

**CITY OF ANNISTON  
SEPTEMBER 8, 2014  
5:30 P.M.**

- **INVOCATION**
  - **PLEDGE OF ALLEGIANCE**
  - **CALL TO ORDER**
  - **ROLL CALL**
  - **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
  - **STAFF ADDITIONS/DELETIONS TO THE AGENDA**
  - **ADOPTION OF AGENDA**
- I. **RECEIVE INFORMAL PUBLIC COMMENTS**

**Informal Public Comment – Speaker Protocol**

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

## II. RECEIVE FORMAL PUBLIC COMMENT

### Formal Public Comment – City Council Agenda Protocol

The City of Anniston has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Anniston requires that individuals who desire to formally address City Council to submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on an upcoming meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal **“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the second and fourth Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or email and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager or from the City’s website [www.anniston.al.gov](http://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 Confirmations:

- a. Rhonda Griffith – Parks Recreation and Beautification Board
- b. Stanley Jackson – Zoning Board of Adjustments
- c. Richard Logan – Parks, Recreation and Beautification Board

## III. CONDUCT PUBLIC HEARING - None

### Speaking to a Public Hearing Item

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

- #### (a) To hear public comments regarding objections to the abatement of identified nuisances. (Group 31 – Grass lots)

(b) To hear public comments regarding a Lounge Liquor-Class I application for Darkhorse LLC d/b/a Darkhorse Saloon.

(c) To hear public comments regarding the Proposed FY 2015 Budget

**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 reappointing members to the Parks, Recreation and Beautification Board.

(c) Resolution appointing a member to the Zoning Board of Adjustments.

(d) Resolution over-ruling objections to the abatement of identified nuisances. (Grp 31 – Grass Lots)

(e) Resolution declaring various vehicles and pieces of equipment as surplus and authorizing their sale.

(f) Resolution authorizing the City Manager to execute a contract for Professional Auctioneering Services.

(g) Motion to approve a Lounge Retail Liquor-Class I application for Darkhorse LLC d/b/a Darkhorse Saloon located at 1113 Noble Street.

(h) Motion to approve a Special Events Retail application for City of Anniston d/b/a Zinn Park located at 13<sup>th</sup> and Gurnee Avenue at Zinn Park for October 3, 2014.

(i) Motion to approve a Special Events Retail application for City of Anniston d/b/a Berman Museum Suds Fest located at 1200 Moore Avenue Lot #12 on September 27, 2014.

**VI. ORDINANCES**

(a) Authorizing the issuance, execution, sale and delivery of \$2,650,000 principal amount general obligation warrant of The City of Anniston and the payment thereof.

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

**COUNCIL COMMENTS**

**ADJOURNMENT**

# MINUTES

8/25/2014

Anniston, Alabama  
August 25, 2014

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, August 25, 2014, at approximately 5:34 o'clock p.m.

Council Member Reddick prayed the Invocation.

Council Member Reddick led the Pledge of Allegiance to the Flag.

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

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Selase made a motion to waive the reading of the minutes of August 11, 2014. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins made a motion to approve the minutes of August 11, 2014. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins made a motion to add to the agenda a resolution assigning administration and collection services of sales, consumer's use, seller's use, rental and lodging taxes for the City of Anniston to Public Resource Management Alliance Corporation and to adopt the agenda as amended. The motion was seconded by Council Member Selase; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Brian Johnson, City Manager, presented the proposed FY2015 City of Anniston Budget to the Council and stated with the concurrence of the Council a public hearing concerning the proposed FY2015 City of Anniston Budget would be held on September 8, 2014, at 5:30 p.m. at the City Meeting Center.

Council Member Jenkins made a motion to table the Board Confirmation hearings for Rhonda Griffith, Parks, Recreation and Beautification Board and Stanley Jackson, Zoning Board of Adjustments. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

8/25/2014

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Robert Patrick and his nomination to the Transit Advisory Board.

Council Member Selase asked Mr. Patrick why he wanted to continue to serve on this board.

Mr. Patrick stated he had enjoyed serving on this board and he had learned a lot while serving.

Mayor Stewart announced that was the time for the public hearing regarding objections to the abatement of identified nuisances at the following locations: 1400 Christine Avenue, 1100 Johnson Drive, 857 Westchester Court, 1204 Kilby Terrace and 2030 Wilmer Avenue; declared the hearing open and asked if anyone wished to address the Council regarding objections to the abatement of said identified nuisances.

No one addressed the Council regarding objections to the abatement of said identified nuisances.

Mayor Stewart declared the public hearing regarding objections to the abatement of identified nuisances at the following locations: 1400 Christine Avenue, 1100 Johnson Drive, 857 Westchester Court, 1204 Kilby Terrace and 2030 Wilmer Avenue; closed.

Council Member Jenkins asked that items (b) a resolution reappointing a member Parks, Recreation and Beautification Board and (c) a resolution appointing a member to the Zoning Board of Adjustments be removed from the Consent Agenda.

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

- (a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution appointing a member to the Transit Advisory Board.
- (c) Resolution declaring a reported condition to be a public nuisance. (Grp 31 – Grass Lots)
- (d) Resolution over-ruling objections to the abatement of identified nuisances. (Grp 30 – Grass Lots)
- (e) Resolution authorizing the Mayor to execute and agreement with East Alabama Planning and Development Commission for the Anniston Express Fixed Route System and the ADA Para-Transit Services.
- (f) Evaluation of bids for demolition of substandard structures.

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

Council Member Jenkins made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 14-O-19. 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 14-O-19.

8/25/2014

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 14-O-19.

On call of the roll on Council Member Jenkins' motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 14-O-19 and Council Member Harris' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 14-O-19, Council Member Jenkins introduced and read by title Ordinance Number 14-O-19 as follows:

(14-O-19, creating and establishing the Anniston Police Citizens Advisory Council)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 14-O-19 as introduced and read by title. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been granted for the immediate consideration of Ordinance Number 14-O-19 as introduced and read by title, Council Member Reddick made a motion for the passage and adoption of Ordinance Number 14-O-19 as introduced and read by title. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 14-O-19 was passed and adopted.

Council Member Selase introduced and read Resolution Number 14-R-325 as follows:

(14-R-325, assigning administration and collection services of sales, consumer's use, seller's use, rental and lodging taxes for the City of Anniston to Public Resource Management Alliance Corporation)

Council Member Selase made a motion for the passage and adoption of Resolution Number 14-R-325 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Resolution Number 14-R-325 was passed and adopted.

Council Member Reddick stated that tonight at JSU there was a Justice and Civil Rights Initiative and Citizens Relations Forum and encouraged everyone to attend.

Council Member Jenkins stated he had gotten some great information to share with the Council at the International Mountain Biking Association Summit. He thanked the Parks and Recreation Department for having the soccer goals out for the beginning of season practice.

8/25/2014

Council Member Harris congratulated Steven Folks, Parks and Recreation Director, for the award he received from the Boys and Girls Club.

Council Member Selase congratulated Steven Folks, Parks and Recreation Director, for the award he received from the Boys and Girls Club. He thanked the Council, community and the Police Department for working to improve communication between the Police Department and the community. He stated he would not support any budget that includes cuts of any kind to education.

Mayor Stewart thanked the City departments for all their help with Rumble on Noble. He congratulated Steven Folks, Parks and Recreation Director, for the award he received from the Boys and Girls Club.

There being no further business to come before the meeting at that time Council Member Selase made a motion the meeting be adjourned. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 6:05 o'clock p.m.

# CONSENT AGENDA

**RESOLUTION NO. 14-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.** \$77.84 to Gail Cobb, Police, while attending Public Records in Alabama in Birmingham, Al on August 26, 2014.
- b.** \$517.55 to John Valieant, Historic Preservation Commission Member, while attending the Alabama Downtown Laboratory (Main Street) in Montgomery, AL, August 26 - 27, 2014.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014

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

**BY:** \_\_\_\_\_  
Vaughn M. Stewart II, Mayor

**BY:** \_\_\_\_\_  
Jay W. Jenkins, Council Member

**BY:** \_\_\_\_\_  
David E. Reddick, Council Member

**BY:** \_\_\_\_\_  
Seyram Selase, Council Member

**BY:** \_\_\_\_\_  
Mille Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan B. Atkinson, City

**RESOLUTION NUMBER 14-R-\_\_\_\_\_**

**A RESOLUTION REAPPOINTING MEMBER(S) TO THE PARKS, RECREATION  
AND BEAUTIFICATION BOARD**

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

**Section 1.** That the following are hereby reappointed as a member of the Parks, Recreation and Beautification Board:

Rhonda Griffith      term to expire November 30, 2016  
Richard Logan      term to expire November 30, 2016

**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 the \_\_\_\_\_ day of September 2014.

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

BY: \_\_\_\_\_  
Vaughn M. Stewart II, Mayor

BY: \_\_\_\_\_  
Jay W. Jenkins, Council Member

BY: \_\_\_\_\_  
David E. Reddick, Council Member

BY: \_\_\_\_\_  
Seyram Selase, Council Member

BY: \_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan B. Atkinson, City Clerk

**RESOLUTION NO. 14-R-\_\_\_\_**

**A RESOLUTION APPOINTING A MEMBER TO THE ZONING BOARD OF  
ADJUSTMENTS**

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

Section 1. That Stanley Jackson be and he is hereby reappointed to the Zoning Board of Adjustments for a term to expire May 31, 2017.

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** on this the \_\_\_\_ day of \_\_\_\_\_ 2014.

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

**BY:** \_\_\_\_\_  
Vaughn M. Stewart II, Mayor

**BY:** \_\_\_\_\_  
Jay W. Jenkins, Council Member

**BY:** \_\_\_\_\_  
David E. Reddick, Council Member

**BY:** \_\_\_\_\_  
Seyram Selase, Council Member

**BY:** \_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan B. Atkinson, City Clerk

**RESOLUTION NUMBER 14-R-\_\_\_**

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

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

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

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

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

**PASSED AND ADOPTED** this the \_\_\_ day of \_\_\_\_\_, 2014.

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

BY: \_\_\_\_\_  
Vaughn M. Stewart II, Mayor

BY: \_\_\_\_\_  
Jay W. Jenkins, Council Member

BY: \_\_\_\_\_  
David E. Reddick, Council Member

BY: \_\_\_\_\_  
Seyram Selase, Council Member

BY: \_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

\_\_\_\_\_  
Alan B. Atkinson, City Clerk

**Exhibit "A"**

Group 31 – Grass Nuisance Lots

1107 Desota Place    PPIN# 1114    Foreclosure

1705 Rocky Hollow    PPIN# 21035    Foreclosure

**RESOLUTION NO. 14-R-\_\_\_\_\_**

**A RESOLUTION DECLARING VARIOUS VEHICLES AND PIECES OF EQUIPMENT AS SURPLUS AND AUTHORIZING THEIR SALE**

**WHEREAS**, the City Council of the City of Anniston, Alabama, hereby finds that those certain 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 selling said motor vehicles/equipment at auction.

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

**Section 1.** That those certain 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 cause said motor vehicles/equipment and personal property to be sold at public auction for the highest and best bid, and the Alan B. Atkinson, City Clerk of the City of Anniston, is hereby authorized, directed, and empowered for and in the name of the City of Anniston to execute title 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 motor vehicles/equipment made by the City as 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 \_\_\_\_\_, 2014.

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: Bob Dean, Public Works Director  
From: Darryl Abernathy, Asst. Street Supervisor  
Date: 9/4/2014  
Re: Surplus Items

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1. (2) 7 ft. Bushhogs
2. (2) John Deere Z445 Zero Turn S/N 1M0Z445KCB102217 & S/N 1M0Z445KABM101054
3. (1) Dyna Fog Typhoon (Mosquito Sprayer)
4. (4) I-Beams
5. (1) Tonneaux Cover Longwheel Base F150
6. (1) John Deere Blower w/bagger for Zero Turn Mower
7. (1) John Deere Tow-Behind Lawn Sweeper
8. (2) Ford F150 Truck – V#6997 (VIN# 1FTZF1766WNC00866) &  
V#6845 (VIN#1FTRF17WOXNBO61113)

# Memo

To: Bob Dean, Public Works Director

From: Glenn Williams, Chief Electrician

Date: 9/4/2014

Re: Surplus Items

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1. 1 - old 5500 watt Generator (no working)
2. 16 – 12 inch 3 section plastic traffic signals Incandescent
3. 10 – 12 inch 3 section metal traffic signals Incandescent
4. 8 – 8 inch 3 section metal traffic signals LED
5. 8 – 12 inch red, 8 inch yellow and green traffic signals metal Incandescent
6. Miscellaneous traffic signal parts
7. 1 – David White and 1 – Berger Transit
8. 2 – Mechanical traffic control cabinets
9. 1 – 2000 V Ford Hicube Can (VIN# 1FDSE35L6YHB46488)

# Exhibit A

**Alan Atkinson**

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**From:** Greg Feazell  
**Sent:** Tuesday, September 02, 2014 9:37 AM  
**To:** Alan Atkinson  
**Subject:** FW: City Sale Items

**Captain Greg Feazell**  
**Anniston Police Department**  
**PO Box 2168 Anniston, AL 36202**  
**256 240-4017**  
**gfeazell@anniston.al.gov**

**From:** Celia Engle  
**Sent:** Tuesday, September 02, 2014 9:15 AM  
**To:** Greg Feazell  
**Subject:** City Sale Items

These are things that are ready for the city sale, but need to be declared surplus:

Nintendo Wii and accessories(works), Serial #LU393878491  
Thruster Rage 20 Inch Boys Bicycle Serial #101013  
Red Dora the Explorere Bicycle, Serial #SNHEZ06B01899  
Purple Roadmaster Bicycle, Unknown Serial #  
2 Pair, New in Box, Women's Air Force 1's Size 10  
2 Pair, New in Box, Mens Air Force 1's Mid '07 Size 11  
1 Pair, New in Box, Mens Air Force 1's Low Size 9  
Dell Laditude D600 Laptop with extra battery and charger, (working, but unknown what OS), Serial #CN-0G5152-48643-43E-3995  
Memorex Multiformat DVD recorder, Serial #7391005851  
Toshiba DVD=R/RW Drive Model TS-H552 Serial 6GAY602484

This is a list of things that has already been declared surplus, and they are ready to go into the city sale:

Chrome NEXT Bicycle, Serial #200668  
Red and Black LZ Ironhorse Bicycle, Serial # ACB0TJ026328  
Purple and White Kent Girl's Bicycle, Serial #14512090947  
Black Thruster Freestyle Bicycle, Serial #WMGS2051-0212  
Unknown Brand four wheeler ATV, Serial #1NXAT17C43T000237 (unknown working condition)  
Black LG Cellphone Model#LGL75C  
Samsung Flat Screen TV (works) Serial #Z2ZV3CGB800129A

**RESOLUTION NUMBER 14-R-**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR  
PROFESSIONAL AUCTIONEERING SERVICES**

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

Section 1. That Brian Johnson, City Manager of the City of Anniston, Alabama, be and he is hereby authorized, directed and empowered for and in the name of the City of Anniston to execute a contract with Chad Curvin Auction Solutions LLC for professional auctioneering services for the sale of surplus vehicles, equipment and personal property of the City of Anniston.

Section 2. That Alan B. Atkinson, City Clerk of the City of Anniston be and he is hereby directed to attest to the City Manager's execution of said contract and to affix the seal of the City thereto.

**PASSED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

# Chad Curvin

## AUCTION SOLUTIONS LLC

P.O. Box 598  
Alexandria, AL 36250

(256) 453-0635

### PERSONAL PROPERTY AUCTION AGREEMENT

This agreement, is entered into on this 8th day of September, 2014 by and between City of Anniston

whose address is 1128 Gurnee Avenue, Anniston, AL 36201 hereinafter referred to as SELLER, and Chad Curvin Auction Solutions, LLC, Alexandria, Alabama 36250, hereinafter referred to as AGENT. SELLER agrees to the terms and conditions of this agreement and SELLER does hereby grant to AGENT the sole and exclusive right to sell, trade, or convey or exchange all personal property described on the attached list.

SELLER warrants that he has title to, and full right and authority to sell each and all of the items of the personal property. Seller also warrants that each and all items of the personal property are free and clear of all liens and encumbrances, except as noted here (if none, please write "NONE" on line provided below):

Lienholder	Items Secured	Amount of Lien
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Lienholder	Items Secured	Amount of Lien
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Payment on items subject to liens will be made jointly to SELLER and lienholder

SELLER authorizes AGENT to market the personal property, including but not limited to placement of AUCTION and FOR SALE sign(s) on the auction site, placement of advertisements for the personal property, and to conduct an auction of the personal property on the following date. If auction cannot be carried out on this date due to inclement weather or Act of God, auction will be rescheduled at a date and time agreeable to AGENT and SELLER.

Auction Date: 5th October 2014 9:00 AM  
Day Month Date Year Time

For AGENT's services, agent will receive the following compensation: 10 % commission and 10 % buyer's premium of the total gross proceeds of the sale, plus \$ 0 for advertising and promotion. AGENT's compensation will be deducted from the gross proceeds of the auction, which will be held in AGENT's escrow account until settlement with SELLER within 14 banking days. In the event any part of, or all of, the property is not sold at auction, the SELLER agrees to pay all advertising and promotion expenses and other expenses incurred by AGENT on behalf of SELLER and a service fee of \$ 0 on auction day.

#### TYPE OF AUCTION

Absolute Auction. Under this agreement, SELLER, agrees to sell and convey legal title, regardless of the sales price achieved at auction.

Reserve Auction. Under this agreement, SELLER reserves the right to reject the bids offered if the bid price does not reach \$ \_\_\_\_\_. (if more than one item, see attached addendum) SELLER agrees that once the reserve price has been obtained, if for any reason SELLER chooses not to accept the high bid, SELLER will pay to AGENT: full commission on the highest bid obtained, advertising fees and prepaid expenses - all will be paid in full auction day.

SELLER agrees to deliver bills of sale, tag receipts and current titles or necessary documents to AGENT. AGENT will remit net proceeds of auction to SELLER within 14 banking days following auction, however SELLER understands net proceeds will not be remitted to SELLER until all necessary documents have been delivered to AGENT.

#### SELLER hereby grants to Chad Curvin, power of attorney to sign for, receive, transfer or negotiate titles and bills of sale on all listed items.

**Attorney Fees / Cost of Litigation:** If suit is brought to collect the compensation provided herein, or if AGENT successfully defends any action brought against AGENT by SELLER relating to this agreement or under any sales agreement relating to the property, and AGENT prevails, SELLER agrees to pay all costs incurred by AGENT in connection with such action including reasonable attorney's fees. SELLER further agrees any legal action is to be filed in AGENT's home county.

SELLER warrants that all of the personal property are free and clear of all hazardous materials and substances which violate any EPA, State, Federal and local regulations, and agrees to hold AGENT harmless in any matter or action arising, regarding the presence of same.

SELLER acknowledges that no representation or guarantee as to the sales price to be obtained has been made by AGENT or any of its representatives.

SELLER warrants that he/she has fully disclosed all information relevant to the condition of the personal property and relevant to the marketing and sale of the personal property. SELLER further warrants that all information provided to AGENT is complete, true and correct and signature indicates agreement with all conditions of this contract.

Signature of Seller \_\_\_\_\_ Phone \_\_\_\_\_ Signature of Seller \_\_\_\_\_ Phone \_\_\_\_\_

Signature of Seller \_\_\_\_\_ Phone \_\_\_\_\_ Signature of Seller \_\_\_\_\_ Phone \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_ Signature of Officer \_\_\_\_\_

This contract is not binding until signed by an officer of Chad Curvin Auction Solutions, LLC.



## CITY OF ANNISTON

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### FINANCE DEPARTMENT FACT SHEET

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**TO:** CITY COUNCIL AND CITY MANAGER  
**FROM:** MARY MOTLEY, REVENUE COMPLIANCE SPECIALIST  
**SUBJECT:** DARKHORSE LLC D/B/A DARKHORSE SALOON  
**DATE:** 9/3/2014  
**CC:**

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- ④ A public hearing is required before formal action is taken on the Lounge Retail Liquor – Class I application for Darkhorse LLC d/b/a Darkhorse Saloon.
- ④ The business is located in the city limits at 1113 Noble Street.
- ④ The Police Department reports no local criminal history that would prevent the approval of such license.

**ANNISTON CODE  
CHAPTER THREE  
ALCOHOLIC BEVERAGES  
(Liquor)**

**Sec. 3.5. Factors to be considered in council's decisions.**

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

- (1) The wishes and desires of the residents, real property owners, and businesses within five hundred (500) feet of the property for which a license is sought.
  - (2) Character and reputation of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.
  - (3) The criminal court records or evidence of violation of ABC regulations of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.
  - (4) Location of premises for which a liquor license is sought and the number of establishments presently holding liquor licenses for lounges, clubs, hotels, restaurants, civic centers, or dinner theaters whose place or places of business are within five hundred (500) feet of the property for which a liquor license is sought.
  - (5) The compliance by applicant, each partner, member, officer, member of the board of directors, landlord, and club manager with the laws of the State of Alabama and ordinances of the city.
  - (6) The proximity of the premises to any churches, schools, day care centers, eleemosynary institutions or places of public gathering.
  - (7) The suitability of the premises to contain noise reasonably anticipated to be generated from the premises.
- (b) The city council shall refuse to approve a liquor license for a club when it appears that the operation would enure to the benefit of individual members, officers, agents, or employees of the club rather than to the benefit of the entire membership of the club.

(Ord. No. 80-O-34, 1; Ord. No. 92-O-2, 2, 2-11-92)



## CITY OF ANNISTON

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### FINANCE DEPARTMENT FACT SHEET

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**TO:** CITY COUNCIL AND CITY MANAGER  
**FROM:** MARY MOTLEY, REVENUE COMPLIANCE SPECIALIST  
**SUBJECT:** CITY OF ANNISTON D/B/A ZINN PARK  
**DATE:** 9/3/2014  
**CC:**

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- ④ Formal action is required for Special Events Retail license application.
- ④ The event will be held in the city limits at 13<sup>th</sup> and Gurnee Ave at Zinn Park.
- ④ The Police Department reports no local criminal history that would prevent the approval of such license.

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

**Sec. 3.14. Factors to be considered in council's decisions.**

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

- a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.
- b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.
- c) Location of premises for which the license is sought.
- d) The compliance by applicant, each partner, member, officer, member of the board of directors and landlord with the laws of the State of Alabama and ordinances of the city.

**Sec. 3.15. Approval or disapproval of application.**

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



## CITY OF ANNISTON

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### FINANCE DEPARTMENT FACT SHEET

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**TO:** CITY COUNCIL AND CITY MANAGER  
**FROM:** MARY MOTLEY, REVENUE COMPLIANCE SPECIALIST  
**SUBJECT:** CITY OF ANNISTON D/B/A BERMAN MUSEUM SUDS FEST  
**DATE:** 9/3/2014  
**CC:**

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- ④ Formal action is required for Special Events Retail license application.
- ④ The event will be held at 1200 Moore Ave Lot 12 in the city limits.
- ④ The Police Department reports no local criminal history that would prevent the approval of such license.

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

**Sec. 3.14. Factors to be considered in council's decisions.**

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

- a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.
- b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.
- c) Location of premises for which the license is sought.
- d) The compliance by applicant, each partner, member, officer, member of the board of directors and landlord with the laws of the State of Alabama and ordinances of the city.

**Sec. 3.15. Approval or disapproval of application.**

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

# ORDINANCES

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF ANNISTON, ALABAMA**

The City Council of the City of Anniston met in regular public session at the City Meeting Center at 1615 Noble Street in the City of Anniston, Alabama, at 5:30 p.m. on September 8, 2014.

The meeting was called to order by the Councilmember at Large (Mayor), and the roll was called with the following results:

Present:           Vaughn Stewart, Councilmember at Large (Mayor)  
                      Jay Jenkins  
                      David Reddick  
                      Seyram Selase  
                      Millie Harris

Absent:           \_\_\_\_\_

The City Clerk, Alan Atkinson, and the City Manager, Brian Johnson, were also present.

The Councilmember at Large (Mayor) stated that a quorum was present and that the meeting was open for the transaction of business.

\* \* \*

Councilmember \_\_\_\_\_ introduced in writing and read by title Ordinance No. \_\_\_\_\_, AN ORDINANCE AUTHORIZING THE ISSUANCE, EXECUTION, SALE AND DELIVERY OF \$2,650,000 PRINCIPAL AMOUNT GENERAL OBLIGATION WARRANT OF THE CITY OF ANNISTON AND THE PAYMENT THEREOF.

Councilmember \_\_\_\_\_ made a motion for the unanimous consent of the Council for the reading of Ordinance No. \_\_\_\_\_ by title.

Councilmember \_\_\_\_\_ advised that a copy of Ordinance No. \_\_\_\_\_ had been on deposit in the City Manager's Office for not less than the preceding twenty-four (24) hours for public review.

Councilmember at Large (Mayor) Stewart declared the public hearing on consideration of the reading of Ordinance No. \_\_\_\_\_ by title open and asked if anyone wished to object to the reading of Ordinance No. \_\_\_\_\_ by title.

No one objected to the reading of Ordinance No. \_\_\_\_\_ by title.

Councilmember at Large (Mayor) Stewart declared the public hearing on consideration of the reading of Ordinance No. \_\_\_\_\_ by title closed.

Councilmember \_\_\_\_\_ seconded the motion for the unanimous consent of the Council for the reading of Ordinance No. \_\_\_\_\_ by title; and on call of the roll the following vote was recorded:

Ayes:            Vaughn Stewart, Councilmember at Large (Mayor)  
                     Jay Jenkins  
                     David Reddick  
                     Seyram Selase  
                     Millie Harris

Nays:

The motion carried and unanimous consent was given to read Ordinance No. \_\_\_\_\_ by title.

Councilmember at Large (Mayor) Stewart introduced in writing Ordinance No. \_\_\_\_\_, and Ordinance No. \_\_\_\_\_ was read by title and considered by the Council as follows:

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**ORDINANCE NO. \_\_\_\_\_**

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**CITY OF ANNISTON, ALABAMA**

**regarding**

**\$2,650,000**

**GENERAL OBLIGATION WARRANT**

**SERIES 2014-A**

**Adopted:**

**September 8, 2014**

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ORDINANCE NO. 14-O-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE, EXECUTION, SALE AND DELIVERY OF \$2,650,000 PRINCIPAL AMOUNT GENERAL OBLIGATION WARRANT OF THE CITY OF ANNISTON AND THE PAYMENT THEREOF**

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

**Section 1. Definitions.**

(a) **Act of Insolvency** shall mean the appointment of a receiver, liquidator or trustee of the Municipality or any of its property or assets; or a general assignment by the Municipality for the benefit of the creditors thereof; or the commencement of proceedings by the Municipality, or against the Municipality and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

(b) **Applicable Law** shall mean all applicable provisions of all constitutions, statutes, rules, regulations and all binding orders, judgments and decrees of any Governmental Authority.

(c) **Authorized Municipality Representative** shall mean the Mayor, City Manager, Finance Director or City Clerk of the Municipality.

(d) **Code** shall mean the Internal Revenue Code of 1986, as amended.

(e) **Fiscal Year** shall mean the twelve (12) month period ending on September 30<sup>th</sup> of each year or the fiscal year of the Municipality as established from time to time.

(f) **Governmental Authority** shall mean any federal, state, county, municipal, or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

(g) **Material Adverse Effect** shall mean any act or circumstance or event (other than as a result of any act or omission by the Warrantholder) or change which (i) causes an Event of Default, or (ii) if determined or resolved adversely to the Municipality would have a material and adverse effect upon, or a material adverse change in, the financial condition or operations or prospects of the Municipality, or (iii) would adversely affect the validity or enforceability of this Ordinance or the Warrant.

(h) **Project** shall mean the acquisition, construction and installation of certain municipal improvements, including, without limitation, roadway improvements to Pappy Dunn Boulevard and Iron Mountain Road, that shall be owned by the Municipality and available for use by the general public.

(i) **Project Costs** shall mean all costs of the Project, including without limitation: (1) the costs of the acquisition, construction and installation of the Project, (2) expenses incurred by the Warrantholder and the Municipality in connection with issuing the Warrant, including legal, consulting and accounting fees, and (3) reimbursement to the Municipality for any of the foregoing costs, fees and expenses set forth in (1) and (2) above, paid with the Municipality's funds.

(j) **Project Fund** shall mean the fund established pursuant to Section 6(a).

(k) **Tax Certificate and Agreement** shall mean the Tax Certificate and Agreement, dated the date of delivery of the Warrant, delivered by the Municipality with respect thereto.

(l) **Warrant** shall have the meaning assigned in Section 2(a).

(m) **Warrant Fund** shall have the meaning assigned in Section 3(e).

## **Section 2. Findings and Representations.**

The Municipality, by and through its governing body, does hereby find, determine, represent and warrant as follows:

(a) It is necessary and desirable and in the public interest for the Municipality to provide for the financing of the Project. For such purposes, the Municipality shall issue its General Obligation Warrant, Series 2014-A, in principal amount of \$2,650,000, as authorized and described herein (the "Warrant"), and shall use the proceeds thereof to pay the Project Costs.

(b) (1) The net assessed valuation of the taxable property (including motor vehicles) in the Municipality for the preceding fiscal year (ending September 30, 2013 and on the basis of which taxes became due and payable on October 1, 2013) was not less than \$283,799,060.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, is not more than twenty percent of said assessed valuation.

(c) The population of the Municipality is 23,106 according to the 2010 United States Census.

## **Section 3. Authorization, Description, Payment and Form of Warrant.**

(a) The Municipality shall borrow the amount of \$2,650,000 in such amounts and at such times as shall be necessary for the purposes set forth in Section 2 hereof, and the Municipality shall issue therefor its General Obligation Warrant, Series 2014-A, in the following principal amount and of the following number, to the following financial institution to evidence a loan extended by such institution to the Municipality for such purposes:

<u>Warrant No.</u>	<u>Principal Amount</u>	<u>Institution</u>
R-1	\$2,650,000	BBVA Compass Bank

(b) The Warrant shall be dated the date of issuance; shall bear interest at the per annum rate or rates; shall be payable in installments of principal and interest in such amounts, at such times and in such manner; shall be subject to redemption and mandatory tender for purchase prior to maturity; and shall be registered and transferred; all as provided in the form of the Warrant in subsection (f).

(c) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the principal office of the registered owner thereof (the "Warrantholder"), in Anniston, Alabama, at par and without discount, exchange or deduction or charge therefor. The Municipality hereby covenants and agrees to pay all bank charges for the Warrant.

(d) The indebtedness evidenced and ordered paid by the Warrant shall be a general obligation of the Municipality for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the Municipality are hereby irrevocably pledged.

(e) (1) There is hereby established a regular fund designated the Series 2014-A Warrant Fund (the "Warrant Fund") which shall be held by the bank named as paying agent for the Warrant. The Municipality shall pay or cause to be paid into the Warrant Fund from time to time such sums as shall be sufficient to provide for the payment of the principal of and interest on the Warrant as it matures and comes due.

(2) The Municipality hereby authorizes the Warrantholder to charge all payments when due under the Warrant to the Warrant Fund, as follows:

Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_

(f) The Warrant shall be in substantially the following form and content, with such changes or additions thereto or deletions therefrom as the Councilmember at Large (Mayor) executing the Warrant shall approve, which approval shall be conclusively evidenced by his executing the Warrant as hereinafter provided:

**UNITED STATES OF AMERICA  
STATE OF ALABAMA  
  
CITY OF ANNISTON  
GENERAL OBLIGATION WARRANT  
SERIES 2014-A**

**No. R-1**

**Dated Date:**

**Maturity Date:**

**September 12, 2014**

**January 31, 2029**

The **CITY OF ANNISTON**, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Municipality"), for value received, hereby acknowledges itself indebted to, and does hereby order and direct the Finance Director of the Municipality to pay, solely from the Warrant Fund hereinafter referenced, to

**BBVA COMPASS BANK**

(the "Warrantholder") or registered assigns the principal amount of

**TWO MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS  
(\$2,650,000)**

together with interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a per annum rate of interest (computed on an Actual/360 Basis) equal to the Applicable Rate (as hereinafter defined), as adjusted from time to time as hereinafter provided, such principal and interest being payable in installments as follows:

(a) On January 31, 2015 and continuing on each January 31<sup>st</sup> and June 30<sup>th</sup> thereafter, until and including June 30, 2028, the interest accrued on the outstanding principal balance of this Warrant; and

(b) on the 31<sup>st</sup> day of January, 2015 and continuing on the 31<sup>st</sup> day of each January thereafter until and including the 31<sup>st</sup> day of January, 2028, the principal amount shown on Schedule I to this Warrant, and

(c) on the above Maturity Date, unless sooner paid, an amount equal to the entire unpaid principal balance of this Warrant plus interest accrued thereon to such date of payment.

## **Definitions**

For purposes hereof, the following terms have the following meanings:

**Actual/360 Basis** shall mean a method of computing interest or other charges hereunder on the basis of an assumed year of 360 days for the actual number of days elapsed, meaning that interest or other charges accrued for each day will be computed by multiplying the rate applicable on that day by the unpaid principal balance (or other relevant sum) on that day and dividing the result by 360.

**Applicable Rate** shall mean:

(a) the Tax-Exempt Rate for the period beginning on the date of delivery of this Warrant and ending on the date immediately preceding the Taxability Date; and

(b) the Taxable Rate for the period beginning on the Taxability Date and continuing thereafter.

**Business Day** shall mean any day other than a Saturday, a Sunday, or a day on which the Warrantholder is authorized to be closed under general law or regulation applicable in the place where the Warrantholder performs its business with respect to this Warrant.

**Dollars** shall mean the lawful money of the United States of America.

**Taxability Date** shall mean the earliest date from which interest paid in respect of this Warrant is determined to be Taxable.

**Taxable** shall mean that, for purposes of federal income taxation, the interest accrued on this Warrant is includable in gross income for federal income tax purposes.

**Taxable Rate** shall mean a per annum rate of interest (fixed, or variable subject to periodic adjustment) that would provide the Warrantholder an after-tax yield on the then outstanding principal amount of this Warrant at least equal to the after-tax yield the Warrantholder would have received if a Determination of Taxability had not been made.

**Tax-Exempt Rate** shall mean a per annum rate of interest equal to three and forty-eight one hundredths of one percent (3.48%).

## **Determination of Interest Rate**

The Applicable Rate shall apply only to the principal amount of this Warrant which shall have been advanced and be outstanding.

## **Payment**

On September 12, 2016 and thereafter, this Warrant will be subject to prepayment and redemption prior to maturity at the option of the Municipality in whole or in part on any Business Day at a redemption price equal to 100% of the principal amount of this Warrant to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

Prior to September 12, 2016, the Municipality, may, on any Business Day, pay in advance the entire unpaid principal amount of this Warrant or any portion or portions thereof by paying to the Warrantholder the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, plus the applicable premium set forth on the Prepayment Premium Schedule attached hereto.

Payment of the principal hereof and interest hereon shall be made at the office of the Warrantholder in Anniston, Alabama or at such other place as shall be designated by the Warrantholder to the Municipality in writing; provided, however, the final payment of such principal and interest shall be made only upon presentation and surrender of this Warrant to the Municipality. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

**Authorization; Security; Advance of Proceeds**

This Warrant is issued pursuant to the Constitution and laws of the state of Alabama, including, without limitation, Section 11-47-2 of the Code of Alabama (1975), to provide funds to be used in furtherance of the power and authority therein authorized, and an ordinance and proceedings of the governing body of the Municipality duly passed, held and conducted (the "Authorizing Proceedings").

The indebtedness evidenced by this Warrant is a general obligation of the Municipality, and the full faith and credit of the Municipality are hereby sacredly and irrevocably pledged to the punctual payment of the principal hereof and interest hereon.

The Municipality has established in the Authorizing Proceedings a regular fund designated the "Series 2014-A Warrant Fund" (the "Warrant Fund") for the payment of the principal of, premium, if any, and interest on this Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund sums sufficient to provide for the payment of the principal of and interest on this Warrant as the same shall become due and payable.

This Warrant shall be valid and enforceable as to the aggregate principal amount advanced at any time hereunder, whether or not the full face amount hereof is advanced.

**Registration and Transfer**

This Warrant is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the Municipality. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Warrant shall be made only to or upon the order of the registered owner hereof or his legal representative, and neither the Municipality nor any agent of the Municipality shall be affected by any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the Municipality upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred only upon written request of the registered owner or his legal representative addressed to the Municipality, such transfer to be recorded on said book of

registration and endorsed hereon by the Municipality. Upon presentation to the Municipality for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the Municipality, duly executed by the registered owner or his attorney duly authorized in writing, and the Municipality shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

### **General**

No covenant or agreement contained in this Warrant or in the Authorizing Proceedings shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Municipality in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, and the adoption of the Authorizing Proceedings, have happened, do exist and have been performed as so required, and that the principal amount of this Warrant and all other indebtedness of the Municipality are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Municipality, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Councilmember at Large (Mayor) and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Warrant to be dated the Dated Date first above written.

**CITY OF ANNISTON, ALABAMA**

By \_\_\_\_\_  
Councilmember at Large (Mayor)

SEAL

Attest: \_\_\_\_\_  
City Clerk

**Registration Certificate**

It is hereby certified that this Warrant and the interest thereon have been registered by the undersigned as a claim against the City of Anniston, Alabama and the Warrant Fund herein referenced.

\_\_\_\_\_  
Finance Director of the City of Anniston, Alabama

**REGISTRATION OF OWNERSHIP**

This Warrant is recorded and registered on the registry books of the City of Anniston in the name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Finance Director of Municipality</u>
<u>Dated Date</u>	<u>BBVA Compass Bank</u>	_____
_____	_____	_____
_____	_____	_____

**ENDORSEMENT BY MUNICIPALITY OF UNPAID  
PRINCIPAL AND ACCRUED INTEREST  
ON DATE OF TRANSFER**

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Accrued Interest on Date of Transfer</u>	<u>Signature of Finance Director of Municipality</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SCHEDULE I**

<u>Payment Date</u>	<u>Principal Payment Due</u>
1/31/2015	\$124,000
1/31/2016	124,000
1/31/2017	124,000
1/31/2018	124,000
1/31/2019	124,000
1/31/2020	124,000
1/31/2021	124,000
1/31/2022	124,000
1/31/2023	237,000
1/31/2024	237,000
1/31/2025	237,000
1/31/2026	237,000
1/31/2027	237,000
1/31/2028	237,000

## Prepayment Premium Schedule

To  
\$2,650,000  
General Obligation Warrant  
Series 2014-A  
of  
City of Anniston, Alabama

### 1. Prepayment Premium Upon Refinancing

If the funds with which the prepayment of this Warrant is to be made are derived from a refinancing of all or part of the amounts due hereunder or any other kind of financing from a third party, the Municipality shall pay to the Warrantholder a prepayment fee equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

### 2. Definitions

**AYD** means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the date on which the loan was originated, for a maturity that is the same as the term of the loan at origination (rounded to the nearest whole number of months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of the loan at origination, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of the loan at the Prepayment Date (rounded to the nearest whole number of months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of the loan on the Prepayment Date. If the H.15 Report is not available for any day, then the H.15 Report for the immediately preceding day on which yields were last reported will be used.

**H.15 Report** means the Federal Reserve Board's Statistical Release H.15, "Selected Interest Rates". Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board's website, [www.federalreserve.gov](http://www.federalreserve.gov). If the H.15 Report is replaced or otherwise unavailable, Warrantholder may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

**Average Principal** means the simple average of (i) the principal loan balance on the Prepayment Date, and (ii) the principal loan balance scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the maturity date of the loan (plus any accrued and unpaid fees or other sums owed under the loan documents).

**Percent Prepaid** means the percentage determined by dividing the principal amount of the loan being prepaid by the principal loan balance outstanding on the Prepayment Date.

**Days Remaining** means the number of days from the Prepayment Date through the maturity date of the loan.

**Prepayment Date** means the date on which Warrantholder received the prepayment.

**Section 4. Execution of the Warrant.**

The Warrant shall be executed in the name and on behalf of the Municipality by the Councilmember at Large (Mayor) and shall be attested by the Clerk of the Municipality, and the official seal of the Municipality shall be imprinted thereon. The Warrant and the interest thereon shall be registered by the Finance Director of the Municipality in the records maintained by said Finance Director as a charge against the Municipality and the Warrant Fund. The registration of ownership of the Warrant shall be executed by the Finance Director of the Municipality, who shall also make the endorsements required at the time of any transfer of the Warrant. Said officers are hereby directed to so execute, attest and register the Warrant and to make the appropriate endorsements and notations thereon.

**Section 5. Sale and Delivery of Warrant.**

The Councilmember at Large (Mayor) and the Clerk are hereby authorized and directed to effect delivery of the Warrant and in connection therewith deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrant, the absence of pending or threatened litigation with respect thereto, and the exemption of the interest on the Warrant from federal and state income tax.

**Section 6. Project Fund; Application of Proceeds of the Warrant**

(a) There is hereby established with the Warrantholder, for the account of the Municipality, a regular fund for the Project designated the "Project Fund".

(b) On the date of issuance, the principal proceeds of the Warrant shall be deposited in the Project Fund. The Municipality shall use the proceeds of the Warrant solely for the purposes of paying Project Costs.

(c) So long as no Event of Default occurs and is continuing, the Warrantholder shall advance funds from the Project Fund to the Municipality for the Project Costs upon receipt of a requisition or payment request in substantially the form as Appendix A hereto completed and signed by any Authorized Municipality Representative.

(d) Upon the payment of all Project Costs, and if no Event of Default shall have then occurred and be continuing, any amounts remaining in the Project Fund shall be applied to the prepayment of the principal of the Warrant in accordance with the terms thereof and without premium or penalty.

**Section 7. Expenses of Issuance and Collection.**

(a) The Municipality hereby agrees to pay all expenses of issuance of the Warrant.

(b) The Municipality covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees, all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee.

**Section 8. Covenants With Respect to Federal Tax Exemption for Interest; Designation of Warrant as "Bank-Qualified".**

(a) The Municipality hereby covenants and agrees with the registered owner of the Warrant that it will duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The Municipality hereby covenants and agrees with the registered owner of the Warrant that, to the extent permitted by law, it will not take any action, or omit to take any action, with respect to the Warrant that would cause the interest on the Warrant not to be and remain excludable from gross income pursuant to the provisions of Section 103 of the Code.

(c) The Municipality hereby designates the Warrant as a "qualified tax-exempt bond" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The Municipality does hereby represent that (1) the Municipality has not created any "subordinate entities" and does not reasonably expect to create any "subordinate entities" during the 2014 calendar year, and (2) neither the Municipality (nor its "subordinate entities") has issued in the aggregate more than \$10,000,000 of "qualified tax-exempt bonds" during the 2014 calendar year, and (3) the Municipality reasonably anticipates that the amount of "qualified tax-exempt bonds" or "tax-exempt bonds" which will be issued by the Municipality (and its "subordinate entities") during the 2014 calendar year will not exceed \$10,000,000.

**Section 9. Representations and General Covenants of the Municipality**

(a) Reporting Requirements.

The Municipality shall furnish to the Warrantholder each of the following:

(i) Annual Financial Statements. As soon as available, and in any event within 270 days after the close of each Fiscal Year of the Municipality, the complete, unqualified, financial statements of the Municipality, including the balance sheet as of the end of such Fiscal Year and the related statements of operations and changes in net assets and cash flows (showing in each case changes in cash, cash equivalents, and board-designated funds) for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year, all in reasonable detail, audited and prepared by an independent certified public accountant (reasonably satisfactory to the Warrantholder) in accordance with generally accepted accounting principles, consistently applied and fairly presenting the financial condition of the Municipality, as of the end of such Fiscal Year, and stating that in making the examination necessary to such audit such independent certified public accountant shall have obtained no knowledge, except as specifically stated, of any Event of Default.

(ii) Annual Budget. As soon as available, and in any event within 60 days of the beginning of the fiscal year of the Municipality, the prepared budget for such fiscal year.

(iii) Other Information. Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the Municipality, as the Warrantholder may from time to time reasonably request.

(b) Insurance.

(i) The Municipality shall maintain insurance, to the extent commercially available at reasonable rates, on its property and with respect to itself, which insurance shall be provided by an insurer with a credit rating acceptable to the Warrantholder and be of such type and in such amounts or in excess of such amounts as are customarily carried by and insures against such risks as are customarily insured against by municipalities of like size and character to the Municipality and as shall be satisfactory to the Warrantholder.

(ii) The Municipality shall furnish upon request to the Warrantholder certificates of the respective insurers originally executed by the authorized agent(s) attesting the fact that the insurance required by this Section is in full force and effect and reflecting all coverages, amounts and deductibles. At least fifteen (15) days prior to the expiration of any such policy, the Municipality shall furnish the Warrantholder evidence that the policy has been renewed or replaced or is no longer required by this Ordinance.

**Section 10. Events of Default**

The occurrence of any one or more of the following shall constitute an event of default (an "Event of Default") under this Ordinance (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any governmental authority:

(a) failure of the Municipality to pay any amount of the principal of or interest on the Warrant, as and when the same shall become due and payable; or

(b) any warranty, representation, financial statement (specifically not including projections or estimates of financial performance or results), report, schedule, certificate, statement or other document heretofore, now, or hereafter, made or furnished to the Warrantholder by or on behalf of the Municipality in compliance with, or in reference to, this Ordinance, shall prove to be false or misleading in any material respect as of the date on which it was made, and action which eliminates or corrects such falsity or misleading character is not completed for a period of 30 days after the Warrantholder or the applicable party becomes aware thereof; or

(c) an Act of Insolvency occurs.

**Section 11. Availability of Remedies**

(a) The Municipality agrees (i) the registered owners of the Warrant shall have all rights and remedies for the enforcement of the Warrant and this Ordinance as may be provided by the laws of the State of Alabama, and (ii) the Finance Director of the Municipality is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Warrant and does not, as required by this Ordinance, deposit such money in the Warrant Fund, when and as required by Section 3(e) of this Ordinance in each Fiscal Year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Warrant when and as the same become due and payable in each Fiscal Year in amounts sufficient for such purposes.

(b) No remedy herein conferred upon or reserved to the Municipality or the Warrantholder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall, to the extent permitted by law, be cumulative and in addition to every other remedy given under this Ordinance or now or hereafter existing at law or in equity or otherwise. No delay or omission by the Municipality or the Warrantholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) All rights, remedies and powers provided by this Section may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Section are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Ordinance invalid or unenforceable.

**Section 12. Severability.**

The provisions of this ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this ordinance or of the Warrant, and this ordinance and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

**Section 13. Repeal of Conflicting Provisions.**

All ordinances, resolutions and orders or parts thereof in conflict or inconsistent with this ordinance are, to the extent of such conflict or inconsistency, hereby repealed.

**Section 14. Provisions of Ordinance a Contract.**

The terms, provisions and conditions set forth in this ordinance constitute a contract between the Municipality and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

**Appendix A**

To: BBVA Compass Bank,  
as Warrantholder under  
Ordinance No. \_\_\_\_ duly adopted by  
the City Council of the City of Anniston  
on September 8, 2014

No. \_\_\_\_\_

A requisition or payment request is hereby made to you, as holder of the Project Fund under Ordinance No. \_\_\_\_ duly adopted by the City Council of the City of Anniston on September 8, 2014, regarding the City's General Obligation Warrant, Series 2014-A, for the payment of

\$ \_\_\_\_\_ to \_\_\_\_\_  
(Name of Person, firm or corporation to whom payment is to be made)

whose address is \_\_\_\_\_

\_\_\_\_\_

for payment of the following Project Costs:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Municipality does hereby certify that (a) the purpose for which such advance is to be made is one for Project Costs, (b) no Event of Default exists, and (c) such Advance will not cause or result in an Event of Default.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF ANNISTON, ALABAMA**

By \_\_\_\_\_

Its \_\_\_\_\_

Duly passed and adopted this 8th day of September, 2014.

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

---

Vaughn M. Stewart II, Mayor

---

Jay W. Jenkins, Council Member

---

David E. Reddick, Council Member

---

Seyram Selase, Council Member

---

Millie Harris, Council Member

ATTEST:

---

Alan B. Atkinson, City Clerk

It was moved by Councilmember \_\_\_\_\_ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance be given. The motion was seconded by Councilmember \_\_\_\_\_ and was unanimously carried, those voting aye being:

Ayes: Vaughn Stewart, Councilmember at Large (Mayor)  
Jay Jenkins  
David Reddick  
Seyram Selase  
Millie Harris

Nays: None

The Councilmember at Large (Mayor) declared the motion carried.

After said ordinance had been discussed and considered in full by the Council, it was moved by Councilmember \_\_\_\_\_ that said ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilmember \_\_\_\_\_. The question being put as to the adoption of said motion and the final passage and adoption of said ordinance, the roll was called with the following results:

Ayes: Vaughn Stewart, Councilmember at Large (Mayor)  
Jay Jenkins  
David Reddick  
Seyram Selase  
Millie Harris

Nays: None

The Councilmember at Large (Mayor) thereupon declared said motion carried and the ordinance passed and adopted as introduced and read.

\* \* \*

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

**Approval of Minutes and Waiver of Notice**

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the City Council of the City of Anniston, Alabama recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes.

\_\_\_\_\_  
Councilmember at Large (Mayor)

\_\_\_\_\_  
Member of Council

\_\_\_\_\_  
Member of Council

\_\_\_\_\_  
Member of Council

\_\_\_\_\_  
Member of Council

**SEAL**

Attest: \_\_\_\_\_  
City Clerk

STATE OF ALABAMA )

CALHOUN COUNTY )

**CERTIFICATE OF CITY CLERK**

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Anniston, Alabama (the "Municipality"). I do further certify that as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on the 8th day of September, 2014, the original of which is on file and of record in the minute book of the City Council in my custody; the ordinance set forth in such excerpt is a complete, verbatim and compared copy of said ordinance as introduced and adopted by the City Council on such date; said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of the Municipality and have affixed the official seal of the Municipality, this \_\_\_\_\_ day of September, 2014.

\_\_\_\_\_  
Clerk of the City of Anniston, Alabama

S E A L