

**CITY OF ANNISTON  
DECEMBER 7, 2015  
5:30 P.M.**

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

**I. PRESENTATION**

- (a) Outstanding Planning Award

**II. RECEIVE INFORMAL PUBLIC COMMENTS**

***Informal Public Comment – Speaker Protocol***

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

### III. RECEIVE FORMAL PUBLIC COMMENT

#### **Formal Public Comment – City Council Agenda Protocol**

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

### IV. CONDUCT PUBLIC HEARING

#### **Speaking to a Public Hearing Item**

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

- a. To hear public comments over-ruling objections to the abatement of identified nuisances. (Group 2015 – 08Grass and Debris)
- b. To hear public comments regarding a Special Retail – More Than 30 Days application for Finial LLC d/b/a Hotel Finial.

**V. UNFINISHED BUSINESS – None**

**VI. CONSENT AGENDA**

- (a) Resolution authorizing the reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution accepting the resignation of a member of the Anniston Museum of Natural History Board.
- (c) Resolution over-ruling objections to the abatement of identified nuisances. (Grp 2015-08 Grass & Debris)
- (d) Resolution declaring various vehicles and pieces of equipment as surplus and authorizing their sale.
- (e) Resolution authorizing the Mayor to execute an Equipment Lease Agreement and supporting documents with Hancock Bank for one new street sweeper.
- (f) Resolution adopting a Title VI Plan.
- (g) Resolution adopting annual fee schedule.
- (h) Resolution designating locations for the installation and maintenance of fire hydrants by the Anniston Water Works and Sewer Board.
- (i) Resolution authorizing the submission of a grant application under the Land and Water Conservation Fund Program.
- (j) Motion approving the addition of Assistant Director – Museum Complex, Museum Education Director and Educational Interpreter to the Pay and Classification Plan.
- (k) Approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) application for Circle K Stores Inc d/b/a Circle K Store 2723665 located at 800 S. Quintard Avenue.
- (l) Approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) application for Circle K Stores Inc d/b/a Circle K Store 2723688 located at 851 Lagarde Avenue.
- (m) Approve a Special Retail – More Than 30 Days application for Finial LLC d/b/a Hotel Finial located at 1600 Quintard Avenue.
- (n) Motion to suspend the rule requiring the City Council to meet on the third Monday of December, 2015, and the first and third Mondays of January, 2016, and to schedule a City Council meeting for Tuesday, January 19, 2016, at 5:30 p.m. in the City Council Chambers.

**VII. ORDINANCES**

- (a) Amending Section 28½, Article I, of the Code of Ordinances of the City of Anniston, Alabama to allow for, and regulate the operations of, Cigar Bars within the City. **Second Reading**
- (b) Establishing Pretrial Diversion Program for the Municipal Court of the City of Anniston, Alabama.
- (c) Amending Chapter 2, Article XI, Section 2.60.3, Subsection 1, of the Code of the City of Anniston, 1981, establishing the membership of the Anniston Museum of Natural History Board.

**VIII. RESOLUTIONS**

- (a) Authorizing settlement of legal proceedings.
- (b) Adopting the Americans with Disabilities Act (ADA) Transition Plan.
- (c) Authorizing a Redevelopment Reimbursement Agreement among the City of Anniston, Alabama and Second Street Plaza, LLC.

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

**COUNCIL COMMENTS**

**ADJOURNMENT**

# MINUTES

11/16/2015

Anniston, Alabama  
November 16, 2015

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, November 16, 2015, at approximately 5:39 o'clock p.m.

Lee Shafer, Grace Episcopal, prayed the Invocation.

Lee Shafer, Grace Episcopal, 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 November 2, 2015. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins made a motion to approve the minutes of November 2, 2015. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Jenkins made a motion to adopt the agenda. 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.

Jean Ann Oglesby, Farmer's Market Director, stated that the last date they would be open for this year would be this coming Saturday.

Courtney Munford addressed the Council and stated she supported the proposed ordinance concerning cigar bars and stated she hope hookah bars could be included in the ordinance.

The Council recognized Zebedee Lunsford, Anniston High School Cross Country Runner.

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Nan Williams and her nomination to the Anniston/Calhoun Library Board.

Mayor Stewart announced that was the time for the Board Confirmation Hearing for Jerry Oglesby and his nomination to the Anniston/Calhoun Library Board.

11/16/2015

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

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (debris and grass) at the following locations; 4113 Cloverdale, 1804 McKleroy Avenue, 1812 McKleroy Avenue, 2109 Thomas Avenue, 501 Rosewood Avenue, 2631 Walnut Avenue, 2313 McCoy Avenue, 816 Blue Ridge Drive, 2806 and 2804 Norwood Avenue, 2128, 2011, and 2009 McKleroy Avenue, 129 and 131 West 20<sup>th</sup> Street, 0 Noble Street, 2529 Wilmer Avenue, 405 East 6<sup>th</sup> Street, 418 South Allen Avenue, 3921 Cross Street North, 3825 George Street, 31 North Street, and 304 E Street; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances (debris and grass) at said locations.

Vanessa McGrath addressed the Council concerning the property located at 1804 McKleroy Avenue and stated she was working on cleaning up this property.

Mayor Stewart asked if anyone else wished to address the Council concerning the proposed abatement of identified nuisances (debris and grass) at said locations.

No one else addressed address the Council concerning the proposed abatement of identified nuisances (debris and grass) at said locations.

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (debris and grass) at the following locations; 4113 Cloverdale, 1804 McKleroy Avenue, 1812 McKleroy Avenue, 2109 Thomas Avenue, 501 Rosewood Avenue, 2631 Walnut Avenue, 2313 McCoy Avenue, 816 Blue Ridge Drive, 2806 and 2804 Norwood Avenue, 2128, 2011, and 2009 McKleroy Avenue, 129 and 131 West 20<sup>th</sup> Street, 0 Noble Street, 2529 Wilmer Avenue, 405 East 6<sup>th</sup> Street, 418 South Allen Avenue, 3921 Cross Street North, 3825 George Street, 31 North Street, and 304 E Street; closed.

Mayor Stewart announced that was the time for the public hearing to hear objections to the proposed abatement of identified nuisances (emergency nuisance pool and dangerous wall) at 907 Glenwood Terrace; declared the hearing open and asked if anyone wished to address the Council concerning the proposed abatement of identified nuisances (emergency nuisance pool and dangerous wall) at 907 Glenwood Terrace.

Tana Bryant, Code Enforcement, addressed the Council on behalf of the owner, Ann Bailey, and stated Ms. Bailey was requesting an extension until she had a ruling from the Zoning Board of Adjustments.

Mayor Stewart asked if anyone else wished to address the Council concerning the proposed abatement of identified nuisances (emergency nuisance pool and dangerous wall) at 907 Glenwood Terrace.

No one else addressed the Council concerning the proposed abatement of identified nuisances (emergency nuisance pool and dangerous wall) at 907 Glenwood Terrace.

11/16/2015

Mayor Stewart declared the public hearing to hear objections to the proposed abatement of identified nuisances (emergency nuisance pool and dangerous wall) at 907 Glenwood Terrace closed.

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

- (a) Authorizing the reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution appointing member(s) to the Anniston-Calhoun County Library Board.
- (c) Resolution appointing a member to the Longleaf Botanical Gardens Board.
- (d) Resolution over-ruling objections to the abatement of identified nuisances. Group 2015-07 Grass and Debris
- (e) Resolution over-ruling objections to the abatement of identified nuisances. Group 2015-02 Emergency Nuisance Pool and Dangerous Wall.
- (f) Resolution declaring a reported condition to be a public nuisance. Group 2015-08 Grass and Debris
- (g) Motion to approve the addition of job descriptions for Probation Manager; Probation Officer and Recreation Aide to the Classification and Pay Plan.

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 for the unanimous consent of the Council to introduce and read by title Resolution Number 15-R-172. 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 Resolution Number 15-R-172.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Resolution Number 15-R-172.

On call of the roll on Council Member Jenkins' motion for the unanimous consent of the Council to introduce and read by title Resolution Number 15-R-172 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 Resolution Number 15-R-172, Council Member Jenkins introduced and read Resolution Number 15-R-172 by title as follows:

(15-R-172, authorizing a Municipal Sales Tax Rebate Agreement by the City and Xtreme Concepts, Inc.)

11/16/2015

Council Member Selase made a motion for the passage and adoption of Resolution Number 15-R-172 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 Resolution Number 15-R-172 was passed and adopted.

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

(15-O-15, amendment to Stormwater User Fee Charge Ordinance)

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

Council Member Reddick introduced and read Ordinance Number 15-O-16 as follows:

(15-O-16, amending Section 28 ½ Article I of the City Code to allow for and regulate the operation of Cigar Bars within the City)

Council Member Reddick made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-O-16 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, and Harris; nays: Council Members Selase and Stewart. The motion failed.

Council Member Selase introduced and read Ordinance Number 15-O-17 as follows:

(15-O-17, amending Chapter 14, Article I of the City Code providing license and privilege taxes)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-O-17 as introduced and read. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been given for the immediate consideration of Ordinance Number 15-O-17 as introduced and read, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 15-O-17 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 Ordinance Number 15-O-17 was passed and adopted.

11/16/2015

Council Member Selase introduced and read Ordinance Number 15-O-18 as follows:

(15-O-18, authorizing the establishment of an Annual Fee Schedule)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-O-18 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried. Unanimous consent of the Council having been given for the immediate consideration of Ordinance Number 15-O-18 as introduced and read, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 15-O-18 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, Selase, Harris and Stewart; nays: none; abstentions: Council Member Reddick. The motion carried and Ordinance Number 15-O-18 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 15-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 15-O-19.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 15-O-19.

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 15-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 15-O-19, Council Member Selase introduced and read by title Ordinance Number 15-O-19 as follows:

(15-O-19, amending Section 15.54 of the City Code removing traffic signals)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-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 15-O-19 as introduced and read by title, Council Member Selase made a motion for the passage and adoption of Ordinance Number 15-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

11/16/2015

Stewart; nays: none. The motion carried and Ordinance Number 15-O-19 was passed and adopted.

Council Member Reddick stated he felt they should remove the traffic signal at 15<sup>th</sup> Street and Cooper Avenue.

Council Member Jenkins made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 15-O-20. 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 15-O-20.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 15-O-20.

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 15-O-20 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 15-O-20, Council Member Jenkins introduced and read by title Ordinance Number 15-O-20 as follows:

(15-O-20, amending Section 15.56 of the City Code adding three way stop intersections)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-O-20 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 15-O-20 as introduced and read by title, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 15-O-20 as introduced and read by title. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 15-O-20 was passed and adopted.

Council Member Reddick made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 15-O-21. The motion was seconded by Council Member Selase.

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 15-O-21.

11/16/2015

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 15-O-21.

On call of the roll on Council Member Reddick's motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 15-O-21 and Council Member Selase's 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 15-O-21, Council Member Jenkins introduced and read by title Ordinance Number 15-O-21 as follows:

(15-O-21, amending Section 15.57 of the City Code adding four way stop intersections)

Council Member Selase made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 15-O-21 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 15-O-21 as introduced and read by title, Council Member Harris made a motion for the passage and adoption of Ordinance Number 15-O-21 as introduced and read by title. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Ordinance Number 15-O-21 was passed and adopted.

Council Member Harris thanked everyone for attending the meeting.

Council Member Selase stated he felt that the proposed ordinance to allow for and regulate the operation of Cigar Bars within the city could compromise the integrity of the comprehensive smoke free ban in the city. He stated this revision could lead to other bars wanting to have smoking allowed in their establishments. He stated there had been a smoking bar previously in the city that had not been successful.

Council Member Reddick stated he was just happy to serve.

Council Member Jenkins stated he did support the cigar bars and he did see it as a singular item. He stated he did not support further changes to the smoking ordinance but he did feel this change had been properly vetted and the business owner was willing to put a significant investment into the community.

Mayor Stewart stated that Pot of Manna would be serving Thanksgiving dinner at the Carver Community Center. He stated they would be dedicating Michael Tucker Park Campgrounds on December 8.

11/16/2015

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 6:31 o'clock p.m.

# CONSENT AGENDA

**RESOLUTION NO. 15-R-\_\_**

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

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

- a.** \$99.64 to Tiffany Taylor, Police, while attending Drager Training in Pelham, AL on September 2, 2015.
- b.** \$233.87 to Jean Ann Oglesby, Farmers Market, for the purchase of supplies and mileage while performing various duties for the Anniston Farmer's Market October 1 – 31, 2015.
- c.** \$21.97 to Steve Cochran, II, Police, while attending Drager Training in Pelham, AL on September 2, 2015.
- d.** \$234.29 to Cory Salley, Finance, while attending Emergency Management Training in Emmitsburg, MD from November 1 – 5, 2015.
- e.** \$70.15 to Lee Willis, Planning, while attending Emergency Management Training in Emmitsburg, MD from November 1 – 5, 2015.
- f.** \$167.67 to Mary Motley, Finance, while attending MIS Training in Montgomery, AL on November 16, 2015.
- g.** \$166.75 to Bersheba Austin, Administration, while attending AAPPA Board Meeting in Montgomery, AL on November 20, 2015.
- h.** \$342.12 to Alan Atkinson, Administration, while attending AAMCA Conference in Orange Beach, AL from November 18 – 20, 2015.

**PASSED AND ADOPTED** this \_\_\_\_ day of November 2015.

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

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

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

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

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

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

ATTEST:

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

**RESOLUTION NUMBER 15-R-**

**A RESOLUTION ACCEPTING THE RESIGNATION OF A MEMBER OF THE ANNISTON MUSEUM OF NATURAL HISTORY BOARD**

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

Section 1. That the resignations of the following members of the Anniston Museum of Natural History Board is hereby accepted.

- i. Frank Segars
- ii. Carolyn Orchid
- iii. Dr. William Meehan
- iv. Evan Jackson

Section 2. That new members shall be appointed to the Anniston Museum of Natural History Board to fill the unexpired terms in not less than one month from the passage and adoption of this resolution.

Section 3. That the City Clerk cause a copy of this resolution to be mailed to the above named board.

PASSED AND ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

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

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

ATTEST:

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

**RESOLUTION NUMBER 15-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 \_\_\_\_\_, 2015.

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

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

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

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

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

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

ATTEST:

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

**EXHIBIT "A"**

**2015-08 GRASS AND DEBRIS**

<b>Address</b>	<b>PPIN</b>
1204 Altamont - debris	20464
422 East 22 <sup>nd</sup> Street	21082
625 West 13 <sup>th</sup> Street	18951
915 Terry Road	14577
0 Terry Road	14578
704 Knox Avenue	62905
0 Highland	78046
0 East 11 <sup>th</sup> Street	80676
0 Highland	78071
1417 East 11 <sup>th</sup> Street - debris	22231
1122 Altamont	20627
2832 Brighton Avenue	25167
1808 Cobb Ave	19614
2101 Christine Ave	1251
2403 Wilmer Ave	25016
1416 Draper	67046
228 Palmetto	75645
1919 Beulah Avenue	67249
1911 Beulah Avenue	67076
305 Lucius Drive	67391

**RESOLUTION NO. 15-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.

**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 and/or traded 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 provided, however, that all sales of motor vehicles/equipment made by the City 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 \_\_\_\_\_, 2015.

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

EXHIBIT A  
SURPLUS PROPERTY

2012 Elgin Whirlwind Sweeper M2 Freightliner

1FVACZDT9CHBW0058

CAMaster CNC Router – Model CR-510

**RESOLUTION NUMBER 15-R-\_\_\_\_\_**

**AUTHORIZING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE AGREEMENT AND SUPPORTING DOCUMENTS WITH HANCOCK BANK FOR ONE NEW STREET SWEEPER**

**WHEREAS**, the City Council (the "Governing Body") of the City of Anniston, AL (the "Lessee"), acting for and on behalf of the Lessee hereby finds it necessary to acquire certain item(s) of equipment (the Equipment) for governmental or proprietary purposes authorized by law; and

**WHEREAS**, The Lessee desires to enter into a Lease Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Lease") with Hancock Bank (the "Lessor") for the purpose of a lease/purchase of the equipment as described therein; and

**WHEREAS**, Hancock Bank has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 2.19% per annum.

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

Section 1. The Mayor and City Clerk (hereinafter the Authorized Officers) are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a Governmental Lease Purchase Agreement) either reference being the "Agreement" and all attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's representatives (the Authorized Officers) executing the Agreement, such consent being evidenced by their signatures.

Section 2. The Authorized Officers are further authorized for and on behalf of the Governing Body and the buyer to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Lease, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Section 3. In calendar year 2015, Lessee has designated the value of this lease of tax exempt obligations (including the Lease) as qualified tax-exempt obligations. Including the Lease herein so designated. Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2015 as qualified tax-exempt obligations.

Section 4. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2015 will not exceed \$10,000,000.

Section 5. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations including tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee as provided in Section 265(b)(3) of the Code.

Section 6. The Lessee and Council understand Section 8.03 of the Agreement (Provisions Regarding Insurance) and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

PASSED AND ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council Member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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

# HANCOCK BANK

## Lease Purchase Closing Memorandum

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### Transaction Profile

Date of Funding: TBD, 2015  
Government Name: City of Anniston, Alabama  
Type of Governing Body: Mayor and City Council  
Amount, Rate & Term of Lease: \$263,860.00, 2.19%, 3 Annual Payments with balloon of \$136,149.00  
Annual Payment Amount: \$48,381.64  
Equipment Description: One (1) New Johnston Street Sweeper

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### Schedule & Description of Closing Documents

#### *Step # and Document Description:*

1. **Authorizing Resolution** – This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract. The Resolution must be passed by the City Council and executed (signed) by the Mayor and City Clerk before any other document is executed. The original, signed copy needs to be sent back to Hancock Bank.
2. **Governmental Lease Purchase Agreement** – This document is the contract between the lessor and the lessee (City of Anniston ) which is the basis of the transaction. This Agreement must be signed and dated on or after the Resolution is passed and before or at the funding of the lease (not after!). The original, signed copy needs to be sent back to Hancock Bank.
3. **Attachments to the Lease Agreement** – These various documents support and perfect the Lease Agreement as well as the interests of the parties to the transaction. These documents should be signed and executed by the appropriate officials and dated with the same date as that of the Lease Agreement. The original, signed copies need to be sent back to Hancock Bank.

#### Important Notes Regarding Attachments:

- IRS Form 8038G – Hancock Bank will file this form with the Internal Revenue Service, as required by law, on behalf of the City . Please have it signed by the appropriate official and return it to Hancock Bank along with the rest of the documents.
  - Purchase Orders and Invoices – Hancock Bank must have all Purchase Orders and Invoices (copies are sufficient) issued to or received from the equipment vendor.
  - Evidence of Insurance – Hancock Bank must be shown as additional insured and loss payee on the equipment's insurance policy. Please provide an insurance certificate or some other form of evidence of insurance.
4. **Legal Opinion of Lessee's Counsel** – This opinion must be printed on the Board Attorney's letterhead and dated on or after the date of the Lease Agreement (not before!). The original, signed copy needs to be sent back to Hancock Bank.

**\*\*\*Please Note: There is no need to make copies of the documents. Hancock Bank will provide a package containing copies of all transaction documents soon after closing.**

## AUTHORIZING RESOLUTION

COUNCIL MEMBER \_\_\_\_\_ moved the adoption of the following Resolution and Order:

A RESOLUTION OF THE CITY COUNCIL, THE GOVERNING BODY ("THE COUNCIL") OF CITY OF ANNISTON, ALABAMA (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT: FINDING THAT HANCOCK BANK (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE: FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS, the Council has determined that it is necessary to acquire certain items of Equipment (the "Equipment") for use by the Lessee for purposes authorized by law and

WHEREAS, the Council has by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 41-16A-1 *et seq.* of the Code of Alabama, 1975, and

WHEREAS, the Council anticipates that it will not issue more than \$10,000,000.00 of qualified tax-exempt obligations during calendar year 2015 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("the Code").

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

WHEREAS, Hancock Bank has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 2.19% per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1: The Mayor and City Clerk (hereinafter the "Authorized Officers") are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a "Governmental Lease Purchase Agreement"), either reference being the "Agreement", and all attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's representatives (the "Authorized Officers") executing the Agreement, such consent being evidenced by their signatures.

SECTION 2: The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled "Exhibit D - Description of the Equipment". Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and, as provided in Section 4.01 of such Lease, the lease term shall commence on the date of acceptance.

SECTION 3: The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7.02 of such Lease to establish and maintain the security interest of Hancock Bank in such Equipment.

SECTION 4: The Council hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code.

SECTION 5: The Lessee and the Council understand Section 8.03 of the Agreement ("Provisions Regarding Insurance") and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

COUNCIL MEMBER \_\_\_\_\_ seconded the motion and after a full discussion, the same was put to vote with the following results:

Jay Jenkins	Voted: _____
David E. Reddick	Voted: _____
Seyram Selase	Voted: _____
Millie Harris	Voted: _____

The motion, having received an affirmative vote, was carried and the resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Vaughn Stewart  
Mayor

{Seal}

Attest: \_\_\_\_\_  
Alan Atkinson  
City Clerk

## Governmental Lease Purchase Agreement

**Lessor: Hancock Bank  
P.O. Box 4019  
Gulfport, MS 39502**

**Lessee: City of Anniston, Alabama  
P.O. Box 2168  
Anniston, Alabama 36202**

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK (the "Lessor"), and City of Anniston, Alabama (Lessee), a body, corporate and politic, duly organized and existing under the laws of the State of Alabama (the "State") and a governmental entity as defined in Section 41-16A-3(b) of the Code of Alabama, 1975.

#### **WITNESSETH**

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

#### **ARTICLE I**

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows: (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State and a governmental entity as defined in Section 41-16A-3(b) of the Code of Alabama, 1975. (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic and governmental entity. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit "A", or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B". (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee. (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

#### **ARTICLE II**

Definitions: The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F".

"Equipment" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4 01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" - means (i) Hancock Bank, a corporation, acting as Lessor hereunder, (ii) Any surviving, resulting or transferee corporation; and (iii) Except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" - means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

#### **ARTICLE III**

Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

#### **ARTICLE IV**

##### **LEASE TERM**

##### **Section 4.01 Commencement of Lease Term**

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit "F" and shall terminate the last day of Lessee's current fiscal year.

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year, unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI, of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be.

#### **Section 4.02 Termination of Lease Term.**

The Lease Term will terminate upon the earliest of any of the following events: (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6.06; (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII, or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

### **ARTICLE V**

**Enjoyment of Equipment.** Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

### **ARTICLE VI**

#### **RENTAL PAYMENTS**

#### **Section 6.01 Rental Payments to Constitute a Current Expenses of Lessee.**

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

#### **Section 6.02 Payment of Rental Payments.**

Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

#### **Section 6.03 Interest and Principal Component.**

A portion of each Lease Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

#### **Section 6.04 Rental Payments to be Unconditional.**

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental

Payments pending final resolution of such dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

#### **Section 6.05 Continuation of Lease Term by Lessee.**

Lessee intends, subject to the provisions of Section 6.06, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved.

#### **Section 6.06 Non-appropriation.**

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at Least sixty (60) days prior to the end of the then current Original or Renewal Term. If this Agreement is terminated under this Section 6.06, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of Equipment similar in function to the Equipment subject to this Agreement for a period of time equal to the less of (i) five (5) years or (ii) the time elapsing between the date this Agreement terminates as aforesaid and the date indicated in the amortization schedule attached to Exhibit "E" to this Agreement as the first date on which the "balance" or "outstanding balance" is zero. Notwithstanding anything to the contrary contained herein, the provisions of this section shall survive the termination of this Agreement for a period of not less than five (5) years.

### **ARTICLE VII**

#### **TITLE TO EQUIPMENT; SECURITY INTEREST**

#### **Section 7.01 Title To The Equipment**

During the Term of this Agreement, title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, Title to the Equipment shall immediately vest in Lessor, and Lessee will reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

#### **Section 7.02 Security Interest.**

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor, in the Equipment.

#### **Section 7.03 No Replacement of Equipment under Certain Circumstances.**

If the Lessee shall fail to renew the term of this Lease for another Renewal Term at the end of the Original Term or any Renewal Term and shall also fail to exercise its right to purchase the Equipment granted to it by Article XI of the Agreement, then the Lessee represents, covenants and warrants that it will not replace the Equipment with other equipment having a similar function for a period of time equal to the less of (i) five (5) years or (ii) the time elapsing between the date this Agreement terminates as aforesaid and the date indicated in the amortization schedule attached to Exhibit "E" to this Agreement as the first date on which the "balance" or "outstanding balance" is zero. Notwithstanding anything to the contrary contained herein, the provisions of this section shall survive the termination of this Agreement for a period of not less than five (5) years.

**ARTICLE VIII  
MAINTENANCE; MODIFICATION TAXES, EXEMPTION  
FROM FEDERAL TAXATION,  
INSURANCE AND OTHER CHARGES.**

**Section 8.01 Maintenance of Equipment by Lessee.**

Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

**Section 8.02 Taxes, Other Governmental Charges and Utility Charges.**

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the date of imposition of the change of tax treatment through the term of each Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed, and subsequently thereto, as rental

payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax-treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified in the Equipment Lease Schedules.

**Section 8.03 Provisions Regarding Insurance.**

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Bank as an additional insured or loss payee, as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer, such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer, against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately, with regard to property damage insurance, and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8.03, the Lessee may optionally elect to self insure through a self insurance program ("Self-Insurance"), against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self-Insurance shall be in the joint names of the Lessor and Lessee, with the Lessor and Lessee named as loss payees. With regard to any Self-Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee, in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self-Insurance which, Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self-Insurance elected, in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources, under its Self-Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee, and the Lessee's Governing Body, agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self-Insurance. The Lessee, and the Lessee's Governing Body, individually and collectively

understands, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to, the election of Self-Insurance, loss, theft, damage or destruction from any cause whatsoever.

#### **Section 8.04 Advances.**

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

### **ARTICLE IX**

#### **DAMAGES, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

##### **Section 9.01 Damages, Destruction and Condemnation.**

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term; (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or

(B) title to, or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

##### **Section 9.02 Insufficiency of Net Proceeds.**

Provided, the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Property and pay the cost thereof.

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date, plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee. Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

### **ARTICLE X**

#### **DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

##### **Section 10.01 Disclaimer of Warranties.**

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

##### **Section 10.02 Vendor's Warranties.**

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor, all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

##### **Section 10.03 Use of the Equipment.**

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

### **ARTICLE XI**

**Option to Purchase.** At the request of Lessee, Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate: (a) At the end of the Lease Term (including Renewal Terms), upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder; or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price; or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement.

### **ARTICLE XII**

#### **ASSIGNMENT; SUBLEASING; INDEMNIFICATION; MORTGAGING AND SELLING**

##### **Section 12.01 Assignment by Lessor.**

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

##### **Section 12.02 No Sale, Assignment or Subleasing by Lessee.**

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

##### **Section 12.03 Release and Indemnification Covenants.**

To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all

liability obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

### ARTICLE XIII EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

#### Section 13.01 Events of Default by Lessee Defined.

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (c) Breach of any material representation or warranty by Lessee under this Agreement; or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials, or any civil or military authority; insurrections, riot, landslides; earthquakes; fire, storms; droughts; floods; or explosions.

#### Section 13.02 Remedies on Default.

Whenever any event of default referred to in section 13.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) with or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date, plus any

other amounts payable by Lessee hereunder, including, but not limited to, attorney's fees expenses and costs of repossession; (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6.06 and 8.01 hereof;

(c) If the Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

#### Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission 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 and power and may be exercised from time to time and as often as may be deemed expedient.

### ARTICLE XIV

#### LESSOR'S WARRANTIES

#### Section 14.01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that: (a) It has the right to lease the same to Lessee. (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7.02 of this Agreement. (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

### ARTICLE XV

#### MISCELLANEOUS

#### Section 15.01 Notices.

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

#### Section 15.02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

#### Section 15.03 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

#### Section 15.04 Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

#### Section 15.05 Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### Section 15.06 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

#### Section 15.07 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

**Section 15.08 Entire Agreement.**

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first written below.

**LESSOR: HANCOCK BANK**

**LESSEE: City of Anniston , Alabama**

By: \_\_\_\_\_

Jonathan King

Assistant Vice President

As of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

Vaughn Stewart

Mayor

As of \_\_\_\_\_, 2015

**ATTEST:**

By: \_\_\_\_\_

Alan Atkinson

City Clerk

As of \_\_\_\_\_, 2015

**{CITY SEAL}**

**EXHIBIT "A"**  
**RESOLUTION OF LESSEE**

**Attached is an Authorizing Resolution of the City Council adopted at a Council Meeting on  
, 2015.**

**EXHIBIT "B"**

**{ATTACH LEGAL OPINION FROM LESSEE'S COUNSEL}**

**EXHIBIT "C"**  
**CERTIFICATE AS TO ARBITRAGE**

We, the undersigned officers of City of Anniston, Alabama ("Lessee"), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated as of \_\_\_\_\_, 2015 hereby certify that:

1. The Agreement was issued by the Lessee under and pursuant to Section 41-16A-1 *et seq.* of the Code of Alabama, 1975 to finance the acquisition of certain equipment described therein.
2. Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.
3. The Lessee expects to make payments under the Agreement from its general funds and proprietary funds (as necessary) (the "Funds") on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining Funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.
4. The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised that any adverse action by the Council of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands as of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Vaughn Stewart  
Mayor

By: \_\_\_\_\_  
Alan Atkinson  
City Clerk

**EXHIBIT "D"**  
**DESCRIPTION OF EQUIPMENT**

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated as of \_\_\_\_\_, 2015 entered into between Hancock Bank (Lessor) and City of Anniston, Alabama (Lessee) and Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement.

By: \_\_\_\_\_  
Vaughn Stewart  
Mayor

By: \_\_\_\_\_  
Alan Atkinson  
City Clerk

**EXHIBIT "E"**  
**RENTAL PAYMENTS**

Annual rentals on this agreement are **\$48,381.64**. The first rental due on this agreement will be due on the **TBD** day of **TBD 2016** and subsequent Annual rentals will be due each year thereafter. The lease term of this agreement is **Three (3) Annual payments**, with a balloon payment of \$136,149 due 30 days after the 3<sup>rd</sup> payment. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

**EXHIBIT "F"**  
**ACCEPTANCE CERTIFICATE**

The undersigned officers of City of Anniston , Alabama as Lessee, under the Governmental Lease Purchase Agreement (the "Agreement") dated as of \_\_\_\_\_, 2015 with HANCOCK BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

The undersigned officers of the Lessee hereby direct the Lessor to fund this portion of the Agreement by advancing funds for the purchase price of the Equipment hereby accepted as follows:

**CHECK EITHER A OR B BELOW:**

- A) Lessor should pay Vendor directly \_\_\_\_\_
- B) Reimburse Lessee for purchase price already paid by Lessee to Vendor \_\_\_\_\_

By: \_\_\_\_\_  
Vaughn Stewart  
Mayor

By: \_\_\_\_\_  
Alan Atkinson  
City Clerk

**EXHIBIT G**  
**ESSENTIAL USE/SOURCE OF FUNDS LETTER**

TO: HANCOCK BANK

RE: Governmental Lease Purchase Agreement

Gentlemen:

Reference is made to that certain Governmental Lease Purchase Agreement, dated as of January \_\_\_\_\_, 2015 ("Lease"), between Lessor and us, City of Anniston, Alabama as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

By: \_\_\_\_\_  
Vaughn Stewart  
Mayor

By: \_\_\_\_\_  
Alan Atkinson  
City Clerk

**Exhibit H  
BILL OF SALE**

For and in consideration of the purchase price of **\$263,860.00** paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to City of Anniston, Alabama ("Lessee"), or alternately paid to Vendor under our direction, receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto.

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of \_\_\_\_\_ 2015 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement.

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement.

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of the \_\_\_\_\_ of \_\_\_\_\_ 2015.

BY: \_\_\_\_\_  
Vaughn Stewart  
Mayor

BY: \_\_\_\_\_  
Alan Atkinson  
City Clerk

**Exhibit I**

**IRS FORM 8038 (attached to this exhibit)**

**TO BE FILED WITH THE IRS FOR THE PURPOSES OF OBTAINING TAX  
EXEMPTION ON THE LEASE**

**Exhibit J**  
**ASSIGNMENT OF PURCHASE ORDERS**

For value received, City of Anniston , Alabama ("Assignor") does hereby, sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of \_\_\_\_\_, 2015 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

Assignor has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

BY: \_\_\_\_\_  
Vaughn Stewart  
Mayor

BY: \_\_\_\_\_  
Alan Atkinson  
City Clerk

**Exhibit K**  
**ASSIGNMENT OF INVOICES**

For value received, City of Anniston, Alabama ("Assignor") does hereby sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices").

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of \_\_\_\_\_, 2015 by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

BY: \_\_\_\_\_  
Vaughn Stewart  
Mayor

BY: \_\_\_\_\_  
Alan Atkinson  
City Clerk

**EXHIBIT L**

**INSURANCE CERTIFICATES (SEE ATTACHED)**  
**(Hancock should be shown as loss payee and additional insured)**

**EXHIBIT M**  
**AGREEMENT TO TENDER VEHICLE TITLE TO LESSOR**

We, the undersigned officers of City of Anniston, Alabama ("Lessee"), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement (the "Agreement") dated as of \_\_\_\_\_, 2015 hereby agree to give to Hancock Bank ("Lessor") the title to the vehicle being financed through the above referenced Agreement within ten days of receipt of the title from the State of Alabama.

Upon receipt of the vehicle title from the Lessee, Hancock Bank will file a title application with the State of Alabama in order that Hancock Bank may be shown as lien holder on the vehicle.

IN WITNESS WHEREOF, we have hereunto set our hands as of this the \_\_\_ day  
of \_\_\_\_\_, 2015.

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Vaughn Stewart  
Mayor

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Alan Atkinson  
City Clerk

Addendum  
to  
City of Anniston, AL \$263,860.00 Lease Purchase Agreement, Series 2015

The City of Anniston, AL \$263,860.00 Lease Purchase Agreement, Series 2015 is hereby amended as follows:

“LESSOR” – means Whitney Bank, as of April 1, 2014 a State of Mississippi chartered bank doing business in Mississippi, Alabama & Florida under the trade name “Hancock Bank.”

“HANCOCK BANK” - All references to Hancock Bank in the Lease Purchase Agreement referred to herein, and in any supporting documentation thereto means Whitney Bank, doing business as Hancock Bank. Whitney Bank is the bank subsidiary of Hancock Holding Company.

IN WITNESS WHEREOF, we have hereunto set our hands as of this the \_\_\_day  
of \_\_\_\_\_, 2015.

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Vaughn Stewart  
Mayor

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Alan Atkinson  
City Clerk

*(To Be Printed on Attorney Letterhead)*

*(To Be Dated On or After Date of Agreement)*

Hancock Bank  
Public Finance Department  
P.O. Box 4019  
Gulfport, MS 39502

RE: Lease-Purchase of Equipment by City of Anniston, Alabama

Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement"), dated as of \_\_\_\_\_, 2015 between City of Anniston, Alabama ("Lessee") and Hancock Bank (the "Lessor").

We have acted as counsel to the Lessee with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the governing body of the Lessee and any other governing authority, and other instruments of public officials, Lessee, and other persons, as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or contravene any indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound. The Agreement grants the Lessor a valid, first priority security interest in the Equipment.
2. The agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.

3. All required procedures and laws for the purchase of the equipment and the execution, delivery and performance of the Agreement, including competitive bidding, if applicable, have been complied with, and all will be paid out of funds which are legally available for such purposes.
4. With respect to the tax-exempt status of the portion of rental payments under the Agreement, under present law:
  - (a) The Lessee is a body corporate and politic, duly organized and existing under the laws of the State of Alabama.
  - (b) The Lessee has designated the Agreement as a qualified tax-exempt obligation of the Lessee for the purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.
5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations; or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction. The opinions expressed herein are for the sole benefit of and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without prior written consent.

Sincerely,

**RESOLUTION NO. 15-R-\_\_\_\_\_**

**A RESOLUTION ADOPTING A TITLE VI PLAN**

**WHEREAS**, the City of Anniston is a recipient of federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements: and

**WHEREAS**, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**WHEREAS**, the City of Anniston commits to assure that no person shall, on the grounds of race, color national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

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

1. That the City Council approves the proposed Title VI Program in order to comply with the Title VI federal requirements.
2. That the Risk Manager, in his/her capacity, will serve as the Title VI Officer and is authorized to revise and update the plan as necessary.

PASSED AND ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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

**RESOLUTION NO. 15-R-\_\_**

**RESOLUTION ADOPTING ANNUAL FEE SCHEDULE**

WHEREAS, Chapter 2, Section 2.3.2 of "The Code of the City of Anniston, 1981" authorizes the Council to adopt by resolution an annual fee schedule setting forth the administrative fees to be charged by the City for the services and permits identified therein;

WHEREAS, in consideration of the needs and best interests of the City and its citizens, the Council has duly considered, stated and adopted the appropriate administrative fees to be charged by the City, which are set forth in the Calendar Year 2016 Administrative Fee Schedule;

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

Section 1. The Council does hereby adopt the Calendar Year 2016 Administrative Fee Schedule, which shall set and govern the administrative fees to be charged by the City for the services and permits identified therein.

Section 2. The Calendar Year 2016 Administrative Fee Schedule shall take effect on the 1<sup>st</sup> day of January, 2016 and shall continue in force and application until amended by resolution of the Council.

PASSED AND ADOPTED on this the \_\_ day of December 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council Member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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

**RESOLUTION NO. 15-R-\_\_**

**RESOLUTION DESIGNATING LOCATIONS FOR THE  
INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS BY  
THE ANNISTON WATER WORKS AND SEWER BOARD**

WHEREAS, the City of Anniston authorized the formation of the Anniston Water Works and Sewer Board (the "Board"), a public corporation, for the purpose of operating a water and sewer system for and on behalf of the City and its citizens;

WHEREAS, in granting the Board a franchise to operate said systems, and as a term and condition of the City's transfer and conveyance to the Board of the its entire waterworks plant and system and its entire sanitary sewer plant and system, the Board shall install, keep and maintain an adequate number of fire hydrants to provide reasonable fire protection in the City and its police jurisdiction upon resolution of the City Council designating the specific locations for the fire hydrants;

WHEREAS, in consultation with the Chief of the Fire Department, and in consideration of the Chief's recommendations, the City Council finds and determines that fire hydrants are due to be installed, kept and/or maintained at the specific locations identified in Exhibit A, attached hereto.

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

Section 1. The Council does hereby find and determine that fire hydrants are due to be installed, kept and/or maintained at the specific locations identified in Exhibit A so that there may be an adequate number of fire hydrants to provide reasonable fire protection within the City.

Section 2. The Council does hereby exercise its right, codified in Chapter 32, Section 32.3 of "The Code of the City of Anniston, 1981", to call upon and require the Board to install, keep and/or maintain fire hydrants at the specific locations identified in Exhibit A.

Section 3. The City Clerk is hereby ordered and directed to cause a copy of this Resolution to be delivered to the Board so as to provide notice of its obligation to install, keep and/or maintain fire hydrants at the specific locations identified in Exhibit A.

PASSED AND ADOPTED on this the \_\_\_ day of December 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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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"

	<b>HYDRANT LOCATION</b>	<b>PLUG NUMBER</b>	<b>GPS Coordinates</b>	
1	14th Army Band Rd 35	34-28	<b>33.7249717</b>	<b>-85.7987113</b>
2	14th Army Band Rd.—Bldg. 2252	34-30	<b>33.7243963</b>	<b>-85.7976642</b>
3	Access Rd N of Ranger Ave 200'W of Goode Rd	M13-3	<b>33.74742685</b>	<b>-85.77833445</b>
4	AMPRO (bldg 350) 515	M36-2	<b>33.730055</b>	<b>-85.7757864</b>
5	Armor Rd 33 & Essayons	M34-26	<b>33.7298345</b>	<b>-85.7870262</b>
6	Avery Dr 34	M47-2	<b>33.7228408</b>	<b>-85.8036851</b>
7	Avery Dr across from 71	M46-2	<b>33.722126</b>	<b>-85.803766</b>
8	Avery Drive between 132 & 186	M47-4	<b>33.720458</b>	<b>-85.803324</b>
9	Avery Drive 186	M47-8	<b>33.7212898</b>	<b>-85.8034881</b>
10	Avery Dr (5th S of Baltzell) 274	M47-60	<b>33.719</b>	<b>-85.802</b>
11	Avery Dr (6th S of Baltzell) 310	M47-62	<b>33.718611</b>	<b>-85.802741</b>
12	Avery Dr (7th S of Baltzell) 384	M47-64	<b>33.717559</b>	<b>-85.803261</b>
13	Avery Dr (8th S side of street) 476	M46-36	<b>33.717033</b>	<b>-85.804379</b>
14	Avery Dr (9th plug S of Baltzell) 506	M46-34	<b>33.717002</b>	<b>-85.804838</b>
15	Avery Dr (10th S of Baltzell) 540	M46-32	<b>33.717125</b>	<b>-85.805801</b>
16	Avery Dr (11th S of Baltzell) 595	M46-30	<b>33.717274</b>	<b>-85.806774</b>
17	Baltzell Gate Rd cul-de-sac 880	M47-20	<b>33.7203136</b>	<b>-85.7966384</b>
18	Bel Air Rd 294	51.1-11	<b>33.7070556</b>	<b>-85.8151041</b>
19	Bel Air Rd 356	51.1-2	<b>33.7079358</b>	<b>-85.8160531</b>
20	Berman Rd & Ruskin Rd 500'N of intersection	M50-8	<b>33.7200706</b>	<b>-85.7770455</b>
21	Berman Rd & Town Center Dr	M62-22	<b>33.7156995</b>	<b>-85.7883612</b>

22	Berman Rd. & Idaho	M63-2	<b>33.7161192</b>	<b>-85.7872473</b>
23	Berman Rd 50yd W of Denison Ln.	M49-50	<b>33.7176361</b>	<b>-85.7807427</b>
24	Berman Rd 940	M49-66	<b>33.719753</b>	<b>-85.7774031</b>
25	BG D.H. Stem Ave 176	M75-12	<b>33.708136</b>	<b>-85.7955046</b>
26	BG D.H. Stem Ave Bldg 3183	M76-2	<b>33.7086816</b>	<b>-85.7937815</b>
27	BG D.H. Stem Av. Bldg. 3182	M76-10	<b>33.7923374</b>	<b>-85.7923374</b>
28	BG D.H. Stem & General Ln.	M62-38	<b>33.7092406</b>	<b>-85.7909495</b>
29	Blackmon Rd & Heat St	m63-42	<b>33.7117361</b>	<b>-85.7813726</b>
30	Blackmon Rd 1500'S of Heat St	M63-52	<b>33.7091654</b>	<b>-85.7791349</b>
31	Blackmon Rd 500'NW of Baldwin Dr	M77-38	<b>33.7083916</b>	<b>-85.7783394</b>
32	Bradley Ln NW of St Clair	M64-46	<b>33.7075</b>	<b>-85.77</b>
33	Braham St 100 NE corner	M61-58	<b>33.7106392</b>	<b>-85.8009527</b>
34	Braham St 71	M61-56	<b>33.7103448</b>	<b>-85.8024319</b>
35	Braham St 100 W end	M61-57	<b>33.7101586</b>	<b>-85.8014023</b>
36	Brax Rd 19	51.1-10	<b>33.7069755</b>	<b>-85.8145346</b>
37	Buckner Circle 236	M61-22	<b>33.7198287</b>	<b>-85.7975531</b>
38	Buckner Cir. 495	M47-36	<b>33.7172817</b>	<b>-85.7951141</b>
39	Buckner Circle & Headquarters Rd.	M47-32	<b>33.7198539</b>	<b>-85.7975659</b>
40	Buckner Circle & Jarvis St 91	M47-48	<b>33.7175083</b>	<b>-85.7970767</b>
41	Buckner Circle & Jarvis St N 441	M47-46	<b>33.718388</b>	<b>-85.79556</b>
42	Buckner Circle @ HQ Rd 131	M47-44	<b>33.71751</b>	<b>-85.7970826</b>
43	Buckner Circle 1000'W HQ Rd 301	M47-30	<b>33.7195603</b>	<b>-85.7969029</b>

44	Buckner Circle 1000'E of Jarvis St 546	M62-2	<b>33.7165516</b>	<b>-85.79483</b>
45	Buckner Circle 1500'W HQ Rd 177	M47-40	<b>33.7180073</b>	<b>-85.7974432</b>
46	Buckner Circle 457	M47-38	<b>33.7178721</b>	<b>-85.7954723</b>
47	Buckner Circle 500'E Jarvis St 55	M47-50	<b>33.7165813</b>	<b>-85.7963503</b>
48	Buckner Circle 500'E of Shelby Cir 477	M47-52	<b>33.7175243</b>	<b>-85.7952559</b>
49	Care Dr & American Red Cross Dr	M49-15	<b>33.7210768</b>	<b>-85.7855642</b>
50	Care Dr & Native Ln	M49-42	<b>33.7189781</b>	<b>-85.7835992</b>
51	Care Dr 150'W of Global Dr	M48-14	<b>33.7225715</b>	<b>-85.7869421</b>
52	Care Dr. SE corner FEMA parking lot	M34-48	<b>33.7244227</b>	<b>-85.7893174</b>
53	Care Dr. SE side FEMA Training Cntr.	M34-44	<b>33.7238233</b>	<b>-85.7880416</b>
54	Cassell Way 215	78-20	<b>33.7037494</b>	<b>-85.7762336</b>
55	Cassell Way 145	78-18	<b>33.7040113</b>	<b>-85.7759003</b>
56	Castle Ave & 14th Army Band Rd.	34-22	<b>33.7258025</b>	<b>-85.7961187</b>
57	Castle Av. & PX Rd.	M49-46	<b>33.7174685</b>	<b>-85.7840382</b>
58	Castle Ave 201	34-34	<b>33.7248255</b>	<b>-85.7960626</b>
59	Castle Ave & Berman Rd. E of Intersection	M49 - M63	<b>33.7171667</b>	<b>-85.7836667</b>
60	Castle Ave 97	34-32	<b>33.7252861</b>	<b>-85.7968939</b>
61	Castle Ave E side 32	34-26	<b>33.725877</b>	<b>-85.797971</b>
62	Coosa Dr 50' from Iron Mountain Rd	M64-12	<b>33.7140233</b>	<b>-85.7747474</b>
63	Coxwell Ava & Branham St	M61-54	<b>33.7102853</b>	<b>-85.8032794</b>
64	Coxwell Ave & Howland St	M61-52	<b>33.7114147</b>	<b>-85.8032785</b>
65	Coxwell Ave & Sydeeham Ave	M61-4	<b>33.7140886</b>	<b>-85.8035909</b>

66	Coxwell Ave 401	M61-6	<b>33.7134527</b>	<b>-85.8035627</b>
67	Coxwell Ave 100yds N of Shipley 289	M61-2	<b>33.7155998</b>	<b>-85.8031626</b>
68	Coxwell Ave 477	M61-50	<b>33.7128205</b>	<b>-85.8034902</b>
69	Dekalb Court Bldg. 935 294	12-Apr	<b>33.7162383</b>	<b>-85.7799187</b>
70	Dekalb Ct 136	M49-62	<b>33.7171845</b>	<b>-85.7794188</b>
71	Dekalb Ct 78	M49-70	<b>33.7165123</b>	<b>-85.7794402</b>
72	Dekalb Ct across from 28	M63-30	<b>33.7161527</b>	<b>-85.7808005</b>
73	Denison Ln & Twill Ln	M49-52	<b>33.7186391</b>	<b>-85.7809616</b>
74	Derby & Justice N intersection	M76-20	<b>33.7093853</b>	<b>-85.7896393</b>
75	Dolce Ln 1st Plug from 13th Ave	M61-42	<b>33.7099952</b>	<b>-85.7956406</b>
76	Dolce Ln 2nd Plug from 13th Ave	M61-44	<b>33.70957</b>	<b>-85.7976568</b>
77	Drennen Dr 159	m61-28	<b>33.714024</b>	<b>-85.795535</b>
78	DuPont Dr N side 131	13-32	<b>33.7316094</b>	<b>-85.7969181</b>
79	DuPont Dr S side 131	13-34	<b>33.7313026</b>	<b>-85.7968711</b>
80	Eglin Ave & Twill Dr 200'E	M49-58	<b>33.7194783</b>	<b>-85.7792636</b>
81	Eglin Ave & Wall St 100'S	M35-36	<b>33.7250484</b>	<b>-85.7841325</b>
82	Eglin Ave & Pappy Dunn 500'N	M49-8	<b>33.723049</b>	<b>-85.7822414</b>
83	Eglin Ave 30'S of Pappy Dunn	M49-38	<b>33.7215346</b>	<b>-85.7802357</b>
84	Exchange Ave & Justice Ave	M62-30	<b>33.7121719</b>	<b>-85.7906351</b>
85	Exchange Ave & Town Center Dr (corner)	M62-28	<b>33.7108321</b>	<b>-85.7873783</b>
86	Exchange Ave (PX) across from 171	M62&M63	<b>33.7068333</b>	<b>-85.784</b>
87	Exchange Ave (front door) 111	M63-8	<b>33.7141017</b>	<b>-85.7858642</b>

88	Exchange Ave S end of PX 171	M63-12	<b>33.7127718</b>	<b>-85.7857214</b>
89	Falcon Rd & Goode Rd N of intersection	M13-2	<b>33.7429102</b>	<b>-85.7775241</b>
90	Falcon Rd 400'E of Goode Rd	M12-11	<b>33.7431348</b>	<b>-85.7782648</b>
91	Federal Way & Goode Rd	M34-56	<b>33.7261245</b>	<b>-85.7905447</b>
92	Federal Way & Lennox Ave	M48-4	<b>33.7198728</b>	<b>-85.7929987</b>
93	Federal Way (Truman Gym) 690	M34-16	<b>33.7279956</b>	<b>-85.7920557</b>
94	Federal Way front 415	M34-2	<b>33.7302746</b>	<b>-85.7939458</b>
95	Federal Way --Behind Child Dev. Center	M34-58	<b>33.7245499</b>	<b>-85.791439</b>
96	Felwood Ln. 300' E of Iron Mtn.	M64-24	<b>33.7085</b>	<b>-85.7705</b>
97	Felwood Ln. & Garcia Dr.	M64-26	<b>33.7088333</b>	<b>-85.7701667</b>
98	Fire Station 3 (behind)	M62-10	<b>33.7151966</b>	<b>-85.7925562</b>
99	First Ave 500'SE of water tank	M50-42	<b>33.7338025</b>	<b>-85.7849274</b>
100	First Ave below water tank	M50-22	<b>33.7204357</b>	<b>-85.7716021</b>
101	Foxley Rd 100 yds N of Lamp 210	35-36	<b>33.7184184</b>	<b>-85.8158898</b>
102	Foxley Rd. 415	51-11	<b>33.7203118</b>	<b>-85.8133856</b>
103	Foxley Rd @ Holland Ct 448	35-22	<b>33.7210091</b>	<b>-85.8133538</b>
104	Foxley Rd @ Lamp Rd 144	35-38	<b>33.717525</b>	<b>-85.816255</b>
105	Foxley Rd S of Lamp Rd 76	51-11	<b>33.7164286</b>	<b>-85.816558</b>
106	Freemont Rd inside fence 1424	13.1-18	<b>33.7375304</b>	<b>-85.7868814</b>
107	Freemont Rd 300'N of Pappy Dunn	M49-14	<b>33.7216988</b>	<b>-85.7843161</b>
108	Freemont Rd S of Bldg 380	M49-4	<b>33.7226956</b>	<b>-85.7852533</b>
109	Freemont Rd. 400' S of Goode	M34-32	<b>33.7258637</b>	<b>-85.7881948</b>

110	Freemont Rd. across from baseball field	34-13	<b>33.7298736</b>	<b>-85.7908121</b>
111	Fremont Ave & Pappy Dunn NE corner	M49-20	<b>33.72075</b>	<b>-85.7833963</b>
112	Fremont Rd & Militia Rd SW corner	13.1-40	<b>33.7311204</b>	<b>-85.7907784</b>
113	Fremont Rd & Patriot Rd SE corner	13.1-50	<b>33.7337847</b>	<b>-85.7910457</b>
114	Fremont Rd 100 yds N of Wall St	M34-37	<b>33.7248632</b>	<b>-85.7872512</b>
115	Fremont Rd S side 500' S of Fremont & Goode intersection	M34-30	<b>33.725295</b>	<b>-85.7879915</b>
116	Fremont Rd SW corner 75'N of Armor inter.	M34-18	<b>33.7279836</b>	<b>-85.790192</b>
117	Fremont Rd Bldg 1001 1198	13.1-46	<b>33.73226</b>	<b>-85.7923261</b>
118	Galley Av. & Dekalb Ct.		<b>33.7161527</b>	<b>-85.7808005</b>
119	Galloway Gate N side	13-28	<b>33.7334375</b>	<b>-85.7951555</b>
120	Galloway Gate Rd & Castle Ave	34-24	<b>33.7264846</b>	<b>-85.7989149</b>
121	Galloway Gate Rd & Dupont Dr	13-30	<b>33.7328844</b>	<b>-85.7959111</b>
122	Galloway gate rd. 14th Army Ban rd. Corner	34-40	<b>33.7254729</b>	<b>-85.7996392</b>
123	Galloway Rd bldg 2281 541	34-16	<b>33.7276044</b>	<b>-85.7982946</b>
124	Galloway Rd 541	34-14	<b>33.7292453</b>	<b>-85.7968805</b>
125	Galloway Rd 654	34-12	<b>33.7301306</b>	<b>-85.7961257</b>
126	Gamecock Cir.	M62-50	<b>33.7058333</b>	<b>-85.7903333</b>
127	General Ln 30	M76-14	<b>33.7090265</b>	<b>-85.7913244</b>
128	General Ln 76	M76-18	<b>33.706249</b>	<b>-85.7915899</b>
129	General LN. Bldg. 59	M76-14	<b>33.7090265</b>	<b>-85.7913244</b>
130	General Ln 75'E of	M62-38	<b>33.7092406</b>	<b>-85.7909495</b>
131	Global Dr 100'S of Care Dr	M48-13	<b>33.7213554</b>	<b>-85.7870802</b>

132	Goode Rd & Eglin Ave 500'S	M34-36	<b>33.7271436</b>	<b>-85.7862449</b>
133	Goode Rd & Fremont SE corner	M34-44	<b>33.7238266</b>	<b>-85.7880416</b>
134	Goode Rd 162	M34-34	<b>33.7273981</b>	<b>-85.7882699</b>
135	Halifax Dr 474	M63-68	<b>33.706369</b>	<b>-85.7700348</b>
136	Halifax Dr front 621	M77-30	<b>33.7084808</b>	<b>-85.7809073</b>
137	Halifax Dr SE cnr 474	M63-60	<b>33.7091951</b>	<b>-85.7827226</b>
138	Halifax Dr. 1207 NE corner	M78-14	<b>33.7050336</b>	<b>-85.7758845</b>
139	Halifax Dr side of bldg 621	M77-32	<b>33.707859</b>	<b>-85.780059</b>
140	Halifax N corner 730	M77-34	<b>33.7072251</b>	<b>-85.780084</b>
141	Halifax Ave & Halstrom Rd	M63-14	<b>33.7139171</b>	<b>-85.784472</b>
142	Halifax Ave 100'S of Heat Way	M63-62	<b>33.7100225</b>	<b>-85.7828563</b>
143	Halifax --200 yds. S of Warbler Ln.	M77-6	<b>33.7081563</b>	<b>-85.7847691</b>
144	Halifax Ave 300'S of Heat Way	M77-10	<b>33.7091247</b>	<b>-85.782329</b>
145	Halifax Ave behind PX near loading dock	M63-16	<b>33.7133946</b>	<b>-85.7843075</b>
146	Halifax Dr NW corner 474	M63-66	<b>33.7100995</b>	<b>-85.7839356</b>
147	Halifax & Cassell Way Int	M78-16	<b>33.7045946</b>	<b>-85.7753953</b>
148	Hanna Av. & Armor Rd.--NE corner	M34-20	<b>33.7297689</b>	<b>-85.78877105</b>
149	Hanna Ave & Barnes	M34-22	<b>33.730981</b>	<b>-85.78889466</b>
150	Hanna Ave & Logistics	13.1-30	<b>33.7322276</b>	<b>-85.7892536</b>
151	Hanna Ave & Stacey Rd	13.1-22	<b>33.735312</b>	<b>-85.8889466</b>
152	Hanna Ave & Trenchhill Rd	13.1-12	<b>33.7373922</b>	<b>-85.7894676</b>
153	Hanna Ave 30'S of Signal Rd	13.1-28	<b>33.7335552</b>	<b>-85.7890734</b>

154	Hanna Ave 450	13.1-14	<b>33.7363901</b>	<b>-85.7895616</b>
155	Headquarters Dr 180	M61-24	<b>33.7160374</b>	<b>-85.7956637</b>
156	Headquarters Dr 1210	M62-6	<b>33.7163334</b>	<b>-85.7960026</b>
157	Hewitt Dr SE cnr of parking lot 82	M63-70	<b>33.7107654</b>	<b>-85.7838905</b>
158	Hewitt Dr 100'W of Halifax	M63-74	<b>33.7116767</b>	<b>-85.784515</b>
159	Hewitt Dr 300' from Town Center Dr	M63-80	<b>33.7114018</b>	<b>-85.7859434</b>
160	Hewitt Dr 50' from Town Center Dr	M62-34	<b>33.7112244</b>	<b>-85.78653</b>
161	Idaho—200 yds S of Lee Joe	M48-48	<b>33.7166338</b>	<b>-85.7876844</b>
162	Iron Mountain & Berman Rd 100'W	M49-60	<b>33.7189638</b>	<b>-85.7791878</b>
163	Iron Mountain and Lauren Rd	M50-34	<b>33.7182139</b>	<b>-85.7772915</b>
164	Iron Mountain Rd & Fellwood Lane	M64-22	<b>33.7180704</b>	<b>-85.7773011</b>
165	Iron Mountain Rd. and Coosa Dr.	M64-14	<b>33.145868</b>	<b>-85.7742</b>
166	Iron Mtn. rd. 50' s. Mead Circle	50-36	<b>33.7167359</b>	<b>-85.7763892</b>
167	Iron Mountain Rd 6250	M63-20	<b>33.7135529</b>	<b>-85.7820482</b>
168	Iron Mountain Rd 6335	M64-16	<b>33.7152123</b>	<b>-85.7748718</b>
169	Iron Mountain Rd 6373	M64-4	<b>33.7160986</b>	<b>-85.7758722</b>
170	Iron Mountain Rd behind 6295	M64-10	<b>33.7143402</b>	<b>-85.7749752</b>
171	Jarvis St rear 150'W of HQ Dr 1096	M48-26	<b>33.7169916</b>	<b>-85.7940682</b>
172	Jarvis St rear 450'W of HQ Dr	M48-58	<b>33.717984</b>	<b>-85.794623</b>
173	Jimmy Parks Blvd & Lennox Ave	M48-30	<b>33.7185882</b>	<b>-85.7906694</b>
174	Jimmy Parks Blvd 100 yds S of Castle Ave	M48-80	<b>33.7199488</b>	<b>-85.7890488</b>
175	Jimmy Parks Blvd 100yds N of Baltzell Gate Rd	M48-32	<b>33.7178351</b>	<b>-85.7910045</b>

176	Jimmy Parks Blvd 200 yds S of Castle Ave	M48- 44	<b>33.7182414</b>	<b>-85.7899485</b>
177	Justice Ave & BG DH Stem	M76-20	<b>33.7093853</b>	<b>-85.7896393</b>
178	Justice Ave & Reggie Ave	M76-18	<b>33.706249</b>	<b>-85.7915899</b>
179	Justice Ave 379	M76-24	<b>33.7072433</b>	<b>-85.7893454</b>
180	Langley Ave 1000'S of Wilhelm Ln	M63-46	<b>33.7096773</b>	<b>-85.7778774</b>
181	Langley Ave 1500'S of Wilhelm Ln	M64-50	<b>33.7084394</b>	<b>-85.7763903</b>
182	Langley Ave 500'S of Wilhelm Ln	M63-44	<b>33.7117659</b>	<b>-85.7792571</b>
183	Lauren Rd & Micron Way 300'W of int of	M50-30	<b>33.7197076</b>	<b>-85.7751643</b>
184	Lauren Rd & Ruskin Ave corner	M50-14	<b>33.7210971</b>	<b>-85.7728174</b>
185	Lennox Ave --100 yards East of Feral Way	M48-22	<b>33.7198674</b>	<b>-85.7929934</b>
186	Lennox between Jimmy Parks Blvd	M48-42	<b>33.7177868</b>	<b>-85.7891244</b>
187	Littlebrant Dr 1573	51.1-15	<b>33.7079241</b>	<b>-85.8133947</b>
188	Littlebrant Dr 1443	51.1-19	<b>33.7089422</b>	<b>-85.815178</b>
189	Littlebrant Dr 1507	51.1-17	<b>33.7085014</b>	<b>-85.8144308</b>
190	Littlebrant Dr 1711	M74-6	<b>33.7131039</b>	<b>-85.8142597</b>
191	Littlebrant Dr 1424	50-30	<b>33.7093191</b>	<b>-85.8160067</b>
192	Littlebrant Dr 200'NE 699	M46-24	<b>33.7187328</b>	<b>-85.8111545</b>
193	Littlebrant Dr 500'NE 647	M46-22	<b>33.7193033</b>	<b>-85.8108193</b>
194	Littlebrant Dr 750'NE 621	M46-20	<b>33.7195697</b>	<b>-85.8106318</b>
195	Littlebrant Drive 980	51-20	<b>33.714639</b>	<b>-85.8149682</b>
196	Longhorn Ln & Freemount Av.	M49-2	<b>33.7239123</b>	<b>-85.7863652</b>
197	Mead Cir between #17-#21	M63-	<b>33.7160683</b>	<b>-85.7798944</b>

198	MG Mary Clarke Blvd 72	13.1-4	<b>33.7346443</b>	<b>-85.7933352</b>
199	MG Mary Clark Blvd & Fremont Rd SW corner	13.1-6	<b>33.7348483</b>	<b>-85.791347</b>
200	Micron Way & 500'SW of Int of Lauren Rd	M50-32	<b>33.7199393</b>	<b>-85.7741093</b>
201	Militia Rd 100'W of Fremont Rd	M34-4	<b>33.7311368</b>	<b>-85.7914723</b>
202	Militia rd. and Federal Way	13-36	<b>33.7309632</b>	<b>-85.7954847</b>
203	Minuteman and Logistic	13.1-34	<b>33.7323625</b>	<b>-85.7863738</b>
204	Minuteman Ave & Signal	13.1-26	<b>33.7336009</b>	<b>-85.7868814</b>
205	Minuteman Ave & Trenchhill Rd SW corner	13.1-18	<b>33.7375304</b>	<b>-85.7868814</b>
206	Minuteman Ave 50'S of Trench Hill Rd	13.1-20	<b>33.7363361</b>	<b>-85.78683</b>
207	Minuteman Ave 241	13.1-34	<b>33.7323625</b>	<b>-85.7863738</b>
208	Minuteman Ave 121	M35-2	<b>33.731096</b>	<b>-85.7862517</b>
209	Minuteman Ave 65	M35-4	<b>33.7299461</b>	<b>-85.7861211</b>
210	Morton Dr 1000'N 580	35-10	<b>33.7204118</b>	<b>-85.8163853</b>
211	Morton Dr 700'N 524	35-50	<b>33.7194732</b>	<b>-85.816861</b>
212	Morton Dr 200'N 432	35-52	<b>33.7183445</b>	<b>-85.8173497</b>
213	Morton Dr 300'W 229	51-6	<b>33.7157083</b>	<b>-85.8174967</b>
214	Morton Dr 50'SE 372	35-54	<b>33.7176518</b>	<b>-85.8175917</b>
215	Morton Dr 600'W 312	51-4	<b>33.7164354</b>	<b>-85.8179143</b>
216	Morton and Norcross		<b>33.721313</b>	<b>-85.811717</b>
217	Morton Rd 193	51-13	<b>33.7218231</b>	<b>-85.812948</b>
218	Morton Rd 16	35-44	<b>33.7221818</b>	<b>-85.8142191</b>
219	Nelson St & Berman Rd NW corner	M63-2	<b>33.7161192</b>	<b>-85.7872473</b>

220	Ossington Ave & Bass Ln	M47-70	<b>33.7165093</b>	<b>-85.8010161</b>
221	Ossington Ave & Shanley Ave NW corner	M61-8	<b>33.7149591</b>	<b>-85.8005801</b>
222	Ossington Ave 100yds S of Baltzell Gate Rd	M47-10	<b>33.7217438</b>	<b>-85.8023315</b>
223	Ossington Ave 175'N of Bass Ln	M47-68	<b>33.7176131</b>	<b>-85.8007257</b>
224	Ossington--South of Baltzell	M47-6	<b>33.7211761</b>	<b>-85.8023792</b>
225	Ossington Ave 330'N of Howland St	M61-16	<b>33.7140037</b>	<b>-85.7999678</b>
226	Ossington Rd 781	M61-40	<b>33.7123134</b>	<b>-85.7990882</b>
227	Palisades Rd 151	M74-18	<b>33.7308759</b>	<b>-85.7939825</b>
228	Palisades Rd 305	M74-20	<b>33.7295196</b>	<b>-85.7938108</b>
229	Palisades Rd 253	M74-22	<b>33.7309294</b>	<b>-85.7955275</b>
230	Palisades Rd 357	M74-24	<b>33.7067779</b>	<b>-85.8104316</b>
231	Palisades Rd 455	M74-26	<b>33.7097624</b>	<b>-85.8136417</b>
232	Palisades Rd 51	M74-16	<b>33.6235224</b>	<b>-86.078125</b>
233	Palisades Rd 97	M74-14	<b>33.76977</b>	<b>-86.1660156</b>
234	Pappy Dunn & Eglin Ave 1000'N	M35-38	<b>33.7229009</b>	<b>-85.7821193</b>
235	Pappy Dunn & Eglin Ave NW corner	M49-22	<b>33.7220925</b>	<b>-85.78137</b>
236	Pappy Dunn 314--East Entrance	M49-26	<b>33.7228095</b>	<b>-85.7798371</b>
237	Pappy Dunn 314--Front Entrance	M49-24	<b>33.7226693</b>	<b>-85.7801548</b>
238	Pappy Dunn 314--West Entrance	M49-28	<b>33.721384</b>	<b>-85.7805106</b>
239	Parliament & Fremont Rd	M34-18	<b>33.7279836</b>	<b>-85.790192</b>
240	Patriot Rd 1218 Building 417B	13.1-	<b>33.7339822</b>	<b>-85.7880036</b>
241	Patriot Rd & Regimental Ave SE cnr	13.1-52	<b>33.7333128</b>	<b>-85.7942164</b>

242	Pine Tree Dr & Realm Dr.	M49-54	<b>33.7196288</b>	<b>-85.7809978</b>
243	Pine Tree Dr W side 101	M49-44	<b>33.7191448</b>	<b>-85.7822495</b>
244	Pine Tree Drive 224	M49-56	<b>33.7201343</b>	<b>-85.7803063</b>
245	Powers Ave 100'E of HQ Drive 252	M61-30	<b>33.7138679</b>	<b>-85.7953608</b>
246	Powers Ave 250yds E of Baltzell 615C	M61-26	<b>33.7151792</b>	<b>-85.7963396</b>
247	Ranger Ave 159	M23-24	<b>33.7322949</b>	<b>-85.7849381</b>
248	Ranger Ave 302	M23-22	<b>33.7340239</b>	<b>-85.7851178</b>
249	Ranger Ave / North of (near airfield)	M12-12	<b>33.7417074</b>	<b>-85.7806787</b>
250	Ranger Ave 400'NW	M23-10	<b>33.734735</b>	<b>-85.7855818</b>
251	Ranger Ave Parking lot across from 157	M23-26	<b>33.7315245</b>	<b>-85.7848657</b>
252	Realm St & Pine Tree Drive NE of	M49-40	<b>33.7204357</b>	<b>-85.7809899</b>
253	Reggie Ave in woods 50	M76-32	<b>33.7028333</b>	<b>-85.7883333</b>
254	Regimental Dr 235	13.1-44	<b>33.7320284</b>	<b>-85.7941557</b>
255	Regimental Ave & MG Mary Clark Blvd SE cnr	13.1-2	<b>33.7345889</b>	<b>-85.7943602</b>
256	Regimental Ave & Militia Rd	13.1-42	<b>33.7312902</b>	<b>-85.794077</b>
257	Responder Dr SW side DOJ bldg 61	M34-6	<b>33.729961</b>	<b>-85.7931956</b>
258	Responder Dr Front DOJ bldg 61	M34-8	<b>33.7296993</b>	<b>-85.7923199</b>
259	Rowenwood St 51	M61-17	<b>33.7124979</b>	<b>-85.8003713</b>
260	Rucker St 457	M76-30	<b>33.704065</b>	<b>-85.7929382</b>
261	Rucker St 50 yds S 215	M76-34	<b>33.7027706</b>	<b>-85.7931205</b>
262	Rucker St N side of parking lot 283	M76-4	<b>33.7080581</b>	<b>-85.7942361</b>
263	Rucker St S Driveway 283	M76-6	<b>33.7071118</b>	<b>-85.7934053</b>

264	Rucker St & Game Cock Circle	M62-52	<b>33.7058333</b>	<b>-85.7911667</b>
265	Rucker st. and Justice	M76-8	<b>33.7059516</b>	<b>-85.7933295</b>
266	Ruskin Ave & Berman Rd 500'SE	M50-12	<b>33.7210767</b>	<b>-85.7715199</b>
267	Ruskin Ave & Regent St	M50-4	<b>33.7230225</b>	<b>-85.7756635</b>
268	Second Ave behind parking area	M35-6	<b>33.7280033</b>	<b>-85.7855618</b>
269	Seventh and Essayons	13.1-32	<b>33.7321461</b>	<b>-85.7875401</b>
270	Shanly Ave 126	M61-14	<b>33.7131668</b>	<b>-85.8016725</b>
271	Shanly Ave & Howland	M61-60	<b>33.7114627</b>	<b>-85.8015351</b>
272	Shanly Ave & Rowenwood St	M61-64	<b>33.712627</b>	<b>-85.8017743</b>
273	Sharp Rd 45	M74-2	<b>33.7052318</b>	<b>-85.8112525</b>
274	Sharp Rd 150	M74-8	<b>33.7057171</b>	<b>-85.8113682</b>
275	Sharp Rd 149	M74-10	<b>33.7078502</b>	<b>-85.8110038</b>
276	Sharp Rd 222	M74-12	<b>33.7088177</b>	<b>-85.8108188</b>
277	Shelby Ct & Buckner Cir 31	M47-34	<b>33.7191241</b>	<b>-85.7961078</b>
278	Shipley Rd (100yds E of Coxwell) 891	M60-2	<b>33.7139754</b>	<b>-85.8051106</b>
279	Shipley Rd (50yds E of Coxwell) 922	M60-4	<b>33.7136845</b>	<b>-85.8043445</b>
280	Shipley Rd 100yds E of Baker Gate111	35-18	<b>33.721445</b>	<b>-85.815589</b>
281	Shipley Rd 111	35-12	<b>33.7213847</b>	<b>-85.8155556</b>
282	Shipley Rd 2nd N of Shipley 155	35-32	<b>33.7199533</b>	<b>-85.8138935</b>
283	St Clair Rd & Blackmon Rd NE side	M63-18	<b>33.7145213</b>	<b>-85.782985</b>
284	St clair Rd & Blackmon SE side	M63-34	<b>33.7146427</b>	<b>-85.7787057</b>
285	St Clair Rd & Lennox Ave	M63-22	<b>33.7161162</b>	<b>-85.7831187</b>

286	Stem Ave Boiler Plant Parking Lot	M62-46	<b>33.7103492</b>	<b>-85.7929218</b>
287	Stem AV. Bldg. 3182	M76-10	<b>33.7085762</b>	<b>-85.7923374</b>
288	Summerall Gate Rd 889	M75-6	<b>33.7078412</b>	<b>-85.8052822</b>
289	Summerall Gate Rd & Exchange Ave	M62-44	<b>33.7115696</b>	<b>-85.7924811</b>
290	Summerall Gate Rd 100'W of Exchange Ave	M62-48	<b>33.7110299</b>	<b>-85.7935061</b>
291	Sydeeham Ave & Shanly Ave	M61-10	<b>33.7141297</b>	<b>-85.8010935</b>
292	Sydeeham Ave & Ossington Ave.	M61-12	<b>33.7141004</b>	<b>-85.8018668</b>
293	Town Center Dr 1000'SE 621	M77-22	<b>33.7062908</b>	<b>-85.7825725</b>
294	Town Center Dr 401	M63-78	<b>33.710494</b>	<b>-85.785614</b>
295	Town Center Dr across from 921	M77-46	<b>33.7065499</b>	<b>-85.7777179</b>
296	Town Center Dr Front 621	M77-20	<b>33.706877</b>	<b>-85.7835544</b>
297	Town Center Dr NE corner 921	M77-6	<b>33.7081563</b>	<b>-85.7847691</b>
298	Town Center Dr NE corner rear 621	M77-14	<b>33.7069637</b>	<b>-85.7827454</b>
299	Town Center Dr NW corner 921	M77-44	<b>33.7064235</b>	<b>-85.7783995</b>
300	Town Center Dr W side 401	M63-64	<b>33.709683</b>	<b>-85.7859441</b>
301	Town Center Dr across from 1207	M78-12	<b>33.705523</b>	<b>-85.7759761</b>
302	Town Center Dr	M77-20	<b>33.706877</b>	<b>-85.7835544</b>
303	Town Center rd. bld. 1601 parking lot	77-60	<b>33.7051361</b>	<b>-85.7789947</b>
304	Transport Rd W of Jimmy Parks Blvd	M48-40	<b>33.7175652</b>	<b>-85.7916899</b>
305	Transportation Rd 100 yds E of Baltzell	M48-28	<b>33.7175921</b>	<b>-85.7917157</b>
306	Transportation Rd W of parking lot 47	M48-34	<b>33.7183753</b>	<b>-85.7927716</b>
307	Trenchhill Cir L side 300'	M23-6	<b>33.7358717</b>	<b>-85.784977</b>

308	Trenchhill Cir off Trenchhill Rd	M23-2	<b>33.7406763</b>	<b>-85.7871078</b>
309	Trenchhill Cir R side 100'	M23-4	<b>33.7360536</b>	<b>-85.7854166</b>
310	Trenchhill Rd 50 yds W of Minuteman Ave	13.1-16	<b>33.7376184</b>	<b>-85.7871323</b>
311	US Dept of Public (old hospital) Care St. main entrance	M34-44	<b>33.7238233</b>	<b>-85.7880416</b>
312	WAC Circle 271	34-18	<b>33.7278627</b>	<b>-85.7957954</b>
313	WAC Circle 355	M34-14	<b>33.7285072</b>	<b>-85.7940336</b>
314	WAC Circle Abandoned Rd 100 yds E of 311 WAC Cir	M34-12	<b>33.7282569</b>	<b>-85.7951498</b>
315	WAC Circle Abandoned Rd 200 yds E of 311 WAC Cir	M34-52	<b>33.7266596</b>	<b>-85.7938409</b>
316	WAC Cir 1500'N of Castle Ave	34-20	<b>33.7275433</b>	<b>-85.7952743</b>
317	WAC Circle 311	M34-10	<b>33.7287318</b>	<b>-85.7952797</b>
318	WAC Circle 1000'W of Federal Way	M34-	<b>33.7257711</b>	<b>-85.7916758</b>
319	WAC Circle 2000'W of Federal Way	M34-50	<b>33.7273381</b>	<b>-85.7930935</b>
320	Wall St & Castle Ave	M48-16	<b>33.7210045</b>	<b>-85.7896991</b>
321	Wall St & Eglin Ave 300'N	M35-30	<b>33.7261177</b>	<b>-85.7852279</b>
322	Wall St & Freemont Rd	M49-2	<b>33.7239123</b>	<b>-85.7863652</b>
323	Wall St & Seaton Dr SW corner	M35-34	<b>33.7261657</b>	<b>-85.7828296</b>
324	Wall St Parking Lot 363	M35-32	<b>33.725327</b>	<b>-85.7855601</b>
325	Warbler Ln.--200' E of Town Center Dr.	M77-40	<b>33.70554</b>	<b>-85.780169</b>
326	Warbler Ln.--200' W of Halifax	M77-42	<b>33.706435</b>	<b>-85.7792819</b>
327	Wilhelm Ln & Langley Ave corner	M63-40	<b>33.7127187</b>	<b>-85.7798873</b>
328	Wirans Rd 86	35-30	<b>33.7199674</b>	<b>-85.815115</b>
329	Cane Creek Golf Clubhouse	204	<b>33.7234266</b>	<b>-85.8013156</b>

**RESOLUTION NO. 15-R-\_\_\_\_\_**

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
UNDER THE LAND AND WATER CONSERVATION FUND PROGRAM**

**WHEREAS**, the Alabama Department of Economic and Community Development has the authority to award grants through the Land and Water Conservation Fund Program; and

**WHEREAS**, the City of Anniston recognizes the need for grant assistance to develop the Coldwater Mountain Trailhead.

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

1. That submission of a Pre-Application not to exceed \$ 150,000 under said program is, hereby, authorized;
2. That if selected by the funding agency, the submission of a Full-Application not to exceed \$150,000 under said program is, hereby, authorized.
3. That the City of Anniston commits the local share;
4. That the Mayor and/or City Manager are authorized to sign any and all documents to obtain said grant; and
5. That the City of Anniston will see the project through to completion and be responsible for the operation and maintenance of the improvements made through this grant program.

PASSED AND ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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



## 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:** CIRCLE K STORES INC D/B/A CIRCLE K STORES 2723665  
**DATE:** 11/5/2015  
**CC:**

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- Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application.
- The business is located in the city limits at 800 S. Quintard Ave.
- 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:** CIRCLE K STORES INC D/B/A CIRCLE K STORES 2723688  
**DATE:** 11/5/2015  
**CC:**

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- Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application.
- The business is located in the city limits at 851 Lagarde Ave.
- 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:** FINIAL LLC D/B/A HOTEL FINIAL  
**DATE:** 12/2/2015  
**CC:**

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- A public hearing is required before formal action is taken on the Special Retail – More Than 30 Days application for Finial LLC d/b/a Hotel Finial.
- The business is located in the city limits at 1600 Quintard Avenue.
- 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)

# ORDINANCES

**ORDINANCE NO. 15-0-16**

**AN ORDINANCE AMENDING SECTION 28½, ARTICLE I, OF THE CODE OF ORDINANCES OF THE CITY OF ANNISTON, ALABAMA TO ALLOW FOR, AND REGULATE THE OPERATIONS OF, CIGAR BARS WITHIN THE CITY**

WHEREAS, the City Council of the City of Anniston (the "Council") has been asked to amend the City's public smoking ordinance, codified at Chapter 28½, Article I, § 28½.1 et seq., to allow for the operation of cigar bars within the City; and

WHEREAS, the Council finds that allowing cigar bars to operate under certain proscribed conditions will not undermine the intent and effect of the City's public smoking ordinance; and

WHEREAS, the regulation of cigar bars, and smoking in general, is necessary to protect public health and welfare;

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

**1. Additional Provisions.** The City Council of the City of Anniston, Alabama hereby amends Section 28½ of "The Code of the City of Anniston, Alabama, 1981" to include the following:

**Sec. 28½.5.1 – Cigar Bars.**

(a) *Cigar bar* means a licensed establishment in which the primary activity is the sale, manufacture or promotion of cigars or cigar accessories and in which sales of other products is merely incidental.

(b) Notwithstanding any other provision of this Chapter, smoking shall be allowed in those establishments that fall within the definition of a *cigar bar* as defined in this Section and, further, that meet the following requirements:

1. The establishment generates ten percent (10%) or more of its quarterly gross revenue from selling alcoholic beverages for on-premises consumption by customers.
2. The establishment generates fifty percent (50%) or more of its quarterly gross revenue from the rental of humidors and from selling cigars for on-premises consumption by customers.
3. The establishment has a functioning walk-in commercial grade humidor on the premises.
4. The establishment maintains no less than fifty thousand dollars (\$50,000.00) in cigar inventory.
5. The establishment has a functioning air purification system which must operate at all hours of operation.

6. The establishment posts warning signs in prominent locations stating words to the following effect: "Warning: Cigar smoking causes lung cancer, heart disease and other forms of cancer." Said signs must contain lettering that is at least forty-eight (48) font or greater.
7. The establishment does not allow individuals under the age of twenty-one (21) to enter the premises.
8. The establishment must be located in a freestanding structure occupied solely by the business.

**2. Severability.** If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect.

**3. Effective Date.** This Ordinance shall become effective immediately upon adoption and publication as required by law.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council Member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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

**ORDINANCE NO. 15-O-\_\_\_**

**ESTABLISHING PRETRIAL DIVERSION PROGRAM  
FOR THE MUNICIPAL COURT OF THE CITY OF ANNISTON, ALABAMA**

**WHEREAS**, the Alabama Legislature enacted Act 2013-353, codified in the Code of Alabama, Sections 12-14-90 through 12-14-92, which authorizes the governing body of any municipality to establish a pretrial diversion program and provide for the assessment and collection of fees for the administration of the program; and

**WHEREAS**, the City Council for the City of Anniston desires to establish a pretrial diversion program and to set basic operating standards for the program, which shall be implemented under the supervision and control of the presiding municipal judge for the City of Anniston;

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

Section 1. The Council hereby enacts Sections 8.20.1 through 8.20.5 of Chapter 8 of "The Code of the City of Anniston, Alabama, 1981" to be stated in its entirety as follows:

**Section 8.20.1. Establishment of Pretrial Diversion Program.**

- (a) Notwithstanding any other law to the contrary, the City of Anniston hereby establishes a Pretrial Diversion Program for any person subject to the jurisdiction of the Municipal Court for the City of Anniston who is charged with a criminal offense, including, but not limited to, any misdemeanor, violation, or traffic offense, as defined by the Code of Alabama 1975, and the Code of the City of Anniston.
- (b) All discretionary powers endowed by a common law and provided by statutes and acts of this state or powers or discretion otherwise provided by law for the City of Anniston shall be retained.
- (c) The Pretrial Diversion Program shall be under the direct supervision and control of the presiding Municipal Court Judge. The Municipal Court Judge, with the approval of the City Council and the City Prosecutor, may contract with any agency, person, or corporation for any services necessary to accomplish the purpose of this ordinance. The city may also employ persons to accomplish the purposes of this ordinance.
- (d) The Municipal Court Judge, acting in consultation with the City Prosecutor, shall have the authority to establish rules and terms necessary for the administration and implementation of the Pretrial Diversion Program established herein.

**Section 8.20.2. Application and Admittance into Pretrial Diversion Program.**

- (a) A person subject to the jurisdiction of the Municipal Court may apply for admittance into the Pretrial Diversion Program in accordance with the rules and regulations established by the Municipal Court Judge.

- (b) Upon receipt of the application, and with the recommendation of the City Prosecutor, the Municipal Court Judge shall determine whether to grant the applicant admittance to the Pretrial Diversion Program.
- (c) A holder of a commercial driver's license, an operator of a commercial motor vehicle, or a commercial driver learner permit holder who is charged with a violation of a traffic law shall not be eligible for admittance to the Pretrial Diversion Program.

**Section 8.20.3. Application Fee.**

- (a) In addition to any other fees, costs or assessments imposed by the Municipal Court Judge or required by law, applicants shall be assessed a nonrefundable application fee as a prerequisite to admittance into the Program. The application fees shall be paid to and collected by the Municipal Court.
- (b) The following application fees shall be applied to offenders accepted into the program:
  - (1) Class A Misdemeanor offenses and Driving Under the Influence:  
One thousand dollars (\$1,000.00).
  - (2) Class B and Class C Misdemeanors:  
Five hundred dollars (\$500.00).
  - (3) Traffic offenses, excluding DUI's and violations:  
Three hundred dollars (\$300.00).
- (c) Notwithstanding the foregoing, no person shall be denied admittance into the Pretrial Diversion Program based solely on his or her inability to pay the application fees. The Municipal Court Judge shall waive, reduce, delay or condition the application fee upon finding just cause, including the indigency of the applicant. All persons shall be provided equal access to the Program based upon the criteria established by the Municipal Court Judge and without regard to race, ethnicity, religion, gender, disability, marital status, or any other protected status, characteristic or factor.

**Section 8.20.4. Program Requirements.**

- (a) Upon admittance to the Pretrial Diversion Program, participants shall be required to enter a plea of guilty at which time the case shall be placed in an administrative docket until such time as the participant has completed all terms and requirements imposed by the Municipal Court Judge. The imposition of any sentence shall be deferred until such time as the offender completes the Pretrial Diversion Program or is terminated from the Program.

- (b) In the event that the participant does not satisfactorily complete the Program and all terms and requirements thereof, the Municipal Court Judge shall impose an appropriate sentence in the same manner as with any guilty plea.
- (c) Upon successful completion of the Program and all terms and requirements thereof, the Municipal Court Judge shall dismiss the case against the participant.

**Section 8.20.5. Limitations on Liability.**

- (a) Absent wantonness, gross negligence, or intention misconduct, the City of Anniston, or its officers and employees, shall have no liability, criminal or civil, for the conduct of any offender while participating in the Pretrial Diversion Program or of any service provider or its agents that are contracted to or who have agreed to provide services to the Program.
- (b) The City of Anniston, or its officers and employees, shall have no liability, criminal or civil, for any injury or harm to the participants in the Pretrial Diversion Program. Applicants shall acknowledge this limitation of liability as a prerequisite to admittance into the Program.

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

**PASSED** and **ADOPTED** this \_\_\_ day of November, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council Member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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

# RESOLUTIONS

**RESOLUTION NO. 15-R-\_\_**

**A RESOLUTION AUTHORIZING  
SETTLEMENT OF LEGAL PROCEEDINGS**

WHEREAS, Michele Miller filed a legal action against the City of Anniston for its alleged violations of Title II of the Americans with Disabilities Act, 42 U.S.C. Section 12181, *et seq.*, among other claims, which is pending in the United States District Court for the Northern District of Alabama, Case No. 1:15-CV-1164-VEH;

WHEREAS, the City denies that it is liable to Miller or that it has caused her to suffer any discrimination as alleged in her complaint, or otherwise;

WHEREAS, nonetheless, the City desires to avoid further expense, time, and effort in the defense of the action and so it has negotiated a settlement by compromise of the claims set forth in Miller's complaint;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama that the City Manager is authorized and directed to execute the Stipulation for Settlement attached hereto as Exhibit A and to take all actions necessary to comply with the terms thereof.

PASSED AND ADOPTED this the \_\_\_\_ day of December, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council Member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
EASTERN DIVISION

MICHELE MILLER,

Plaintiff,

CASE NO: 1:15-CV-1164-VEH

vs.

CITY OF ANNISTON,

Defendant.

\_\_\_\_\_ /

**STIPULATION FOR SETTLEMENT**

**IT IS HEREBY** stipulated and agreed by and between Plaintiff, Michele Miller, (hereinafter sometimes referred to as “Plaintiff”) and the City of Anniston (hereinafter sometimes referred to as “Defendant”) as follows:

**WHEREAS**, Plaintiffs filed this action against Defendant for its alleged violations of Title II of the Americans with Disabilities Act, 42 U.S.C. Section 12181, *et seq.* (“ADA”), pursuant to which Plaintiff sought a permanent injunction and attorney’s fees, expenses and costs (referred to herein as the “Lawsuit”) and Defendant has denied and continues to deny those allegations;

**WHEREAS**, subject to the terms set forth herein, Plaintiff and Defendant have agreed to finally resolve any and all claims and disputes by and between them; and

**WHEREAS**, Defendant continues to deny the claims in this action and, as such, without admitting to and specifically denying any and all liability for the claims made herein, nonetheless the aforementioned parties desire to avoid further expense, time, effort and uncertainty in regard to this action.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto, intending to be legally bound hereby, agree to the following terms and conditions as full and complete settlement of this action:

**I. ALTERATIONS, IMPROVEMENTS AND RELEASE.** The Defendant shall make the following modifications at the parking lots provided within the City of Anniston as more fully set out herein that are the subjects of this action (hereinafter referred to as the “Parking Lots”).

**A. ACCESSIBLE PARKING**

- i. Defendant shall provide an appropriate number of accessible parking spaces in each of the Parking Lots in accordance with § 208.2 and Table 208.2 of the 2010 ADA Standards consisting of both the Title III Regulations at 28 CFR part 36, subpart D; and the 2004 ADAAG at 36 CFR part 1191, appendices B and D (hereinafter referred to collectively as the "Standards") and in compliance with § 502 of the Standards. The accessible parking spaces shall be dispersed in a manner that provides accessible parking on the shortest accessible route to the greatest number of tenant spaces, taking in consideration the available parking in the downtown area in its entirety and the financial burdens associated with reconstructing parking lots where some or all portions exceed the slope requirements set forth in the Standards. Said accessible parking spaces shall also comply and the following:
  - a. Each accessible parking space shall be no less than eight (8) feet in width and shall have an adjacent striped access aisle no less than five (5) feet in width, except as provided above for van accessible parking. All accessible parking spaces and adjacent access aisles shall be striped in accordance with §§502.2 and 502.3 of the Standards.
  - b. All accessible parking spaces and adjacent access aisles shall be level with slopes no greater than 1:48 (2.083%) in any direction in accordance with §502.4 of the Standards.
  - c. Each accessible parking space provided shall be designated as accessible with accessible signage. The sign shall be mounted so that the bottom of the sign is no less than 60 inches above the

ground and centered on the accessible vehicle parking space. The sign shall include the International Symbol of accessibility in compliance with §703.7.2.1 of the Standards.

- d. No less than one (1) for every six (6) accessible parking spaces provided (or fraction thereof) shall be signed and designated as “van accessible” and shall be adjacent to a striped access aisle no less than eight (8) feet in width. Alternatively, Defendant may utilize a standard five (5) foot wide adjacent access aisle and instead enlarge the van accessible parking space to eleven (11) feet in width, at its option, provided that the combined width of the van accessible vehicle parking space and adjacent access aisle are no less than sixteen (16) feet.
- e. Defendant shall ensure that no curb ramps are located within access aisles or accessible parking spaces. All accessible parking spaces shall be served by curb ramps with a maximum slope of 1:12 (8.33%) in compliance with §405 and §406 of the Standards, with flared sides no greater than 10%, and shall be no less than 36 inches in width.
- f. In Parking Lot #10, Defendant shall extend the handrail and shall replace the existing ramp landing at the accessible entrance.
- ii. **Parking Lot #1:** Defendant shall provide one (1) van accessible space and three (3) standard accessible spaces in compliance with the provisions above, which shall be located in the Southeast corner of Parking Lot #1.
- iii. **Parking Lot #2:** Signage shall be removed as this is not owned by Defendant. Accordingly, Defendant is not obligated to perform any alterations or improvements in this lot.
- iv. **Parking Lot #3:** Defendant shall provide one (1) van accessible space and two (2) standard accessible spaces in compliance with the provisions above, which shall be located in the Northwest corner of Parking Lot #3, near 12<sup>th</sup> Street.

- v. **Parking Lot #4A:** Defendant shall provide one (1) van accessible space and two (2) standard accessible spaces in compliance with the provisions above, which shall be located in the North portion of Parking Lot #4A, near 11<sup>th</sup> Street.
- vi. **Parking Lot #4B:** Defendant shall provide one (1) van accessible space in compliance with the provisions above, which shall be located in the South portion of Parking Lot #4B, near 10<sup>th</sup> Street. This van accessible space shall be located in the same area as the current space near the current location of the Peerless Saloon.
- vii. **Parking Lot #5:** Defendant shall provide one (1) van accessible space in compliance with the provisions above, which shall be located in the North portion of Parking Lot # 5, near 10<sup>th</sup> Street.
- viii. **Parking Lot #7A:** Defendant shall provide one (1) van accessible space in compliance with the provisions above, which shall be located in the North portion of Parking Lot #7A, near 11<sup>th</sup> Street.
- ix. **Parking Lot #7B:** Defendant shall provide one (1) van accessible space and two (2) standard accessible spaces in compliance with the provisions above, which shall be located in either or both the Northwest or the Southeast corners of Parking Lot # 7B.
- x. **Parking Lot #8:** Defendant shall provide one (1) van accessible space and three (3) standard accessible spaces in compliance with the provisions above, which shall be located in the Northeast corner of Parking Lot # 8.
- xi. **Parking Lot #9:** Defendant shall provide one (1) van accessible space and one (1) standard accessible space in compliance with the provisions above, which shall be located in the Northeast corner of Parking Lot # 9.
- xii. **Parking Lot #10:** Defendant shall provide one (1) van accessible space and two (2) standard accessible spaces in compliance with the provisions above, which shall be located in the North portion of Parking Lot # 10, adjacent to 12<sup>th</sup> Street.

- xiii. **Parking Lot #11:** Defendant shall provide one (1) van accessible space in compliance with the provisions above, which shall be located in the Southeast corner of Parking Lot # 11.
- xiv. The numbers of van accessible spaces and standard accessible spaces identified above in Sections A.ii. through A.xiii. are based on the existing layouts of the Parking Lots. The parties understand and agree that the inclusion of accessible spaces pursuant to this agreement could alter the layout of the Parking Lots and reduce the total parking spaces therein. In the event that the alterations to the Parking Lots result in a change to the accessible parking requirements pursuant to the Standards, Defendant shall provide the accessible parking required by the Standards.

## **II. JURISDICTION**

- A. The parties hereto agree that this Stipulation for Settlement and its construction is governed by Alabama Law, and any suit arising as a result of this Stipulation for Settlement shall be filed in the U.S. District Court for the Northern District of Alabama, Eastern Division.
- B. The Plaintiff makes no representations or guarantees regarding the quality of any alterations, improvements, modifications, or changes of any kind whatsoever, as to whether the aforementioned comply with the Alabama state building construction standards, applicable county zoning board regulations, or any other governing body whatsoever

## **III. ENFORCEMENT CONSIDERATIONS.**

- A. **READILY ACHIEVABLE.** The parties hereto acknowledge that the alterations and modifications agreed to by the Plaintiff consist of what the parties believe to be readily achievable and technically feasible pursuant to and for the purposes of Title II of the ADA.
- B. **TIME FRAME.** Defendant agrees to complete all outstanding alterations and modifications to the Parking Lots on or before December 31, 2016. Defendant shall notify Plaintiff upon completion of the agreed modifications. Plaintiff's

representatives shall be provided reasonable access to the Parking Lots to verify completion of the above-referenced work. Defendant shall provide digital photos depicting completion of the agreed modifications in the hope of obviating the need for a post-completion inspection

- C. If any action or proceeding is commenced with regard to the subject matter of this Stipulation for Settlement, then the prevailing party in such action or proceeding shall be entitled to have its reasonable attorney's fees and costs incurred in said action or proceeding promptly reimbursed by the non-prevailing party.
- D. Defendant shall not be obligated to maintain any Parking Lot as a public parking facility. Defendant shall not be prohibited from converting any Parking Lot to any other use or from disposing, conveying or transferring any Parking Lot. The obligations, promises, modifications and improvements required by this Stipulation and Settlement for any Parking Lot shall only apply so long as the property remains a public parking facility owned or controlled by Defendant.

**III. ATTORNEY'S FEES AND COSTS.** The Defendant shall pay the Plaintiff's counsel, Schwartz, Roller & Zwilling, LLP, the sum of four thousand six hundred and twenty five dollars and no cents (\$4,625.00) on or before December 18, 2015, which Plaintiff and her attorneys stipulate and agree shall constitute full, complete and final payment of all reasonable attorney's fees, costs of litigation and expert's fees incurred by the Plaintiff in connection with the Lawsuit.

**IV. GENERAL RELEASE AND DISCHARGE.** Michele Miller, on behalf of herself, her spouse, heirs, successors, personal representatives, attorneys, assigns and agents, hereby fully releases and forever discharges the Defendant and its insurers, successors, and assigns, and the Defendant's current or former officers, agents, employees, and elected officials, from any and all claims, demands, rights, obligations, damages, costs, liabilities, or causes of action, whether state or federal in origin (collectively "claims"), of whatever nature, including but not limited to claims for discrimination arising under federal, state, and local statutory or common law, including all Titles of the United States Code and the Americans with Disabilities Act arising out of or relating in any way to her disability. Complainant agrees that she will not initiate any legal actions against Defendant or any of the Defendant's insurers, successors, or assigns, or the

Defendant's current or former officers, agents, employees, or elected officials for any matters stemming from her disability with regard to the facilities, programs, services and activities referenced herein, except to enforce this Stipulation for Settlement. Michele Miller agrees that no legal action can be brought or maintained against the Defendant or the Defendant's officers, agents, employees, elected officials, insurers, successors, or assigns, except to enforce this Stipulation for Settlement, including but not limited to those made or which could have been made in the Lawsuit.

**V. DISMISSAL OF LAWSUIT.** Plaintiff shall dismiss, with prejudice, all claims made against Defendant in the Lawsuit, with each party to bear their own fees and expenses except where required by this Stipulation and Dismissal.

**VI. FAILURE TO ENFORCE.** Failure by any one of the parties to enforce this entire Stipulation for Settlement or any of its provisions with regard to any deadline or any other provision contained herein shall not be construed as a waiver by that party of any right to do so.

**VI. DISCLOSURE.**

- A.** The signing and execution of this Stipulation for Settlement shall also constitute an agreement by the Defendant and the Plaintiff and any of their parents, subsidiaries, officers, assigns, representatives, and agents thereof that this is a public agreement. A copy of this document or any information contained in it may be made available to any person.
- B.** The parties agree that this Stipulation for Settlement shall not be filed with the Court. Executed originals shall remain in the possession of the parties. The Plaintiff shall file the original with the Court only for enforcement purposes. The parties shall file a joint stipulation of dismissal with prejudice upon execution of this agreement and receipt of the agreed reimbursement of attorney's fees and expenses as provided herein.

**VII. TIME IS OF THE ESSENCE.** The parties further agree that time is of the essence in all respects regarding this Stipulation of Settlement.

**VIII. TAX CREDITS / DEDUCTION.** The Defendant acknowledges that it may be entitled to disabled access tax credits and/or deductions under 26 USCS §§ 38,44 and 46, and other sections of the Internal Revenue Code, for the architectural modifications and barrier removal performed pursuant to this Stipulation for Settlement.

**IX. AUTHORITY AND POWER OF DEFENDANT.** The Defendant and Plaintiff stipulate and represent that each party has the power and authority to execute and deliver this Stipulation for Settlement and to perform its obligations hereunder.

**X. REFERENCES.** As used herein, the term “Standards” refers to the 2010 ADA Standards consisting of both the Title III Regulations at 28 CFR part 36, subpart D; and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. Unless otherwise defined in this Agreement, words and phrases used in this Agreement take the meaning provided in the Standards if defined therein.

**XI. AUTHORITY TO EXECUTE.** Each party represents that each person executing this Stipulation for Settlement on its behalf has been authorized to sign on behalf of the respective party and to bind it to the terms of this Stipulation of Settlement.

**XII. COUNTERPARTS.** The parties agree that this Stipulation for Settlement and any and all other documents in connection with the settlement of this matter may be executed in counterparts, and in facsimile form, which shall be deemed the equivalent of an original, each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument.

**XIII. ENTIRE AGREEMENT.** This Stipulation for Settlement, including the codes and the drawings referenced herein, constitute the entire agreement among the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral, made by either party or agents of either party not contained in this written Stipulation for Settlement, shall be enforceable. If a court of competent jurisdiction concludes that any part of this Stipulation for

Settlement in unenforceable, such portion shall be severed from this Stipulation for Settlement, and all other provisions shall remain enforceable.

**XIV. VOLUNTARY EXECUTION.** The parties hereby represent and acknowledge that this Stipulation for Settlement is given and executed voluntarily, and is not based upon any representation by any of the parties to another party as to the merits, legal liability, or value of any claim of the parties or any matters related thereto.

**XV. ACKNOWLEDGEMENT.** The parties acknowledge they have been afforded an opportunity to consider the terms and conditions of this Stipulation for Settlement, that they have read and understand the terms and conditions herein, and that they have retained counsel and have been provided with the opportunity to consult with their respective counsel prior to their execution of the Stipulation for Settlement.

**XVI. WRITTEN NOTICE.** Each notice (“Notice”) provided for under this Stipulation for Settlement must comply with the requirements of this Section. Each Notice shall be in writing and sent by depositing it with a nationally recognized overnight courier service which obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party (and marked to a particular individual’s attention, if so indicated) as hereinafter provided. Each Notice shall be effective upon being so deposited, but the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Any party shall have the right from time to time to change the address or individual’s attention to which notices to it shall be sent by giving to the other party at least ten (10) days prior notice thereof. The parties’ addresses for providing Notices hereunder shall be as follows:

**Plaintiff:**

Michael A. Chester, Esq.  
Schwartz Roller & Zwilling, LLP  
600 Vestavia Parkway, Suite 251  
Birmingham, Alabama 35216  
Telephone: (205) 822-2701  
Facsimile: (205) 822-2702  
Email: mchester@szalaw.com

**Defendant:**

Bruce J. Downey, IV, Esq.  
The Downey Law Firm, LLC  
PO Box 626  
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**IN WITNESS WHEREOF**, the parties have hereunto signed their names on the day and year written below.

On Behalf of Plaintiff:

On Behalf of Defendant:

By: \_\_\_\_\_  
Michele Miller

By: \_\_\_\_\_  
City of Anniston

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**RESOLUTION NO. 15-R-\_\_\_**

**A RESOLUTION ADOPTING THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN**

**WHEREAS**, the City of Anniston, in compliance with Title II of the Americans with Disabilities Act (ADA), is required to develop a plan to ensure that all citizens of the City of Anniston are provided access to the city’s programs, services, facilities and activities in as timely and complete a manner as reasonably possible;

**WHEREAS**, the City of Anniston has committed to the following vision in development and implementation of this plan: fiscal soundness in development and implementation, accessibility of city services, programs and facilities and success in providing exceptional service and fostering a “customer first” mind-set

**WHEREAS**, the City of Anniston has assessed its facilities and services and identified recommended changes to improve their accessibility;

**WHEREAS**, from the assessment, the City of Anniston has identified future steps and activities that will ensure people with disabilities have access to city facilities and programs to address both physical and programmatic barriers.

**Now Therefore Be It Resolved**, that City Council of Anniston, Alabama does hereby adopt the “ADA Transition Plan” and agrees to work towards implementation of its recommendations.

**PASSED AND ADOPTED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

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

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

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

ATTEST:

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

**RESOLUTION NO. 15-R-\_\_**

**A RESOLUTION AUTHORIZING A REDEVELOPMENT REIMBURSEMENT  
AGREEMENT AMONG THE CITY OF ANNISTON, ALABAMA  
AND  
SECOND STREET PLAZA, LLC**

**BE IT RESOLVED** by the Mayor and City Council (herein called the "Council") of the **CITY OF ANNISTON**, as municipal corporation under the laws of the State of Alabama (herein called the "City"), as follows:

**Section 1. Recitals.** The Council has ascertained and does hereby find and declare as follows:

WHEREAS, the "Former Kmart Building" is located within a highly visible area along the main highway of the City (the "Kmart Site"); and

WHEREAS, the Former Kmart Building has remained unoccupied for the past five years, and due to its deteriorated condition has been detrimental to the aesthetic appeal of the Kmart Site and hampered commercial and retail development in the surrounding area; and

WHEREAS, due to the configuration of the Former Kmart Building and the lack of use, repair and maintenance for the past several years, significant capital improvements will be required to enable it to properly function as retail facility; and

WHEREAS, the City has determined that the Former Kmart Building, if renovated and improved consistent with current development criteria, will enhance economic development within the City, advance the economic base of the City, promote the retention of existing businesses and the recruitment of new businesses to the City, and improve the prosperity and welfare of the citizens of the City; and

WHEREAS, the City has been in the process of revitalizing and enhancing commercial and business development throughout its jurisdiction, and as part of that effort has searched for a qualified developer that the City can incentivize to acquire and renovate the Former Kmart Building so that a retail center may be developed and located therein; and

WHEREAS, Second Street Plaza, LLC, a Mississippi limited liability company (the "Developer"), is in the business of renovating and reinvigorating deteriorated retail facilities, and has determined that capital improvements well in excess of \$3,000,000 are necessary to renovate the Former Kmart Building for the location of a modern retail center on the Kmart Site; and

WHEREAS, the Developer has also proposed potentially obtaining an interest in a site located adjacent to the Kmart Site (the “Adjacent Site”) and constructing other retail facilities thereon; and

WHEREAS, a Redevelopment Reimbursement Agreement has been proposed between the City and the Developer, the form of which agreement is attached as Exhibit A hereto (the “Redevelopment Agreement”); and

WHEREAS, under the Redevelopment Agreement, the Developer will agree (i) to purchase the Kmart Site and renovate and redevelop the Former Kmart Building, and (ii) potentially acquire an interest in the Adjacent Site and construct other facilities thereon, all pursuant to and in accordance with plans, specifications and drawings (the “Development Plan”) to be prepared by the Developer as set forth and described in the Redevelopment Agreement; and

WHEREAS, under the Redevelopment Agreement, the City will agree to reimburse the Developer for its costs in renovating the Former Kmart Building and developing retail improvements upon the Adjacent Site, to the extent such improvements are included in the Development Plan, by providing the Developer up to \$3,000,000 from sales tax revenues generated at such facilities; and

WHEREAS, the City has further determined that the obligations of the City and the Developer under the Redevelopment Agreement will promote economic development within the City, create jobs, increase tax revenues within the City, promote the location, relocation, expansion and retention of commercial enterprises in the City, preserve and improve the aesthetic quality of commercial development, and improve the quality of life for citizens in the City; and

WHEREAS, the Council hereby further recites that the City’s obligations under the Redevelopment Agreement are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama (1901), recodified as Section 94.01 of the Recompiled Constitution of Alabama (“Amendment 772”), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the Council has determined that the expenditure of public funds for the purpose specified in the Redevelopment Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, as required under Amendment 772, notice that a meeting of the City Council would be held on December 7, 2015, at 5:30 p.m., local time, in the Council Chambers of City Hall located at 1128 Gurnee Avenue, Anniston, Alabama 36201, to consider approval of the Redevelopment Agreement was published in *The Anniston Star*, the newspaper having the largest circulation in the City, at least seven days prior to December 7, 2015.

**Section 2. Authorization of Redevelopment Agreement.** The Redevelopment Agreement is hereby authorized and approved, and the Mayor be and hereby is authorized to execute, for and as the act of the City, the Redevelopment Agreement.

**PASSED** and **ADOPTED** this 7th day of December, 2015.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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

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

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

\_\_\_\_\_  
Seyram Selase, Council Member

\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

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