\$0.00
T-2	\$26.95	0	\$0.00	4	\$107.80	12	\$323.40
C-2	\$31.00	0	\$0.00	0	\$0.00	0	\$0.00
S-4	\$34.42	0	\$0.00	0	\$0.00	0	\$0.00
S-5	\$44.33	0	\$0.00	4	\$177.32	0	\$0.00
2-Man Survey Crew (S-3 + S-4)	\$57.52	0	\$0.00	20	\$1,150.40	0	\$0.00
Subtotal: Salaries			\$1,637.48		\$3,348.80		\$4,119.76
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (195.36%)			\$3,198.98		\$6,542.22		\$8,048.36
DIRECT NON-PAYROLL COSTS							
Document Printing/Reproduction/Assembly			\$75.00		\$30.00		\$250.00
Postage/Freight/Courier			\$21.84		\$15.77		\$50.00
Office Supplies/Equipment			\$0.00		\$0.00		\$45.26
Survey Supplies			\$0.00		\$15.00		\$0.00
Mileage			\$135.00		\$540.00		\$135.00
Per Diem			\$11.25		\$228.75		\$11.25
Subtotal: Direct Non-Payroll Costs			\$243.09		\$829.52		\$491.51
Subtotal: Salaries, Overhead and Direct Non-Payroll			\$5,079.55		\$10,720.54		\$12,659.63
OPERATING MARGIN		15%	\$761.93	10%	\$1,072.05	15%	\$1,898.94
DIRECT SUB-CONSULTANT COSTS							
Consultant / Subcontractor Fees			\$0.00		\$21,000.00		\$0.00
Consultant / Subcontractor - Admin Fee (5%)			\$0.00		\$1,050.00		\$0.00
Subtotal - Direct Sub-Consultant Costs			\$0.00		\$22,050.00		\$0.00
FCCM Salaries - (0.52%)			\$8.51		\$17.41		\$21.42
TOTAL :			\$5,850.00		\$33,860.00		\$14,580.00

TOTAL FEE: \$54,290.00

Prepared by _____
Garver, LLC



APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-01-0008-032-2016
STATE: ALABAMA

CERTIFICATION OF ENGINEER

I hereby certify that I am _____ and duly authorized representative of the firm of GARVER, LLC, whose address is 5125-A Research Drive, Huntsville, AL 35805, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By _____

DATE:



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of an engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.



1.6 Incorporation of Provisions. The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineers from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13): The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29): The Engineer agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Engineer receives from the Sponsor. The



Engineer agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subconsultants.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by executing this contract, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.



7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an engineer or subconsultant who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of



records in order to render, in good faith, the certification required by this provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract, the Engineer certifies that at the time the Engineer executes this contract that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

ORDINANCES

ORDINANCE NUMBER 16-O-____

**ORDINANCE PROHIBITING USE OF METAL
DETECTING DEVICES AND THE REMOVAL OR
DISTURBANCE OF UNEXPLODED ORDNANCES
AND OTHER MUNITIONS AND EXPLOSIVES OF
CONCERN ON LAND ENCOMPASSING THE
FORMER FORT MCCLELLAN**

WHEREAS, the land encompassing the former Fort McClellan, a United States Army installation closed during the 1995 Base Realignment and Closure process and deactivated in 1999, was used for military training exercises and live firing ranges;

WHEREAS, the U.S. Army's use of the land encompassing the former Fort McClellan resulted in Unexploded Ordnances and other Munitions and Explosives of Concern being deposited in the land;

WHEREAS, the McClellan Development Authority has completed extensive efforts to remediate the Unexploded Ordnances and other Munitions and Explosives of Concern from the land encompassing the former Fort McClellan;

WHEREAS, despite the McClellan Development Authority's thorough efforts, there still exists the remote possibility that the land encompassing the former Fort McClellan may contain certain un-remediated Unexploded Ordnances and other Munitions and Explosives of Concern;

WHEREAS, the prior uses of the land encompassing the former Fort McClellan, including its use as a former U.S. Army military installation, make it an attractive location for those who seek to discover relics, coins and other objects and targets with the aid of metal detecting devices;

WHEREAS, the use of metal detecting devices on the land encompassing the former Fort McClellan to identify, locate or remove relics, coins and other objects and targets presents a threat to the life and safety of those engaged in the activity and those who may be exposed to any Unexploded Ordnances and other Munitions and Explosives of Concern discovered through the activity;

WHEREAS, in order to protect the life and safety of the public, the identification, location and removal of any un-remediated Unexploded Ordnances and other Munitions and Explosives of Concern remaining on the land encompassing the former Fort McClellan must be performed by trained, qualified and authorized remediation specialists;

WHEREAS, in order to protect the life and safety of the public, and to safeguard against persons coming into contact with or exposed to Unexploded Ordnances and other Munitions and Explosives of Concern, the City Council for the City of Anniston, Alabama finds that it is necessary, appropriate, and in the best interests and welfare of the public to

prohibit and make unlawful on the land encompassing the former Fort McClellan both (1) the use of metal detecting devices for purposes of identifying, locating or removing any relic, coin and other objects and targets, and (2) the removal or disturbance of any Unexploded Ordnance and other Munitions and Explosives of Concern.

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 amends and restates Chapter 17, Article I, Section 17.5 of “The Code of the City of Anniston, Alabama, 1981” in its entirety to read as follows:

**Sec. 17.5 – Unexploded Ordnances and other Munitions
and Explosives of Concern.**

- (1) Unless specifically authorized in advance by the City Manager or the McClellan Development Authority:
 - (a) It shall be unlawful for any person to use a metal detecting device on land encompassing the former Fort McClellan for the purpose of identifying, locating or removing any relics, coins or other objects and targets.
 - (b) It shall be unlawful for any person to remove or disturb any unexploded ordnance and other Munitions and Explosives of Concern from the land encompassing the former Fort McClellan.
 - (c) Any person encountering an object that appears to be a possible Muniton and Explosive of Concern will vacate the immediate area and notify local law enforcement as soon as possible.
- (2) A person’s use of a metal detecting device on land encompassing the former Fort McClellan, absent specific authorization in advance from the City Manager or the McClellan Development Authority, shall constitute prima facie evidence of a violation of this Section.
- (3) The City Manager and the McClellan Development Authority shall not authorize any person to engage in the activities prohibited herein for recreational or treasure-hunting purposes. Only trained and qualified remediation specialists may be specifically authorized to engage in or perform the activities otherwise prohibited herein.

Section 2. This ordinance shall become effective after its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby authorized and directed to cause a copy of this ordinance to be published one time in said newspaper.

PASSED and **ADOPTED** this ___ day of _____, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

ORDINANCE NO. 16-O-__

**AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES
TO ADOPT THE 2015 EDITIONS OF CERTAIN TECHNICAL
CODES AND TO ENACT CERTAIN RULES AND REGULATIONS
GOVERNING BUILDING PERMITS**

WHEREAS, the City Council considers the safety and health of its citizens to be of paramount importance;

WHEREAS, providing standards and requirements for the safe and sanitary use and occupancy of buildings and structures in the city is the primary way to promote that condition;

WHEREAS, the adoption of current recognized professional construction, maintenance, and fire protection codes devised by the International Code Council is a crucial element of that effort;

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

Section 1. The City Council hereby amends and restates Chapter 6, Article I, Section 6.1 of "The Code of the City of Anniston, Alabama, 1981" in its entirety to read as follows:

Sec. 6.1 – Certain technical codes adopted

The following codes, and the rules and regulations set forth therein, are hereby adopted by reference thereto, namely:

(1)(a) *International Building Code, 2015 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Building Code, 2015 edition*, including Appendix J, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Anniston, Alabama, for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (1)(b) of this section.

(b) The following sections are hereby revised as follows:

<u>Section 101.1</u>	Insert: the City of Anniston, Alabama
<u>Section 105.1.1</u>	Delete in its entirety
<u>Section 105.1.2</u>	Delete in its entirety
<u>Section 105.2</u>	Replace the text in its entirety with: <i>“Work exempt from permitting shall be governed by Section 6.3.1 of the “The Code of the City of Anniston, Alabama, 1981” (referred to herein as the “<u>Anniston Alabama Code of Ordinances</u>”).</i>
<u>Section 105.3.2</u>	Replace the text in its entirety with: <i>“Time limitations on permit application shall be governed by Section 6.3.2 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 105.5</u>	Replace text in its entirety with: <i>“Expiration of permits shall be governed by Section 6.3.6 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 105.7</u>	Replace the text in its entirety with: <i>“Posting of permits shall be governed by Section 6.3.4 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 109.2</u>	Replace the text in its entirety with: <i>“A fee for each required building permit shall be charged in accordance with Section 6.3 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 109.3</u>	Replace the text in its entirety with: <i>“Building permit valuations shall be governed by Section 6.3 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 109.4</u>	Replace the text in its entirety with: <i>“Work commencing before permit issuance shall be governed by Section 6.3.5 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 109.6</u>	Replace the text in its entirety with: <i>“Permit fee refunds shall be governed by Section 6.3.7 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 111</u>	Replace the text in all Section 111 subsections in entirety with: <i>“Certificates of Occupancy shall be governed by Section 6.3.9 of the <u>Anniston Alabama Code or Ordinances</u>.”</i>
<u>Section 113</u>	Replace the text in all Section 113 subsections in entirety with: <i>“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 114.4</u>	Replace the text in its entirety with: <i>“Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to penalty as provided by Section 1.14 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>
<u>Section 115</u>	Replace the text in all Section 115 subsections in entirety with: <i>“Stop Work Orders shall be issued in accordance with Section 6.3.8 of the <u>Anniston Alabama Code of Ordinances</u>.”</i>

Section 1612.3 Insert: City of Anniston
Section 1612.3 Insert: March 16, 2016

(2)(a) *International Residential Code, 2015 edition*. A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Residential Code, 2015 edition*, including Appendix E and J, as published by the International Code Council, be and is hereby adopted as the Residential Code of the City of Anniston, Alabama, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal, and demolition of detached, one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of ingress and egress as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (2)(b) of this ordinance.

(b) The following sections are hereby revised:

Section R101.1 Insert: the City of Anniston, Alabama
Section R105.2 Replace the text in its entirety with: *“Work exempt from permitting shall be governed by Section 6.3.1 of “The Code of the City of Anniston, Alabama, 1981” (referred to herein as the “Anniston Alabama Code of Ordinances”).*
Section R105.3.2 Replace the text in its entirety with: *“Time limitations on permit application shall be governed by Section 6.3.2 of the Anniston Alabama Code of Ordinances.”*
Section R105.5 Replace the text in its entirety with: *“Expiration of permits shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances.”*
Section R105.7 Replace the text in its entirety with: *“Posting of permits shall be governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances.”*
Section R108.2 Replace the text in its entirety with: *“A fee for each required building permit shall be charged as outlined in Section 6.3 of the Anniston Alabama Code of Ordinances.”*
Section R108.3 Replace the text in its entirety with: *“Building permit valuations shall be governed by Section 6.3 of the Anniston Alabama Code of Ordinances.”*
Section R108.5 Replace the text in its entirety with: *“Permit fee refunds shall be governed by Section 6.3.7 of the Anniston Alabama Code of Ordinances.”*

- Section R108.6 Replace the text in its entirety with: *“Work commencing before permit issuance shall be governed by Section 6.3.5 of the Anniston Alabama Code of Ordinances.”*
- Section R110 Replace the text in all Section 110 subsections in entirety with: *“Certificates of Occupancy shall be governed by Section 6.3.9 of the Anniston Alabama Code of Ordinances.”*
- Section R112 Replace the text in all Section 112 subsections in entirety with: *“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of the Anniston Alabama Code of Ordinances.”*
- Section R113.4 Replace the text in its entirety with: *“Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to penalty as provided by Section 1.14 of the Anniston Alabama Code of Ordinances.”*
- Section R114 Replace the text in all Section 114 subsections in entirety with: *“Stop Work Orders shall be issued in accordance with Section 6.3.8 of the Anniston Alabama Code of Ordinances.”*
- Table R301.2(1) Input the following into Table R301.2(1): Ground Snow Load = 5 p.s.f.; Wind Design Speed = 115 m.p.h.; Topographic Effects = No; Special Wind Region = No; Wind-borne Debris Zone = No; Seismic Design Category = B; Weathering = Moderate; Frost Line Depth = N/A; Termites = Yes; Winter Design Temperature = 21°F; Ice Barrier Underlayment Required = No; Flood Hazards: (a) = March 15, 1983, (b) = March 16, 2016, (c) = 01015C0168E, 01015C0293E, 01015C0294E, 01015C0302E, 01015C0303E, 01015C0304E, 01015C0306E, 01015C0307E, 01015C0308E, 01015C0309E, 01015C0311E, 01015C0312E, 01015C0313E, 01015C0314E, 01015C0316E, 01015C0317E, 01015C0318E, 01015C0319E, 01015C0381E, 01015C0401E, 01015C0402E, 01015C0406E and 01015C0407E; Air Freezing Index = 83; Mean Annual Temperature = 62°F
- Section R313.1 Replace the text in its entirety with: *“An automatic residential sprinkler system can voluntarily be installed in townhouses.”*
- Section R313.2 Replace the text in its entirety with: *“An automatic residential sprinkler system can voluntarily be installed in one- and two-family dwellings.”*
- Chapter 11 Replace the text in all Chapter 11 in entirety with: *“Energy efficiency shall be governed by the codes adopted by the Alabama Energy and Residential Codes Board, including all amendments, as set forth in Sections 305-2-4.07 and 305-2-4-*

.10 of the Alabama Administrative Code., which are hereby adopted and incorporated by reference.”

Section P2603.5.1 Insert: 12 inches & 12 inches

(3)(a) *International Fire Code, 2015 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Fire Code, 2015 edition*, including Appendices B, C (delete Footnotes f & g), D, E, F, G, H, I and J, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Anniston, Alabama, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings, and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (3)(b) of this section.

(b) The following sections are hereby revised:

- | | |
|--------------------------|---|
| <u>Section 101.1</u> | Insert: City of Anniston |
| <u>Section 105.1.6</u> | Delete section in its entirety. |
| <u>Section 105.1.6.1</u> | Delete section in its entirety. |
| <u>Section 105.2.3</u> | Replace the text in its entirety with: <i>“Time limitations on permit application shall be governed by Section 6.3.2 of “The Code of the City of Anniston, Alabama, 1981” (referred to herein as the “Anniston Alabama Code of Ordinances”).”</i> |
| <u>Section 105.3.1</u> | Replace the text in its entirety with: <i>“An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Operational permits are not transferable and any change in occupancy, operation, tenancy or ownership shall require that a new permit be issued. Expiration of construction permits shall be governed by Section 6.3.6 of the <u>Anniston Alabama Code of Ordinances.</u>”</i> |
| <u>Section 105.3.2</u> | Replace the text in its entirety with: <i>“Construction permit extensions shall be governed by Section 6.3.6 of the <u>Anniston Alabama Code of Ordinances.</u>”</i> |
| <u>Section 105.3.3</u> | Replace the text in its entirety with: <i>“Occupancy prior to approval shall be governed by Section 6.3.9 of the <u>Anniston Alabama Code of Ordinances.</u>”</i> |
| <u>Section 105.3.5</u> | Replace the text in its entirety with: <i>“Issued operational permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. Posting of construction permits shall be</i> |

governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances.

- Section 105.7 Replace the text in its entirety with: *“The fire official is authorized to issue construction permits for work as set forth in Sections 105.7.1 through 105.7.18, as well as Section 6.3 of the Anniston Alabama Code of Ordinances.”*
- Section 108 Replace the text in all Section 108 subsections in entirety with: *“Any person shall have the right to appeal a decision of the fire code official in accordance with Section 6.2.8 of the Anniston Alabama Code of Ordinances.”*
- Section 109.4 Replace the text in its entirety with: *“Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs items of work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalty as provided by Section 1.14 of the Anniston Alabama Code of Ordinances.”*
- Section 111 Replace the text in all Section 111 subsections in entirety with: *“Stop Work Orders shall be issued in accordance with Section 6.3.8 of the Anniston Alabama Code of Ordinances.”*
- Section 113.2 Replace the text in its entirety with: *“A fee for each required construction permit shall be charged as outlined in Section 6.3 of the Anniston Alabama Code of Ordinances.”*
- Section 113.3 Replace the text in its entirety with: *“Work commencing before permit issuance shall be governed by Section 6.3.5 of the Anniston Alabama Code of Ordinances.”*
- Section 113.5 Replace the text in its entirety with: *“Permit fee refunds shall be governed by Section 6.3.7 of the Anniston Alabama Code of Ordinances.”*
- Section 1103.5 Delete section in its entirety.
- Section 1103.5.1 Delete section in its entirety.
- Section 1103.5.2 Delete section in its entirety.
- Section 1103.5.3 Delete section in its entirety.
- Section 1103.5.4 Delete section in its entirety.

(c) The geographic limits referred to in certain sections of the 2015 *International Fire Code* are hereby established as follows:

- Section 5704.2.9.6.1 Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited unless permitted by the Chief Fire Official of the City or his designee.
- Section 5706.2.4.4 Storage of Class I and Class II liquids in above-ground tanks is prohibited unless permitted by the Chief Fire Official of the City or his designee.

- Section 5806.2 Storage of flammable cryogenic fluids in stationary containers is prohibited unless permitted by the Chief Fire Official of the City or his designee.
- Section 6104.2 Storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas unless permitted by the Chief Fire Official of the City or his designee.

(4)(a) *International Fuel Gas Code, 2015 edition*. A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Fuel Gas Code, 2015 edition*, including Appendices A, B and C, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Anniston, Alabama, for regulating and governing fuel gas systems and gas fired appliances as herein provided, providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (4)(b) of this Section.

(b) The following sections are hereby revised:

- Section 101.1 Insert: the City of Anniston, Alabama.
- Section 106.1.1 Delete section in its entirety.
- Section 106.1.2 Delete section in its entirety.
- Section 106.2 Replace the text in its entirety with: *“Work exempt from permitting shall be governed by Section 6.3.1 of “The Code of the City of Anniston, Alabama, 1981” (referred to herein as the “Anniston Alabama Code of Ordinances”).”*
- Section 106.3.2 Replace the text in its entirety with: *“Time limitations on permit application shall be governed by Section 6.3.2 of the Anniston Alabama Code of Ordinances.”*
- Section 106.5 Replace the text in its entirety with: *“Permit issuance shall be governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances.”*
- Section 106.5.3 Replace the text in its entirety with: *“Expiration of permits shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances.”*
- Section 106.5.4 Replace the text in its entirety with: *“Permit extensions shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances.”*
- Section 106.5.8 Replace the text in its entirety with: *“Posting of permits shall be governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances.”*

- Section 106.6.1 Replace the text in its entirety with: *“Work commencing before permit issuance shall be governed by Section 6.3.5 of the Anniston Alabama Code of Ordinances.”*
- Section 106.6.2 Replace the text in its entirety with: *“A fee for each required fuel gas permit shall be charged in accordance with Section 6.3 of the Anniston Alabama Code of Ordinances.”*
- Section 106.6.3 Replace the text in its entirety with: *“Permit fee refunds shall be governed by Section 6.3.7 of the Anniston Alabama Code of Ordinances.”*
- Section 108.4 Replace the text in its entirety with: *“Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs fuel gas items of work in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalty as provided by Section 1.14 of the Anniston Alabama Code of Ordinances.”*
- Section 108.5 Replace the text in its entirety with: *“Stop Work Orders shall be issued in accordance with Section 6.3.8 of the Anniston Alabama Code of Ordinances.”*
- Section 109 Replace the text in all Section 109 subsections in entirety with *“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of the Anniston Alabama Code of Ordinances.”*

(5)(a) *International Plumbing Code, 2015 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Plumbing Code, 2015 edition*, including Appendices C and E, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Anniston, Alabama, for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, re-location, replacement, addition to, use, or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (5)(b) of this section.

(b) The following sections are hereby revised:

- Section 101.1 Insert: the City of Anniston, Alabama
- Section 106.1.1 Delete section in its entirety.
- Section 106.1.2 Delete section in its entirety.
- Section 106.2 Replace the text in its entirety with: *“Work exempt from permitting shall be governed by Section 6.3.1 of “The Code of*

	<i>the City of Anniston, Alabama, 1981" (referred to herein as the "Anniston Alabama Code of Ordinances")."</i>
<u>Section 106.3.3</u>	Replace the text in its entirety with: <i>"Time limitations on permit application shall be governed by Section 6.3.2 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 106.5</u>	Replace text in its entirety with: <i>"Permit issuance shall be governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 106.5.3</u>	Replace text in its entirety with: <i>"Expiration of permits shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 106.5.4</u>	Replace the text in its entirety with: <i>"Permit extensions shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 106.5.8</u>	Replace the text in its entirety with: <i>"Posting of permits shall be governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 106.6.1</u>	Replace the text in its entirety with: <i>"Work commencing before permit issuance shall be governed by Section 6.3.5 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 106.6.2</u>	Replace the text in its entirety with: <i>"A fee for each required plumbing permit shall be charged as outlined in Section 6.3 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 106.6.3</u>	Replace the text in its entirety with: <i>"Permit fee refunds shall be governed by Section 6.3.7 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 108.4</u>	Replace the text in its entirety with: <i>"Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs plumbing items of work in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalty as provided by Section 1.14 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 108.5</u>	Replace the text in its entirety with: <i>"Stop Work Orders shall be issued in accordance with Section 6.3.8 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 109</u>	Replace the text in all Section 109 subsections in entirety with: <i>"Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of the Anniston Alabama Code of Ordinances."</i>
<u>Section 305.4.1</u>	Insert: 12 inches & 12 inches
<u>Section 903.1</u>	Insert: 12 inches

(6)(a) *International Mechanical Code, 2015 edition*. A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston,

Alabama, being marked and designated as the *International Mechanical Code, 2015 edition*, including Appendix A, as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the City of Anniston, Alabama, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, re-location, replacement, addition to, use, or maintenance of mechanical systems as herein provided, providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (6)(b) of this section.

(b) The following sections are hereby revised:

- | | |
|------------------------|--|
| <u>Section 101.1</u> | Insert: the City of Anniston, Alabama. |
| <u>Section 106.1.1</u> | Delete section in its entirety. |
| <u>Section 106.1.2</u> | Delete section in its entirety. |
| <u>Section 106.2</u> | Replace the text in its entirety with: <i>“Work exempt from permitting shall be governed by Section 6.3.1 of “The Code of the City of Anniston, Alabama, 1981” (referred to herein as the “Anniston Alabama Code of Ordinances”).”</i> |
| <u>Section 106.3.3</u> | Replace the text in its entirety with: <i>“Time limitations on permit application shall be governed by Section 6.3.2 of the Anniston Alabama Code of Ordinances.”</i> |
| <u>Section 106.4</u> | Replace the text in its entirety with: <i>“Permit issuance shall be governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances.”</i> |
| <u>Section 106.4.3</u> | Replace the text in its entirety with: <i>“Expiration of permits shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances.”</i> |
| <u>Section 106.4.4</u> | Replace the text in its entirety with: <i>“Permit extensions shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances.”</i> |
| <u>Section 106.4.8</u> | Replace the text in its entirety with: <i>“Posting of permits shall be governed by Section 6.3.4 of the Anniston Alabama Code of Ordinances.”</i> |
| <u>Section 106.5.1</u> | Replace the text in its entirety with: <i>“Work commencing before permit issuance shall be governed by Section 6.3.5 of the Anniston Alabama Code of Ordinances.”</i> |
| <u>Section 106.5.2</u> | Replace the text in its entirety with: <i>“A fee for each required mechanical permit shall be charged as outlined in Section 6.3 of the Anniston Alabama Code of Ordinances.”</i> |
| <u>Section 106.5.3</u> | Replace the text in its entirety with: <i>“Permit fee refunds shall be governed by Section 6.3.7 of the Anniston Alabama Code of Ordinances.”</i> |

- Section 108.4 Replace the text in its entirety with: *“Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs mechanical items of work in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalty as provided by Section 1.14 of the Anniston Alabama Code of Ordinances.”*
- Section 108.5 Replace the text in its entirety with: *“Stop Work Orders shall be issued in accordance with Section 6.3.8 of the Anniston Alabama Code of Ordinances.”*
- Section 109 Replace the text in all Section 109 subsections in entirety with *“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of the Anniston Alabama Code of Ordinances.”*

(7)(a) *International Existing Building Code, 2015 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Existing Building Code, 2015 edition*, including Appendix B, as published by the International Code Council, be and is hereby adopted as the Existing Building Code of the City of Anniston, Alabama, for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (7)(b) of this section.

(b) The following sections are hereby revised:

- Section 101.1 Insert: the City of Anniston, Alabama.
- Section 105.1.1 Delete in its entirety.
- Section 105.1.2 Delete in its entirety.
- Section R105.2 Replace the text in its entirety with: *“Work exempt from permitting shall be governed by Section 6.3.1 of “The Code of the City of Anniston, Alabama, 1981” (referred to herein as the “Anniston Alabama Code of Ordinances.”)”*
- Section 105.3.2 Replace the text in its entirety with: *“Time limitations on permit application shall be governed by Section 6.3.2 of the Anniston Alabama Code of Ordinances.”*
- Section 105.5 Replace the text in its entirety with: *“Expiration of permits shall be governed by Section 6.3.6 of the Anniston Alabama Code of Ordinances.”*

<u>Section 105.7</u>	Replace the text in its entirety with: <i>“Posting of permits shall be governed by Section 6.3.4 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 108.2</u>	Replace the text in its entirety with: <i>“A fee for each required building permit shall be charged as outlined in Section 6.3 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 108.3</u>	Replace the text in its entirety with: <i>“Building permit valuations shall be governed by Section 6.3 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 108.4</u>	Replace the text in its entirety with: <i>“Work commencing before permit issuance shall be governed by Section 6.3.5 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 108.6</u>	Replace the text in its entirety with: <i>“Permit fee refunds shall be governed by Section 6.3.7 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 110</u>	Replace the text in all Section 110 subsections in entirety with: <i>“Certificates of Occupancy shall be governed by Section 6.3.9 of the <u>Anniston Alabama Code or Ordinances.</u>”</i>
<u>Section 112</u>	Replace the text in all Section 112 subsections in entirety with: <i>“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 113.4</u>	Replace the text in its entirety with: <i>“Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to penalty as provided by Section 1.14 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 114</u>	Replace the text in all Section 114 subsections in entirety with: <i>“Stop Work Orders shall be issued in accordance with Section 6.3.8 of the <u>Anniston Alabama Code of Ordinances.</u>”</i>
<u>Section 1401.2</u>	Insert: September 8, 1942

(8)(a) *International Property Maintenance Code, 2015 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Property Maintenance Code, 2015 edition*, including Appendix A, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Anniston, Alabama, for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a

part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (8)(b) of this section.

(b) The following sections are hereby revised:

- Section 101.1 Insert: the City of Anniston, Alabama
- Section 103.5 Replace the text in its entirety with: *“Building permit fees and rental inspection fees shall be charged as outlined in Section 6.3 and Section 13.8, respectively, of “The Code of the City of Anniston, Alabama, 1981” (referred to herein as the “Anniston Alabama Code of Ordinances”).”*
- Section 106.4 Replace the text in its entirety with: *“Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to penalty as provided by Section 1.14 of the Anniston Alabama Code of Ordinances.”*
- Section 110.1 Amend the last sentence to read: *“Boarding the building up for future repair shall not extend beyond six (6) months, unless approved by the building official.”*
- Section 111 Replace the text in all Section 111 subsections in entirety with: *“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of the Anniston Alabama Code of Ordinances.”*
- Section 112.4 Replace the text in its entirety with: *“Stop Work Orders shall be issued in accordance with Section 6.3.8 of the Anniston Alabama Code of Ordinances.”*
- Section 302.4 Insert: 12 inches
- Section 304.13.3 Insert: **“Section 304.13.3 Storm Windows.** *Storm windows are designed and installed solely for the supplemental protection of both permanent windows and a structure’s interior environment from natural elements. Storm windows shall not be used by themselves in lieu of permanent windows. Permanent windows, for use in this Section, shall be defined as an integrated component of an exterior wall, complete with trim both inside and outside, that can be either fixed into a closed position or openable to allow natural ventilation and contains glazing that allows natural light into a structure. Nothing in this Section shall prevent the erection of storm windows at the outside face of permanent windows. If storm windows are installed at the outside face of permanent windows, their operation and clear opening sizes must match the operation and clear opening sizes of the permanent window to which attached when the permanent window is openable.”*
- Section 304.14 Insert: March 1 & October 31

Section 307.1

Replace the text in its entirety with: *“Every exterior and interior flights of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck ramp or other walking surface that is more than 30 inches above the floor or grade below at any point within 36 inches horizontally to the edge of the open side shall have guards. Handrails shall be not less than 34 inches nor greater than 38 inches in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches in height above the floor of the landing, balcony, porch, deck or ramp or other walking surface.”*

Section 602.3

Insert: October 1 & April 31

Section 602.4

Insert: October 1 & April 31

Section 603.7

Insert: **“Section 603.7 Carbon Monoxide Detectors.** *Dwelling units that have fuel-fired appliances and/or an attached garage that has an opening that communicates with the dwelling unit shall have carbon monoxide detectors installed in accordance with Section R315 of the 2015 International Residential Code. Carbon monoxide detectors may be powered solely by battery in lieu of the requirements of the referenced Section, unless the unit is being rewired. Dwelling units that are being rewired must meet current code requirements regarding the installation of carbon monoxide detectors.”*

(9)(a) *The NFPA 70, National Electric Code, 2014 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *National Electric Code, 2014* edition, including Informative Annex Chapters A, B, C, D, F G and I, as published by the National Fire Protection Association, be and is hereby adopted as the Electrical Code of the City of Anniston, Alabama, for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Electrical Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in subsection (9)(b) of this section.

(b) The following sections are hereby revised: None.

Section 2. The City Council hereby amends and restates Chapter 6, Article III, Section 6.3 of “The Code of the City of Anniston, Alabama, 1981” in its entirety to read as follows:

Sec. 6.3 – Building permit required; schedule of fees; exceptions

(a) *Building Permit Required.* Permits are required for all non-federal construction, remodeling, additions and/or repair projects, including, but not limited to, building, plumbing, electrical and mechanical work, earthwork and grading, swimming pools, fences, accessory structures, building relocation, demolition of a building, alterations to fire protection systems and fire and water damage restoration, where the project cost exceeds one thousand dollars (\$1,000.00), subject to the exceptions stated in subsection (d).

(b) *Project Cost.* The project cost for purposes of the assessment of a permit fee shall be the total contract amount. The total contract amount is the amount charged by the contractor for the scope of work, including all labor, materials, subcontract, equipment, profit, overhead, and all other costs attributed to the project or charged by the contractor to perform the complete scope of work being permitted. Where contractors are providing labor-only quotes, the cost of all materials purchased for the project, regardless of the purchaser, shall be included in the total contract amount. In the case where property owner obtains a permit for work on his or her own property, the total contract amount is the total cost of the work to be performed, including all contracted labor and services, materials, equipment and all other costs attributed to the project or incurred in order to perform the complete scope of the work to be performed.

(c) *Schedule of Fees.* All fees shall be paid, at the time of filing an application for such permit, in accordance with the following schedule:

(1) A minimum permit fee of fifteen dollars (\$15.00) plus a one dollar (\$1.00) issuance fee, shall be paid where the project cost is greater than one thousand dollars (\$1,000.00) but less than two thousand dollars (\$2,000.00). The permit fee shall increase by four dollars (\$4.00) for each additional one thousand dollar (\$1,000.00) increment in the project cost.

(2) A single comprehensive building permit covering all aspects of work to be undertaken may be issued to a licensed general contractor or homebuilder at the rate set forth above.

(3) The permit fee to move a building through or across any street or alley (to be approved by the building official and the city engineer), shall be calculated based on the estimated cost to the city arising from such move, as determined by the building official, except that no fee shall be less than fifty dollars (\$50.00) plus a one dollar (\$1.00) issuance fee.

(4) The permit fee to demolish or wreck a residential building, or portion thereof, shall be twenty-five dollars (\$25.00) plus a one dollar (\$1.00) issuance fee. The permit fee to demolish or wreck a commercial building, or portion thereof, shall be assessed in accordance with 6.3(c)(1).

(d) *Exceptions.* The following permit fees shall apply without regard to whether the project cost exceeds one thousand dollars (\$1,000.00):

(1) Electric Service Inspection. A minimum permit fee of fifteen dollars (\$15.00) plus a one-dollar (\$1.00) issuance fee shall be paid for all inspections performed in order to get electrical service reconnected to a structure. The minimum permit fee shall be paid when the project cost is less than two thousand dollars (\$2,000.00). The permit fee shall increase by four dollars (\$4.00) for each additional one thousand dollar (\$1,000.00) increment in the project cost. Temporary electrical service and permanent electrical service inspections that are covered under a comprehensive building permit are exempt from the electrical service inspection fee.

(2) Fire Systems. A minimum permit fee of fifteen dollars (\$15.00) plus a one-dollar (\$1.00) issuance fee shall be paid to install, replace, modify, extend or repair a fire sprinkler system. The minimum permit fee shall be paid when the project cost is less than two thousand dollars (\$2,000.00). The permit fee shall increase by four dollars (\$4.00) for each additional one thousand dollar (\$1,000.00) increment in the project cost. No fee shall be charged for required annual certification inspections when no work other than testing is being performed.

(3) Fire and Water Damage Restoration. A flat fee of twenty-five dollars (\$25.00) plus a one-dollar (\$1.00) issuance fee shall be paid for fire and water damage restoration projects on both commercial and residential properties.

(e) *Supplemental Permit Fees.* Any revisions, additions or change orders that increase the total contract amount shall be included within the project cost for purposes of assessing the applicable permit fee. When the increase in the project cost results in an increase in the applicable permit fee, a supplemental permit fee shall be paid in the amount of the difference between the revised permit fee and the original permit fee.

Section 3. The City Council hereby adopts, enacts and codifies Section 6.3.1 of “The Code of the City of Anniston, Alabama, 1981”, which shall read in its entirety as follows:

Sec. 6.3.1 – Work exempt from permits

The following work shall be exempt from permits:

(a) Building: retaining walls that are less than 4 feet in height measured from the bottom of the footing to the top of the wall unless supporting a surcharge; swings and other playground equipment; temporary motion picture, television and theatre stage sets and scenery.

(b) Electrical: minor repair work, including the replacement of lamps, the connection of approved portable electrical equipment to approved permanently installed receptacles, and low-voltage wiring for telephone, computer and burglar alarm systems.

(c) Fuel Gas: portable heating, cooking and clothes drying appliances; repair or replacement of parts that do not alter approval of equipment or make such equipment unsafe; portable fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

(d) Mechanical: portable heating, ventilation and cooling units; repair or replacement of parts that do not alter approval of equipment or make such equipment unsafe; portable evaporative coolers; portable fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

(e) Plumbing: the removal and reinstallation of water closets; the simple stoppage of leaks in drains, water, soil, waste or vent pipe; the simple clearing of stoppages or the repairing of leaks in pipes, valves or fixtures provided that said repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(f) Other: landscaping when less than one (1) acre of land is being disturbed, unless part of a development that is greater than one (1) acre in total area; prefabricated swimming pools less than 24" in depth, though the location of the structure must be approved.

Section 4. The City Council hereby adopts, enacts and codifies Section 6.3.2 of "The Code of the City of Anniston, Alabama, 1981", which shall read in its entirety as follows:

Sec. 6.3.2 – Permit application; time limits

(a) Permit applications shall be made on forms provided by the City. All sections of the application must be fully completed, including any required subcontractor schedules. Permit fees shall be assessed based on the project cost entered onto the permit application. The City of Anniston reserves the right to require contracts, subcontracts, bid documents, receipts and/or other relevant data for the purpose of verifying project costs both prior to and after the issuance of permits.

(b) Permit applications shall be deemed abandoned six (6) months after the date of initial submission if a permit has not been issued.

Section 5. The City Council hereby adopts, enacts and codifies Section 6.3.3 of “The Code of the City of Anniston, Alabama, 1981”, which shall read in its entirety as follows:

Sec. 6.3.3 – Plans required; plan review

(a) No permit shall be issued until all required plans have been submitted, reviewed and approved. Plan requirements, and the number of sets of full plans required to be submitted, shall be dictated by the details needed to fully express the scope of the work being proposed for permitting. Plans must be submitted in the quantity specified by the city.

(b) Initial plan review comments shall be returned to the permit applicant and/or design professional(s) no later than five (5) work days after and not including the date of submittal. If the submitted plans are found to be in conformity to all applicable rules, regulations, codes, ordinances and/or laws, the plans shall be approved. If the submitted plans are not found to be in conformity to all applicable rules, regulations, code, ordinances and/or laws, the plans shall not be approved and the applicant and/or design professional(s) shall be notified in writing as to the reason for such disapproval. Follow-up comments for revised plans shall be returned to the applicant and/or design professional(s) no later than five (5) work days after and not including the date of submittal of the revised plans. The City shall retain one (1) full set of approved plans and shall return at least one (1) full set of approved plans back to the permit applicant. The set returned to the permit applicant shall be kept on the grounds of the permitted project at all times for use by City personnel during inspections, site visits, etc.

(c) The City shall be notified when any revisions are made to any approved plan sheets or when any additional plan sheets are added to the permitted plans, which shall be included in the distribution of the revised plan sheets. Both revisions and additional plan sheets are subject to review and approval as set forth herein.

Section 6. The City Council hereby adopts, enacts and codifies Section 6.3.4 of “The Code of the City of Anniston, Alabama, 1981”, which shall read in its entirety as follows:

Sec. 6.3.4 – Permit issuance; posting of permit

(a) Once the work being proposed for permitting and any required plans are found to be in conformity with all applicable rules, regulations, codes, ordinances and/or laws, the permit shall be issued to the property owner, his or her agent or to a properly licensed contractor.

(b) Issuance of a permit shall not be construed as approval of any unknown or undisclosed violations of the provisions of any applicable rules, regulations, codes, ordinances and/or laws.

(c) Issuance of a permit shall not constitute a warranty or representation by the city, or its employees, agents and representatives, that the permitted work or approved plans comply with the applicable rules, regulations, codes, ordinances and/or laws. The applicant shall be responsible for ensuring compliance of the permitted work and approved plans.

(d) Permit cards shall be posted in a place and position so that they are visible from the street on which the structure is addressed.

Section 7. The City Council hereby recodifies Section 6.1.1 of “The Code of the City of Anniston, Alabama, 1981”, which shall be restated, adopted and incorporated in its entirety within Section 6.3.5 of “The Code of the City of Anniston, Alabama, 1981”. Section 6.1.1 shall be amended and restated as follows:

Sec. 6.1.1 – Reserved.

Section 8. The City Council hereby adopts, enacts and codifies Section 6.3.6 of “The Code of the City of Anniston, Alabama, 1981”, which shall read in its entirety as follows:

Sec. 6.3.6 – Permit expiration and extension

(a) If the work authorized by a permit has not begun within six (6) months from the date of the issuance of the permit, said permit shall expire and a new permit must be obtained prior to the commencement of work.

(b) If the work authorized by a permit has not been substantially completed within one (1) year from the date of the issuance of the permit, said permit shall expire and it must be renewed in order for work to continue. The permit renewal fee shall be assessed on the current project cost at the time of the renewal. The current project cost shall be the total contract amount of the remaining work to be completed. The current project cost shall reflect any change orders, additions or revisions subsequent to the assessment of the permit being renewed. Renewal permit fees shall be paid on the current project cost in the same manner as permit fees are paid on the project cost in accordance with Section 6.3.1.

(c) An unexpired permit may be extended for one (1) additional year by application made by the permit holder prior to its expiration. Only one permit extension shall be allowed. Any additional permits required after the one (1) year extension period shall require reapplication as required for a new permit. The permit extension fee shall also be assessed on the current project cost at the time of the extension. Extension permit fees shall be paid on the current project cost at a rate of

one-half (1/2) of the permit fees are paid on the project cost in accordance with Section 6.3.1.

Section 9. The City Council hereby adopts, enacts and codifies Section 6.3.7 of “The Code of the City of Anniston, Alabama, 1981”, which shall read in its entirety as follows:

Sec. 6.3.7 – Permit revocation and refunds

The City of Anniston reserves the right to suspend or revoke permits whenever it is discovered that the permitted work or approved plans does not comply with the applicable rules, regulations, codes, ordinances and/or laws. Full permit fee refunds shall be granted for permits that were issued in error, that were erroneously paid or collected or where no permitted work has been performed. No permit fee refunds shall be issued for any projects when any work has commenced. Notification of suspended or revoked permits shall be in writing to the permit applicant.

Section 10. The City Council hereby adopts, enacts and codifies Section 6.3.8 of “The Code of the City of Anniston, Alabama, 1981”, which shall read in its entirety as follows:

Sec. 6.3.8 – Stop Work Order

(a) A Stop Work Order shall be issued when work is being performed contrary to work authorized by a permit, contrary to the provisions of applicable rules, regulations, codes, ordinances and/or laws, or in an unsafe or dangerous manner. The Stop Work Order shall be in writing and shall be given to the permit applicant, the owner of the property involved, the owner’s authorized agent, or the person or firm performing the contrary work. Upon issuance of the Stop Work Order, all work shall immediately cease. The Stop Work Order shall state the conditions under which work will be permitted to resume. Where an emergency exists, written notice shall not be required prior to stopping the work.

(b) It shall be unlawful for any person or firm to continue any work after having been served a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition. It shall be unlawful for any person to deface or remove a Stop Work Order placard.

Section 11. The City Council hereby adopts, enacts and codifies Section 6.3.9 of “The Code of the City of Anniston, Alabama, 1981”, which shall read in its entirety as follows:

Sec. 6.3.9 – Certificate of Occupancy

(a) A Certificate of Occupancy shall be issued on all new residential and commercial construction, additions and renovation projects once all permitted work

has been substantially completed. It shall be the permit holder's responsibility to notify the Building Official that the work is substantially complete and the project is ready for final inspection.

(b) A Temporary Certificate of Occupancy may be issued, at the Building Official and/or Fire Marshal's discretion, which will allow temporary occupancy and use for a specified period of time in order to resolve minor non-life safety issues.

(c) Issuance of a Certificate of Occupancy or a Temporary Certificate of Occupancy shall not be construed as approval of any unknown violations of the provisions of any applicable rules, regulations, codes, ordinances and/or laws.

(d) Issuance of a Certificate of Occupancy or a Temporary Certificate of Occupancy shall not constitute a warranty or representation by the City, or its employees, agents or representatives, that the permitted work complies with any or all of the applicable rules, regulations, codes, ordinances and/or laws. The permit applicant and/or property owner shall bear responsibility for the compliance and suitability of the permitted work.

(e) It shall be unlawful for any building or portion thereof to be occupied and/or allowed to be occupied in the absence of, or in violation or conflict with, a valid Certificate of Occupancy or an unexpired Temporary Certificate of Occupancy.

(f) The City retains and reserves the right to suspend or revoke a Certificate of Occupancy or Temporary Certificate of Occupancy where the Certificate was issued in error or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any applicable rules, regulations, codes, ordinances and/or laws.

Section 12. All ordinances and code provisions in conflict with the terms and provisions of this ordinance are hereby repealed. The following ordinances are hereby repealed and supplanted by the terms and provisions contained herein: Ordinance No. 11-O-16, Ordinance No. 11-O-17, Ordinance No. 11-O-18, Ordinance No. 11-O-19, Ordinance No. 11-O-20, Ordinance No. 11-O-21, Ordinance No. 11-O-22, Ordinance No. 11-O-23, Ordinance No. 03-O-6.

Section 13. If any section, subsection, sentence, clause or phrase of this ordinance, or any code or provision adopted by reference herein, is held or declared to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance or of the codes adopted by reference herein.

Section 14. Nothing in this ordinance or in the codes adopted herein shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired, existing, under any act, ordinance, or code repealed herein.

Section 15. This ordinance shall become effective on October 1, 2016. The City Clerk is hereby authorized and directed to cause a copy of this ordinance to be published one time in in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama.

PASSED and **ADOPTED** this ___ day of July, 2016.

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 16-O-

**AN ORDINANCE REVISING A FIBER OPTIC NETWORK FACILITIES FRANCHISE
AGREEMENT BY THE CITY OF ANNISTON, ALABAMA AND
M² CONNECTIONS, A DIVISION OF JKM CONSULTING, INC.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF ANNISTON, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) M2 Connections, a division of JKM Consulting, Inc., an Alabama corporation (the "Company"), owns and operates a fiber optic, telecommunications infrastructure company that offers broadband service in central Alabama.

(b) The Municipality and the Company have heretofore entered into that certain Franchise Agreement providing for the Company to install and operate telecommunications facilities within the corporate limits of the Municipality (the "Prior Franchise Agreement").

(c) The Municipality and the Company have reached an agreement to modify the Prior Franchise Agreement to allow the Company to provide the Municipality a citywide local area network in exchange for the waiver of certain franchise fees.

(d) Pursuant to Sections 220 and 228 of the Constitution of Alabama of 1901, as amended, and subject to the limitations of Section 22 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, the Municipality and the Company have prepared that certain Franchise Agreement dated the date of delivery (the "2016 Franchise Agreement"), as set forth hereinafter, for the purposes referenced therein.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the 2016 Franchise Agreement, and

(b) the terms and provisions of the 2016 Franchise Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the City Manager shall approve, which approval shall be conclusively evidenced by execution and delivery of the 2016 Franchise Agreement as hereinafter provided:

Section 3. (a) The City Manager is hereby authorized and directed to execute and deliver the 2016 Franchise Agreement for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the 2016 Franchise Agreement and to attest the same.

(b) The City Manager and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the 2016 Franchise Agreement, as the City Manager and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the 2016 Franchise Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the 2016 Franchise Agreement.

Section 4. All prior actions taken, and agreements, documents or notices executed and delivered, by the Councilmember at Large (Mayor), City Manager or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the 2016 Franchise Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 5. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 6. This resolution shall take effect immediately.

PASSED AND ADOPTED this the ___ day of _____, 2016

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

ORDINANCE NUMBER 16-O-____

AN ORDINANCE AMENDING SECTION 31.32 AND 31.33 OF THE CODE OF ORDINANCES OF THE CITY OF ANNISTON, ALABAMA AND REPEALING SECTION 31.34 THROUGH 31.39 OF THE SAME

WHEREAS, the Council of the City of Anniston (“Council”) finds that Section 31.32 and Section 31.33 of the Code of Ordinances of the City of Anniston, Alabama are due to be amended in order to allow the City to solicit requests for bids for the provision of towing and wrecker service within the City and its police jurisdiction;

WHEREAS, the Council finds that that Sections 31.34, 31.35, 31.36, 31.37, 31.38 and 31.39 of the Code of Ordinances of the City of Anniston, Alabama are due to be repealed to effectuate the amendment of Sections 31.32 and 31.33; and

WHEREAS, the Council finds that amending and repealing said Sections will better meet the needs of the City and its citizens;

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 amends and restates Chapter 31, Article II, Section 31.32 of “The Code of the City of Anniston, Alabama, 1981” in its entirety to read as follows:

The privilege of operating as a wrecker for purposes of towing damaged or disabled vehicles from any and all avenues streets, highways, alleys or other public roadways within the city or its police jurisdiction shall be granted through a formal bid process as determined by the City Manager and which complies with all applicable provisions of Alabama law.

Section 2. The City Council of the City of Anniston, Alabama hereby amends and restates Chapter 31, Article II, Section 31.33 of “The Code of the City of Anniston, Alabama, 1981” in its entirety to read as follows:

It shall be unlawful for any wrecker, or any agent or employee of a wrecker, for purposes of rendering or soliciting patronage for wrecker service, to appear at the scene of a vehicle accident or the location where a vehicle has become disabled if such vehicle is located on an avenue, street, highway, alley or other public roadway within the city or its police jurisdiction unless the wrecker has been awarded the privilege of providing such service through the city’s formal bid process.

Section 3. The City Council of the City of Anniston, Alabama hereby repeals, in its entirety, Chapter 31, Article II, Section 31.34, Section 31.35, Section 31.36, Section 31.37, Section 31.38 and Section 31.39 of “The Code of the City of Anniston, Alabama, 1981”.

Section 4. These amended ordinances shall become effective immediately upon their adoption and their publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama, and the City Clerk is hereby authorized and directed to cause a copy of these amended ordinance to be published one time in said newspaper.

PASSED and **ADOPTED** this ___ day of July, 2016.

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