

**CITY OF ANNISTON
DECEMBER 12, 2016
5:30 P.M.**

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

I. RECEIVE INFORMAL PUBLIC COMMENTS

Informal Public Comment – Speaker Protocol

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

II. RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

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

- (a) Ralph Bradford regarding City Manager Employment Agreement

III. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

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

- (a) To receive public comments regarding over-ruling objections to the abatement of identified nuisances:
- i. Group 2016-05 Vehicles & Debris
 - ii. Group 2016-09 Grass & Debris
 - iii. Group 39-Dangerous Structures (Lenlock Shopping Center)

IV. UNFINISHED BUSINESS – None

V. CONSENT AGENDA

- (a) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-05 Debris & Vehicles
- (b) Resolution over-ruling objections to the abatement of identified nuisances. Group 2016-09 Grass & Debris
- (c) Resolution over-ruling objections to the abatement of identified nuisances. Group 39 Dangerous Structures
- (d) Resolution authorizing the submission of a grant application under Transportation Alternatives Program.
- (e) Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application for Jamal LLC d/b/a Express Mart 4 located at 1604 Front Street.
- (f) Motion that Bid Number COA2016-B-009 in the total amount of \$80,800.00 by Gulf Coast Truck and Equipment for two (2) heavy duty dump trucks be accepted.
- (g) Motion to suspend the rule requiring the City Council to meet on the 3rd Monday of December 2016.
- (h) Motion to suspend the rule requiring City Council to meet on the 1st Monday of January 2017, and to schedule a City Council meeting for Tuesday, January 3, 2017, at 5:30 p.m.

VI. ORDINANCES

- (a) Amending the traffic schedule to add and remove traffic lights and stop signs. **2nd Reading**
- (b) Declaring surplus real property and authorizing conveyance of the same. (1031 Gurnee Avenue) **1st Reading**
- (c) Declaring surplus real property and authorizing lease of the same. (Air Terminal Building) **1st Reading**

VII. RESOLUTIONS

- (a) Authorizing the City Manager to execute Letter of Intent and to take such actions as are needed to fulfill its terms.
- (b) Allocating funds for a Home Repair Program.

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

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

11/21/2016

Anniston, Alabama
November 21, 2016

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, November 21, 2016, at approximately 5:30 o'clock p.m.

Joe Harrington prayed the Invocation.

Joe Harrington led the Pledge of Allegiance to the Flag.

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

Kent Davis, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Jenkins made a motion to waive the reading of and approve the minutes of November 3, 2016. 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: none; abstentions: Council Members Little and Draper. The motion carried.

Council Member Jenkins made a motion to waive the reading of and approve the minutes of November 7, 2016. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Council Member Harris made a motion to add to the Consent Agenda a resolution appointing a member to the Historic Preservation Commission and to approve the agenda as amended. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Glen Ray, 3514 Dale Hollow Road, addressed the Council and stated he objected to Council Member Harris being appointed the Vice-Mayor.

Ralph Bradford addressed the Council and asked if the Council was aware of the terms of the City Manager's contract and if Mayor Draper was authorized by the Council to sign the contract.

Erica Tolson, 409 South Allen Avenue, addressed the Council and stated that she felt Council Member Reddick should have a chance to serve as Vice-Mayor.

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Carlton Phillips, Friendship Missionary Baptist Church, addressed the Council and stated he believed in leadership and stated he would like to offer himself for service on behalf of all citizens in Anniston. He stated he had no ill feeling towards anyone on the Council.

Jim Sterling, 1012 Noble Street, addressed the Council and stated he had been drawn to this city by St. Michael and All Angels Church and stated the church has served the city well. He stated he hoped they could come together as a community.

Pamela Sanders addressed the Council and stated that she felt Council Member Reddick should have a chance to serve as Vice-Mayor.

Felipe Hutchinson, 1924 Dooley Avenue, addressed the Council and stated that he felt Council Member Reddick should have a chance to serve as Vice-Mayor.

Mayor Draper announced that was the time for the Board Confirmation Hearing for Bill Robison and his nomination to the Anniston Water Works and Sewer Board.

Mayor Draper announced that was the time for the Board Confirmation Hearing for Bill Wakefield and his nomination to the Downtown Development Authority.

Henry Pritchett, Alabama Towing and Recovery, addressed the Council concerning the wrecker rotation and the need for changes in the proposed draft of wrecker services and the wrecker bid process. He stated he would like to be put on the wrecker rotation while the bid process is finalized.

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

- (a) Resolution declaring a reported condition to be a public nuisance. Group 2016-05 Debris & Vehicles
- (b) Resolution declaring a reported condition to be a public nuisance. Group 2016-09 Grass & Debris
- (c) Resolution appointing a member to the Downtown Development Authority.
- (d) Resolution reappointing members to the Anniston Water Works and Sewer Board.
- (e) Resolution approving bonds pursuant to Section 11-62-1 of the Code of Alabama (1975).
- (f) Motion for the Finance Director to issue to AAA City Taxi a Certificate of Public Convenience and Necessity to operate a taxi service in the City of Anniston said certificate containing the applicant's name and address, the number of vehicles authorized under the certificate and the date of issuance.
- (g) Motion to suspend the rule requiring the City Council to meet on the first Monday of December, 2016, and to schedule a City Council meeting for Monday, December 12, 2016, at 5:30 p.m. in the City Council Chambers.
- (h) Resolution appointing a member to the Historic Preservation Commission.

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

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Council Member Jenkins made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-25. The motion was seconded by Council Member Reddick.

Mayor Draper asked if anyone wished to address the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-25.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-25.

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 16-O-25 and Council Member Reddick's second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 16-O-25, Council Member Jenkins introduced and read by title Ordinance Number 16-O-25 as follows:

(16-O-25, repealing and replacing Chapter 11 of the City Code relating to fire prevention)

Council Member Harris made a motion for the unanimous consent of the Council for the immediate consideration of Ordinance Number 16-O-25 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, Little, Harris and Draper; nays: none. The motion carried. Unanimous consent of the Council having been given for the immediate consideration of Ordinance Number 16-O-25 as introduced and read by title, Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 16-O-25 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, Little, Harris and Draper; nays: none. The motion carried and Ordinance Number 16-O-25 was passed and adopted.

Mayor Draper made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-26. The motion was seconded by Council Member Reddick.

Mayor Draper asked if anyone wished to address the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-26.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-26.

On call of the roll on Mayor Draper's motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-26 and Council Member Reddick's second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper; nays: none. The motion carried.

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Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 16-O-26, Mayor introduced and read by title Ordinance Number 16-O-26 as follows:

(16-O-26, amending the traffic schedule to add and remove traffic lights and stop signs; First Reading)

Council Member Jenkins reintroduced and read Ordinance Number 16-O-24 as follows:

(16-O-24, establishing the order of procedure for the meetings of the Anniston City Council and to provide for the election of the Vice-Mayor; Second reading)

Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 16-O-24 as reintroduced and read. The motion was seconded by Council Member Harris.

Council Member Reddick made a motion to amend Ordinance Number 16-O-24, Section 17 to read “the City Clerk who shall act as Parliamentarian for the procedure of the Council meeting.” The motion was seconded by Council Member Little; and on call of the roll the following vote was recorded: ayes: Council Members Reddick and Little; nays: Council Members Jenkins, Harris and Draper. The motion failed.

Council Member Reddick made a motion to amend Ordinance Number 16-O-24, to delete Section 14 of the ordinance. The motion was seconded by Council Member Little.

Council Member Little stated they could not censor free speech. He asked what the punishment was if someone violated Section 14 of this ordinance. He stated they could pass this but he was going to say what he was going to say.

Council Member Reddick stated that term “disparaging” was too vague and who would determine what was “disparaging”. He stated people should be able to exercise free speech.

Bruce Downey, City Attorney, stated that Council meeting were considered a limited designated public forum for purposes of the First Amendment. He stated the Council could set reasonable regulations concerning the time, place and manner of speech that occurs before the Council. He stated they could regulate speech that would disrupt the meeting. He stated the implementation of Section 14 would have to be done also in a constitutional manner.

Council Member Little stated there was a conflict between the City Attorney and the Mayor.

Mayor Draper stated that Section 14 would allow the Chair to hold a Council Member out of order for violating said section. He stated the language for this section was almost identical to the language from the 2008 Council procedures ordinance.

On call of the roll on Council Member Reddick’s motion to amend Ordinance Number 16-O-24, to delete Section 14 of the ordinance and Council Member Little’s second to said motion the

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following vote was recorded: ayes: Council Members Reddick and Little; nays: Council Members Jenkins, Harris and Draper. The motion failed.

Council Member Little stated that the Consent Agenda section should be removed from this ordinance. He stated the Vice-Mayor position should be rotated. He stated that Council Member Harris should not vote on herself holding the position of Vice-Mayor. He stated Council Member Reddick should start out as the Vice-Mayor.

Bruce Downey, City Attorney, stated he had asked this question of whether a Council Member could vote for his or herself for the position of Vice Mayor to Hugh Evans, General Counsel, Alabama Ethics Commission, and stated Mr. Evans had referred him to Alabama Code Section 11-43-45 which states that, "All elections of officers shall be made viva voce, and a concurrence of a majority of the members to the council shall be required, and all members of the council may vote any provision of law to the contrary notwithstanding . . ." He stated that Attorney General Opinion 2001-048 also concluded that State law "permits members of a municipal council to vote for themselves for elected offices or appointments." He stated it was his opinion as the City Attorney that Council Member Harris could vote on the position of Vice Mayor.

Council Member Reddick stated that a Council Member could not vote on something that would benefit them directly.

Council Member Reddick made a motion to amend Ordinance Number 16-O-24, Section 21 to contain the name of Benjamin Little for the position of Vice Mayor. (The motion received no second.)

Council Member Reddick made a motion to amend Ordinance Number 16-O-24, Section 21 to remove the name of Millie Harris. The motion was seconded by Council Member Little; and on call of the roll the following vote was recorded: ayes: Council Members Reddick and Little; nays: Council Members Jenkins, Harris and Draper. The motion failed.

Council Member Little made a motion to table Ordinance Number 16-O-24. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Reddick and Little; nays: Council Members Jenkins, Harris and Draper. The motion failed.

Council Member Reddick made a motion to table Ordinance Number 16-O-24 until they could get another legal opinion on whether a Council Member could vote for his or herself for the position of Vice Mayor. The motion was seconded by Council Member Little; and on call of the roll the following vote was recorded: ayes: Council Members Reddick and Little; nays: Council Members Jenkins, Harris and Draper. The motion failed.

On call of the roll on Council Member Jenkins' motion for the passage and adoption of Ordinance Number 16-O-24 as reintroduced and read and Council Member Harris' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Harris and Draper; nays: Council Members Reddick and Little. The motion carried and Ordinance Number 16-O-24 was passed and adopted.

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There being no further business to come before the meeting at that time Council Member Jenkins 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, Harris and Draper; nays: Council Member Reddick. (Council Member Little did not cast a vote concerning the motion to adjourn.) The motion carried and the meeting was adjourned at approximately 6:54 o'clock p.m.

FORMAL PUBLIC COMMENT



City of Anniston

1128 Gurnee Avenue, Anniston, AL 36201
Phone: 256-236-3422 / Fax: 256-231-7632

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

The City of Anniston would like to hear issues of importance brought by citizens of Anniston as it is in the best interest of the City that the Mayor and City Council be well-informed and prepared to address topics placed on the agenda. In order to better ensure that this process is efficient and effective, the City requires that citizens submit a written form outlining the subject matter about which they would like to speak. The Mayor may rule out of order personal, abusive or indecorous language or matters that the City has no purview over. Completion of this form does not entitle the Speaker to be added to the agenda.

Date of Request: 12-2-16
Name of Person to Speak: Ralph Bradford Sr
Title of Person to Speak: CITIZEN
Business / Organization: —
Address: 825 Quail Dr
City/State/Zip: —
Telephone Number: 256-³⁸²~~833~~-8081 Email Address: —
Have you addressed your issue(s) with City staff? Yes No
Have you addressed your issue(s) with the City Manager? Yes No
City Council Meeting Date: 12-12-16

PURPOSE:

Brief summary / paragraph of topic: CITY MANAGER'S AGREEMENT

Signature A. E. Bradford Sr Date 12-2-16

A request must be received by the City Manager ten (10) days prior to the requested City Council meeting date in order to include this form in the City Council packet. Please be sure to include a detailed summary of your presentation topic on this form or with your typed description. If presenting collateral materials (handouts, maps, fliers, etc.), eight (8) copies must be submitted with this form. If using other forms of media (PowerPoint Presentation, DVD, CD, etc.), the final version must be submitted electronically (or on flash drive/CD) with this form and no modifications will be accepted or allowed. It is understood that the City reserves the right to re-format the presentation to facilitate its use during the City Council meeting, but the City will not edit content.



City of Anniston

1128 Gurnee Avenue, Anniston, AL 36201
Phone: 256-236-3422 / Fax: 256-231-7632

CITY STAFF USE ONLY

City Manager

Approved

Denied

Initial / Date WZS/12-5-16

Mayor

Approved

Denied

Initial / Date _____

City Clerk Notified

Initial / Date _____

Council Meeting Agenda

Approved Date

12/2/16

Notification of Requester

Notification Date

12/9/16

Reason for Denial:

CONSENT AGENDA

RESOLUTION NUMBER 16-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 are 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 _____, 2016

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"**Nuisance Vehicles 2016-05**

PROPERTY ADDRESS	PPIN	DESCRIPTION
823 Willow Pointe Drive	71531	White Cadillac no tag
915 Willow Pointe Drive	71495	Silver Saturn no tag
5617 Woodgate Circle	59448	Blue Buick Electra tag:11F53N3
5719 Woodgate Circle	59657	Champagne Chevrolet Impala tag: 11FG919
5807 Woodgate Circle	59650	Gold Honda Prelude no tag
5811 Woodgate Circle	28966	Honda tag: HAV171
1720 Moore Avenue	20356	Beige Buick LeSabre Tag: 11H98H0
1919 Rocky Hollow	21330	White Chevrolet Vandura tag unknown; White Chevrolet Astro tag: 11FF897
222 South Quintard	66499	Green & Tan Ford Explorer Georgia tag: BQA7781; White Volkswagen Golf no tag
215 East 22 nd Street	24768	Silver Honda tag unknown; White Cadillac Sedan Deville tag unknown; Gray 4 door Sedan tag unknown; Red 2 Door Chevrolet Cavalier tag unknown; Blue Chevrolet Corsica tag:11D1154
1100 Pine Avenue	18735	Green Pontiac Sunfire tag unknown
2726 Old Quintard	25196	Red Pontiac Firebird tag: 11D115H
901 Woodland Ct. (Debris)	21660	4 Door Buick partial tag: 11G6
2727 Old Quintard	25206	Silver Dodge Intrepid tag:AW87261
205 East 28 th Street	25088	Red Chevrolet Lumina tag: V70745
1523 Walnut Avenue	19262	Brown with White Top Sedan tag unknown
921 West 22 nd Street	60874	Black Chevrolet Pickup tag unknown
1719 West 10 th Street	32101	Blue Cadillac Sedan Deville tag unknown; Teal Cadillac Sedan Seville tag unknown; White Ford Ranger no tag
1111 Crawford Avenue	30909	White Oldsmobile Cutlass Ciera Tag: 11D1704
1919 Moore Avenue	20132	Red Dodge Avenger No tag

RESOLUTION NUMBER 16-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 are 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 _____, 2016

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"
Group 2016-09 Grass & Debris

ADDRESS	PPIN	DESCRIPTION
3705 Pelham Road	26927	
0 Pike Drive	26932	
3703 Noble Street	26933	
1418 Pine Avenue	18929	
3007 Gurnee Avenue	25897	
2808 Gurnee Avenue	2314	
3025 Moore Ave	26033	
2220 Noble Street	25228	
234 Rockwood Dr	228	
1322 Mulberry Avenue	18965	
630 West 14 th Street	18979	
2220 Noble Street	25228	
416 West 21 st Street	20034	
215 Afton Brae	21528	
1309 Kilby Terrace	22554	
1412 McCall Drive	62017	
422 East 23 rd Street	24892	
1307 East 11 th Street	20601	
1303 East 11 th Street	20422	
2016 Christine Avenue	21227	
213 East 30 th Street	25329	
1928 Canterbury Square	64802	
501 East 23 rd Street	24886	
2820 Gurnee Avenue	25729	
112 West 20 th Street (debris)	20429	

RESOLUTION NUMBER 16-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 are hereby over-ruled and the recommended remedies are ordered to be applied to abate the nuisances according to the procedures and processes in Section 34.5 (Dangerous Structures) of the Code of Ordinances of the City of Anniston, Alabama.

PASSED AND ADOPTED this the ___ day of _____, 2016

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: _____
Jack Draper, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Benjamin L. Little, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Exhibit "A"
Dangerous Structures-Group 39

Lenlock Center LLC
5818 McClellan Blvd. E., Anniston, AL 36206

Parcel Numbers:

18-04-17-1-001-003.000
18-04-17-1-001-004.000
18-04-17-1-001-005.000
18-04-17-1-001-006.000
18-04-17-1-001-007.000
18-04-17-1-001-008.000
18-04-17-1-001-009.000
18-04-17-1-001-010.000
18-04-17-1-001-011.000
18-04-17-1-001-012.000
18-04-17-1-001-013.000
18-04-17-1-001-014.000
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18-04-17-1-001-016.000
18-04-17-1-001-017.000
18-04-17-1-001-018.000

RESOLUTION NO. 16-R-___

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION UNDER
TRANSPORTATION ALTERNATIVES PROGRAM**

WHEREAS, the Alabama Department of Transportation has the authority to award grants through the FY2017 Transportation Alternatives Program; and

WHEREAS, the City of Anniston recognizes the need to renovate the former Greyhound Bus Station.

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

1. That submission of a Grant Application not to exceed \$400,000 under said program is, hereby, authorized;
2. That the City of Anniston will provide the local share of 20% of the total project cost and the cost of preliminary engineering;
3. That the Mayor is authorized to sign any and all documents to obtain said grant; and
4. 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 12th day of December, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Benjamin L. Little, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION EXPLANATION

PURPOSE: Authorization to submit a Grant Application and commitment of local share

PROGRAM: Transportation Alternatives Program (TAP)

AGENCY: Alabama Department of Transportation

DEADLINE: December 16, 2016

PROJECT DESCRIPTION:

The project will focus on the renovation of the former Greyhound Bus Station and the development of the facility as the Anniston Welcome Center and first stop on the Anniston Civil Rights Trail as a tribute to the Freedom Riders.

GRANT REQUEST: \$400,000 Estimated

LOCAL: \$100,000 Plus Architectural Design Services.

PREPARED BY: Louise Campbell, L.P. Campbell Company 11/21/2016



CITY OF ANNISTON

FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: JAMAL LLC D/B/A EXPRESS MART 4
DATE: 12/6/2016
CC:

- Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) license application.
- The business is located in the City Limits at 1601 Front St. Anniston, AL 36201
- The Police Department has provided the attached criminal history.

**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.

FACT SHEET

SUBJECT: Evaluation of bids for the purchase of two (2) dump trucks for Public Works Dept.

FACTS: This is a General Fund expenditure.

VENDORS SUBMITTING BIDS

Gulf Coast Truck & Equipment	\$80,800.00
------------------------------	-------------

Each Truck cost $\$125,400 \times 2 = \$250,800$
Less Total Trade in Value - $\$170,000 = \$80,800$

Southland International Trucks	No Bid
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Nextran Truck Centers	No Response
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Peterbilt Truck Center of Birmingham	No Response
--------------------------------------	-------------

Middlebrooks Truck and Equipment	No Response
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RECOMMENDATION: The bid should be awarded to Gulf Coast Truck and Equipment in the total amount of \$80,800.00.

BID SCHEDULE

The City of Anniston request bids for two (2) Heavy Duty Dump Trucks to be delivered within ninety (90) days of bid opening.

Note to bidders:

2015

A trade in of a 2007 Mack CTP 713 Truck (Vehicle 1) and a ~~2016~~ 2015 Mack GU 713 Truck (Vehicle 2) will be part of the bid process. Utilizing the value of the trade in values against the trucks with the attached specifications. The winning bid is the two new trucks' bid price minus trade ins = lowest price difference. (Example, New trucks total price at \$260,000 – trade in trucks value at \$100,000 = \$160,000 difference.) An appraisal of the 2007 Mack CTP 713 and 2016 Mack GU 713 will be allowed by potential bidders. Call the Anniston Public Works Department (256-231-7742) to schedule an appraisal of the said vehicles.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Heavy Duty Dump Truck New and Unused To meet the following Specifications:	2	Each	\$ <u>125,400.00</u>	\$ <u>250,800.00</u>
	Less Trade In Price: (Vehicle 1)			\$ <u>65,000.00</u> (2007 CTP-713)	
	Less Trade In Price: (Vehicle 2)			\$ <u>105,000.00</u> (2016 GU-713)	
	Total Bid Price			\$ <u>80,800.00</u>	

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

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

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

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

NOTE: Bid price must include all vehicle registration fees.

BIDDING ON:

MFG: 2018

MODEL: 64-713

BRAND: Mack

DELIVERY: 130-160 CALENDAR DAYS FROM DATE OF ORDER.

BID SPECIFICATIONS

FOR

HEAVY DUTY CHASSIS WITH DUMP BODY

The following specifications shall be construed as minimum acceptable standards for a heavy duty dump chassis and attached dump body.

Note all units offered for bid must be of manufacturer's current production model and must be fully compliant with the present EPA standards for heavy duty diesel engines. Chassis should be equipped with the appropriate diesel particulate filter and SCR after treatment system. Systems that do not include the use of Diesel Exhaust Fluid (DEF) will not be considered.

Bid price shall include all destination charges, delivery charges, title fees, rebates and all other applicable cost and refunds.

Replacement parts must be available for minimum 5 years or 500,000 miles of use for the unit bid.

DOT Inspection and Safety Equipment

Prior to delivery to the City of Anniston the unit shall be dealer inspected and in serviced including an annual DOT inspection and decal. A fire extinguisher and reflective triangles shall also be provided.

Memo

To: Kent Davis, City Manager

From: Robert J. Dean, Jr., Public Works Director

Date: December 7, 2016

Re: Calhoun County Road Department Vehicle Purchase vs. Vehicle Trade-In Value



The Calhoun County Road Department has in place a program in which they trade in their 10 MACK trucks annually, resulting in savings due to fewer repairs and less maintenance on the vehicles. This has also resulted in a profit on the vehicles at the time of trade-in. The purchase price of vehicles over the past four (4) years for Calhoun County Road Department was \$5,003,730.00. These vehicles were traded at a total value of \$5,200,500.00, resulting in a profit of \$196,770.00. Although this doesn't guarantee that this will be profitable for The City of Anniston, it shows that we can procure new trucks annually without any additional costs being incurred.

Thank you

RJDjr:cm

TRUCK SALE TOTAL

SALE DATE	UNIT	DESCP.	PURCHASE DATE	PURCHASE PRICE	SALE PRICE	DIFFERENCE	
				\$			
				\$			
03/06/2013		TRACTOR	02/16/2011	\$ 104,136.00	\$ 105,000.00	\$ 864.00	0.83%
03/06/2013		TRACTOR	02/16/2011	\$ 104,136.00	\$ 105,000.00	\$ 864.00	0.83%
03/06/2013		TRIAXLE	02/16/2011	\$ 124,434.00	\$ 114,000.00	\$ (10,434.00)	-8.39%
03/06/2013		TRIAXLE	02/16/2011	\$ 124,434.00	\$ 115,000.00	\$ (9,434.00)	-7.58%
03/06/2013		TRIAXLE	02/16/2011	\$ 124,434.00	\$ 114,000.00	\$ (10,434.00)	-8.39%
03/06/2013		TRIAXLE	02/16/2011	\$ 124,434.00	\$ 117,500.00	\$ (6,934.00)	-5.57%
03/06/2013		TRIAXLE	03/14/2012	\$ 124,534.00	\$ 130,000.00	\$ 5,466.00	4.39%
03/06/2013		TRIAXLE	03/14/2012	\$ 124,534.00	\$ 125,000.00	\$ 466.00	0.37%
03/06/2013		TRIAXLE	03/14/2012	\$ 124,534.00	\$ 120,000.00	\$ (4,534.00)	-3.64%
03/06/2013		TRIAXLE	03/14/2012	\$ 124,534.00	\$ 130,000.00	\$ 5,466.00	4.39%
				\$ 1,204,144.00	\$ 1,175,500.00	\$ (28,644.00)	-2.38%
		Guarantee		\$ 1,132,000.00			
				\$ 1,175,144.00			
				\$ (29,000.00)			
	2.23%			-2.41%			
SALE DATE	UNIT	DESCP.	PURCHASE DATE	PURCHASE PRICE	SALE PRICE	DIFFERENCE	
03/12/2014	C485	TRACTOR	02/28/2013	\$ 104,221.00	\$ 130,000.00	\$ 25,779.00	24.73%
03/12/2014	C486	TRACTOR	02/28/2013	\$ 104,221.00	\$ 117,500.00	\$ 13,279.00	12.74%
03/12/2014	C487	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	9.26%
03/12/2014	C488	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	9.26%
03/12/2014	C489	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 137,500.00	\$ 9,365.00	7.31%
03/12/2014	C490	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 132,500.00	\$ 4,365.00	3.41%
03/12/2014	C491	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 137,500.00	\$ 9,365.00	7.31%
03/12/2014	C492	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 135,000.00	\$ 6,865.00	5.36%
03/12/2014	C493	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	9.26%
03/12/2014	C494	TRIAXLE	02/28/2013	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	9.26%
				\$ 1,233,522.00	\$ 1,350,000.00	\$ 116,478.00	9.44%
		Guarantee		\$ 1,214,000.00			
	2.71%	Budget		\$ 1,250,000.00			
Mar-15		Mack Tractor	Feb-14	\$ 104,221.00	\$ 115,000.00	\$ 10,779.00	
Mar-15		Mack Tractor	Feb-14	\$ 104,221.00	\$ 115,000.00	\$ 10,779.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 137,500.00	\$ 9,365.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 137,500.00	\$ 9,365.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 137,500.00	\$ 9,365.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 145,000.00	\$ 16,865.00	
Mar-15		Dump Truck	Feb-14	\$ 128,135.00	\$ 140,000.00	\$ 11,865.00	
				\$ 1,233,522.00	\$ 1,347,500.00	\$ 113,978.00	
Mar-16		Mack Tractor	Feb-15	111,847.00	100,000.00	(11,847.00)	
Apr-16		Mack Tractor	Feb-15	111,847.00	117,500.00	5,653.00	
May-16		Dump Truck	Feb-15	138,606.00	137,500.00	(1,106.00)	
Jun-16		Dump Truck	Feb-15	138,606.00	140,000.00	1,394.00	
Jul-16		Dump Truck	Feb-15	138,606.00	137,500.00	(1,106.00)	
Aug-16		Dump Truck	Feb-15	138,606.00	140,000.00	1,394.00	
Sep-16		Dump Truck	Feb-15	138,606.00	137,500.00	(1,106.00)	
Oct-16		Dump Truck	Feb-15	138,606.00	140,000.00	1,394.00	
Nov-16		Dump Truck	Feb-15	138,606.00	140,000.00	1,394.00	
Dec-16		Dump Truck	Feb-15	138,606.00	137,500.00	(1,106.00)	
				\$ 1,332,542.00	\$ 1,327,500.00	(5,042.00)	

ORDINANCES

ORDINANCE NO. 16-0-__

AN ORDINANCE AMENDING THE TRAFFIC SCHEDULE TO ADD AND REMOVE TRAFFIC LIGHTS AND STOP SIGNS

WHEREAS, the Council finds that the two-way stop signs on 22nd Street at its intersection with Noble Street are due to be removed and replaced with a traffic signal;

WHEREAS, the Council finds that the traffic signal on 21st Street at its intersection with Noble Street is due to be removed and replaced with a two-way stop sign;

WHEREAS, the Council finds that a one-way stop sign is due to be added on on 6th Street at its intersection with Noble Street;

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

Section 1. The City Council of the City of Anniston, Alabama hereby amends and restates Section 15.54(d), Subsection (14) of "The Code of the City of Anniston, Alabama, 1981" in its entirety to read as follows:

Sec. 15.54 - Traffic lights, ect., generally.

No person, while operating a vehicle or as a pedestrian, shall disregard or disobey immediately controlling his movements, given or indicated by a street traffic signal light or sign located at any of the following street intersections within the city:

* * * *

(d) All roadways beginning with the letter "N" through "P":

* * * *

(14) Noble Street and 22nd Street.

* * * *

Section 2. The City Council of the City of Anniston, Alabama hereby amends and restates Section 15.58, Section J of "The Code of the City of Anniston, Alabama, 1981" in its entirety to read as follows:

Sec. 15.58 - Stop intersections generally.

When stop signs or signals are erected giving notice thereof, it shall be unlawful for any person driving or operating a vehicle to enter any of the first named streets in such list without first coming to a complete stop before entering such first named street:

* * * *

Section J. All streets beginning with the letter "N" as follows:

- (1) "N" Street, at its intersection with Quintard Avenue, vehicles approaching from a westerly direction.
- (2) Noble Street, at its west intersection with Pyle Avenue.
- (3) Noble Street, at the west side of its intersection with 3rd Street.
- (4) Noble Street, at its intersection with 5th Street.
- (5) Noble Street, at its intersection with 6th Street.
- (6) Noble Street, at its intersection with 16th Street.
- (7) Noble Street, at its intersection with 19th Street.
- (8) Noble Street, at its intersection with 20th Street.
- (9) Noble Street, at its intersection with 21st Street.
- (10) Noble Street, at its intersection with 24th Street.
- (11) Noble Street, at its intersection with 25th Street.
- (12) Noble Street, at its intersection with 29th Street.
- (13) Noble Street, at its intersection with 30th Street.
- (14) Nocoseka Trail, at its intersection with Eagle Pass Way, vehicles approaching such intersection from the east.
- (15) North Avenue, at its intersection with Moore Avenue, vehicles approaching such intersection from the south.
- (16) North Avenue, at its intersection with 25th Street.

Section 3. This ordinance shall become effective immediately upon its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama, and the City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

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

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Benjamin L. Little, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

ORDINANCE NO. 16-0-__

**AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING CONVEYANCE OF THE SAME**

WHEREAS, the City of Anniston does own and possess certain real property commonly known as 1031 Gurnee Avenue within the City of Anniston and more specifically described in Exhibit A, attached hereto (the "Property");

WHEREAS, the City of Anniston no longer utilizes the Property for municipal or other public purposes;

WHEREAS, the Council finds that the Property is historically and culturally significant in that it was the location of the bus terminal where, on May 14, 1961, local mobs attacked the Congress of Racial Equality's Freedom Riders;

WHEREAS, the Council desires to convey the Property to the National Parks Service, or its designee, for no financial consideration so that it may be used for the purpose of establishing a monument, park, museum or public cultural facility thereon so as to preserve and promote the historical, commemorative, and cultural value of the site and structures located thereon;

WHEREAS the Council finds that the conveyance of the Property to the National Parks Service, or its designee, will serve a legitimate and sufficient public purpose;

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

1. Declaration of Surplus Real Property. It is hereby established and declared that the real property of the City of Anniston located at 1031 Gurnee Avenue, and more particularly described in the attached Exhibit A, is surplus real property that is no longer used or needed by the City of Anniston for public or municipal purposes.

2. Conveyance of the Property to the National Park Service. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, any deeds, real estate sales contracts or other agreements necessary to convey the Property to the National Parks Service, or its designee, for no financial consideration, provided that the City shall retain a right of reversion in the event that the Property is not held or used by the grantee for the purpose of a national park, monument, museum or public cultural facility.

3. Public Purpose will be served by the conveyance to the National Park Service. The Council for the City of Anniston finds and declares that the conveyance of the Property to the National Park Service, or its designee, in accordance with the terms and conditions set forth in this ordinance shall serve a valid and sufficient public purpose.

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

PASSED and ADOPTED this ____ day of December, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

By: _____
Jack Draper, Mayor

By: _____
Jay W. Jenkins, Council Member

By: _____
David E. Reddick, Council Member

By: _____
Benjamin L. Little, Council Member

By: _____
Millie Harris, Council Member

ATTEST:

Alan Atkinson, City Clerk

ORDINANCE NO. 16-O-__

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING CONVEYANCE OF THE SAME

Exhibit A

(Property Description)

The real property located at 1031 Gurnee Avenue, Anniston, AL 36201 is more particularly described as follows:

All that tract or parcel of land being identified as Lot 18, in Block 132, according to the map or plat of Anniston City Land Company recorded in Plat Book A, Pages 416A and 416B, in the Probate Office of Calhoun County, Alabama, and being more particularly described as follows:

Commencing at a ½ inch rebar, being the NW corner of Lot 19, also being the point of intersection of the southerly right-of-way line of 11th Street and the easterly right-of-way line of Gurnee Avenue; thence, with said easterly right-of-way line of Gurnee Avenue on a bearing of S 00° 02' 38" W for a distance of 59.70 feet to a mark in the concrete, said mark also being the NW corner of the herein described tract or parcel of land and also being the true point of beginning; thence, continuing with said easterly right-of-way line of Gurnee Avenue on a bearing of S 00° 02' 38" W for a distance of 60.00 feet to a mark in the concrete; thence, leaving said easterly right-of-way line of Gurnee Avenue on a bearing of N 90° 00' 00" E for a distance of 120.00 feet to a carriage bolt located on the westerly right-of-way line of an alley (said alley being 30.00 feet in width); thence, with the westerly right-of-way line of said alley on a bearing of N 00° 00' 00" E for a distance of 60.00 feet to a mark in the concrete; Thence, leaving the westerly right-of-way line of said alley on a bearing of S 90° 00' 00" W for a distance of 119.95 feet to the point of beginning; containing 0.17 of an acre, more or less, and situated, lying and being in Calhoun County, Alabama.

ORDINANCE NO. 16-0-__

**AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING LEASE OF THE SAME**

WHEREAS, the City of Anniston does own and possess certain real property commonly known as the Air Terminal Building at the Anniston Regional Airport and more specifically described in Exhibit A, attached hereto (the "Property");

WHEREAS, the City of Anniston no longer needs nor utilizes the Property for municipal or other public purposes;

WHEREAS, Anniston Regional Properties, LLC ("ARP") desires to lease the Property for commercial purposes in accordance with the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit B (the "Lease");

WHEREAS, the Council for the City of Anniston finds that executing and entering into the Lease with ARP is in the best interests of the City and its citizens;

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

1. Declaration of Surplus Real Property. It is hereby established and declared that the real property encompassing the Air Terminal Building at the Anniston Regional Airport, as described in Exhibit A, is surplus real property that is no longer used or needed by the City of Anniston for public or municipal purposes.

2. Lease of the Property to ARP. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, the Lease attached hereto as Exhibit B.

3. Lease Affords Sufficient Consideration. The Council for the City of Anniston finds and declares that the consideration paid by ARP pursuant to the Lease is fair, reasonable and sufficient, taking into the terms and conditions of the Lease and the condition, maintenance, repairs, and use associated with the City's continued ownership of the Property. Accordingly, the Council finds that the Lease is in the best interests of the City and its citizens.

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

PASSED and ADOPTED this ___ day of December, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

By: _____
Jack Draper, Mayor

By: _____
Jay W. Jenkins, Council Member

By: _____
David E. Reddick, Council Member

By: _____
Benjamin L. Little, Council Member

By: _____
Millie Harris, Council Member

ATTEST:

Alan Atkinson, City Clerk

ORDINANCE NO. 16-O-__

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING LEASE OF THE SAME

Exhibit A

(Property Description)

Commencing at the Southwest corner of Section 36, Township 16 South, Range 7 East, Calhoun County, Alabama, which is 28.57 feet South of a concrete monument as shown on the City of Anniston's Airport Maps; thence North 71°40' East and a distance of 3,937.90 feet to a railroad spike on the Southerly edge of the asphalt parking area, said point also being the Point of Beginning of the hereafter described parcel of land; thence North 44°00' West and a distance of 488.0 feet to a point; thence North 46°00' East and a distance of 471.0 feet to a point; thence South 44°00' East and a distance of 177.5 feet to the fence; thence South 46°00' West along said fence a distance of 215.0 feet; thence leaving said fence with a bearing of South 44°00' East and a distance of 310.5 feet to a point; thence South 46°00' West and a distance of 256.0 feet to the Point of Beginning.

162,914 sq. ft. - 3.74 acres ±

Less and except:

Aircraft parking ramp, located WNW of fence line separating the Air Terminal Building from the ramp and measuring 177.5 feet by 471.0 feet.

83,602.5 sq. ft. - 1.92 acres ±

ORDINANCE NO. 16-O-__

AN ORDINANCE DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING LEASE OF THE SAME

Exhibit B

(Lease Agreement)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the _____ day of _____, 201____ (the "Effective Date"), by and between The City of Anniston, Alabama, an Alabama municipal corporation (hereinafter referred to as "Landlord"), and Anniston Regional Properties, LLC, an Alabama limited liability company (hereinafter referred to as "Tenant"). Landlord and Tenant are sometimes collectively referred to in this Lease as the "Parties" and individually as a "Party". "Landlord" and "Tenant", or references to such terms, shall include, whenever the context permits or requires a singular or plural connotation, and the legal representatives, successors and authorized or permitted assigns of the Parties.

WITNESSETH:

Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the "Demised Premises" (as defined in Section 1 hereof) in accordance with the provisions contained in all of the Sections of this Lease.

1. Definitions and Basic Data. All references in this Lease to the following terms shall be accorded the meanings or definitions given in this Section 1 as though such meanings or definitions were fully set forth throughout the text hereof.

(a) "Air Terminal Building" means or refers to the existing building which is located within the Demised Premises.

(b) "Anniston Regional Airport" encompasses all of the real property described on Exhibit "A" attached hereto.

(c) "Demised Premises" means or refers to that portion of the Anniston Regional Airport described on Exhibit "B" attached hereto and the drawing attached hereto as Exhibit "C" and all improvements located thereon (including the Air Terminal Building). In addition, although not included on Exhibit "B", it is understood and agreed that Tenant, throughout the Term of this Lease shall have and enjoy the non-exclusive use of all fuel servicing areas, ramps, aprons, landing pads, runways and taxiways now or in the future located or constructed at the Anniston Regional Airport and not leased to others as of the Effective Date. The physical address of the Demised Premises is 2500 Anniston Airport Boulevard, Anniston, Alabama 36203.

(d) "EPA" means or refers to the United States Environmental Protection Agency.

(e) "FAA" means or refers to the Federal Aviation Administration.

(f) "Hazardous Materials" means and includes those elements and compounds which are now or hereafter (i) contained in any list of hazardous substances adopted by the EPA; (ii) contained in any list of toxic pollutants designated by the United States Congress, the EPA, the legislature of, or any board, bureau, commission or agency of, the State of

Alabama, or (iii) defined by any other federal, state or local Laws (as hereinafter defined) regulating or relating to any hazardous, toxic, dangerous waste, substance or material.

(g) "Landlord's Mailing Address" is 1128 Gurnee Avenue, Anniston, Alabama 36201, Attention: City Manager. Landlord may change Landlord's Mailing Address by Notice to Tenant in accordance with Section 20 of this Lease.

(h) "Law" or "Laws" means or refers to any statute, law, ordinance, rule, regulation, requirement, order or decree of any court, governmental agency or authority now or hereafter in effect applicable to the Demised Premises or this Lease including, by way of illustration and not limitation, those adopted by the FAA.

(i) "Rent" shall be paid by Tenant to Landlord as specified in Section 7 of this Lease.

(j) "Tenant's Mailing Address" is 35 Pinecroft Road, Anniston, Alabama 36207. Tenant may change Tenant's Mailing Address by Notice to Landlord in accordance with Section 20 of this Lease.

(k) "Term" or "Term of this Lease" means a period of approximately ten (10) years beginning on the Effective Date and ending at 12:00 midnight on the date which is the tenth (10th) anniversary of the last day of the calendar month following the month in which the Effective Date occurs unless the Effective Date is the first (1st) day of a month, in which event such date of expiration of the Term of this Lease shall be the day prior to the tenth (10th) anniversary of the Effective Date.

2. Representations by Landlord. Landlord hereby represents and warrants to Tenant as follows:

(a) Landlord is a municipal corporation duly formed, validly existing and in good standing under the laws of the State of Alabama and, to the extent required by any applicable Law, is duly authorized to transact business in the State of Alabama, represents and warrants that it is seized of the Demised Premises in fee, is duly authorized and empowered to execute and deliver this Lease, the person(s) executing this Lease on behalf of Landlord is/are duly authorized to do so and this Lease is the valid and legally binding obligation of Landlord, enforceable in accordance with its terms.

(b) During the Term, Landlord, subject to its budgetary constraints and fiscal abilities as determined in the reasonable discretion of Landlord, will pursue all grants, federal or state, which become available for the improvement or enhancement of the Anniston Regional Airport.

3. Representations by Tenant. Tenant hereby represents and warrants to Landlord as follows:

(a) Tenant is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Alabama and, to the extent required by any applicable Law, is duly authorized to transact business in the State of Alabama, is duly authorized and empowered to execute and deliver this Lease, all actions by Tenant necessary to authorize the execution and

delivery of this Lease have been duly taken, the person executing this Lease on behalf of Tenant is duly authorized to do so and this Lease is the valid and legally binding obligation of Tenant, enforceable in accordance with its terms.

(b) that (i) no person on the grounds of race, color, national origin or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Tenant in the use of the Demised Premises; (ii) that in the construction of any improvements by Tenant at the Demised Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Tenant; and (iii) Tenant shall use the Demised Premises in compliance with all Laws.

4. Use. Tenant may use and occupy the Demised Premises for the conduct and operation of a business offering general aviation and related services typically offered by or at an airport comparable in size and location to the Anniston Regional Airport as such business is commonly understood and construed in the aviation industry on the date of this Lease and as such business may, from time to time during the Term, change subsequent to the date of this Lease. Tenant may from time to time, with the prior written consent of Landlord, use portions of the Demised Premises for other non-aviation type lawful uses and purposes. Any and all such permitted uses of Tenant are herein sometimes referred to as "Tenant's Use of the Demised Premises".

Notwithstanding the foregoing uses permitted by Tenant, Landlord reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace and for use of said airspace for landing at, taking off from or operating on the Anniston Regional Airport.

5. Term. The Term of this Lease is for a period of approximately ten (10) years beginning on the Effective Date and ending at 12:00 midnight on the date which is the tenth (10th) anniversary of the last day of the calendar month following the month in which the Effective Date falls unless the Effective Date is the first (1st) day of a month in which event such date of expiration of the Term of this Lease shall be the day prior to the tenth (10th) anniversary of the Effective Date. At the end of the Term, at the mutual election of the Parties, the Parties agree to attempt to negotiate an extension of the Term on terms and conditions comparable to those contained herein.

6. Landlord Right to Terminate Lease. Tenant acknowledges that it has been made aware by Landlord that the Air Terminal Building was constructed for the express purpose of providing space for scheduled airline passenger service operations. The aircraft parking apron which is adjacent to the Air Terminal Building was constructed with funds provided by FAA. Tenant acknowledges and agrees that both the Air Terminal Building and the adjacent parking apron must remain available for scheduled airline passenger service use should a commercial air carrier elect to locate at the Anniston Regional Airport for the purpose of providing scheduled airline passenger service. Landlord has the right, on sixty (60) days advance notice to Tenant, to terminate this Lease in the event a commercial air carrier acceptable to Landlord agrees to

provide scheduled airline passenger service to and from the Anniston Regional Airport. Notwithstanding the foregoing, Tenant shall have the option of constructing additional facilities on the Demised Premises or making other portions of the Demised Premises otherwise available to accommodate the needs of the commercial air carrier in lieu of the Air Terminal Building provided such alternate facilities are satisfactory to the proposed scheduled airline passenger service and such alternate facilities are also acceptable to Landlord and meet all requirements of FAA.

7. Rent. Tenant shall pay Landlord Rent in the amount of Eight Hundred and No/100 (\$800.00) Dollars per month. All Rent payable by Tenant shall be paid to Landlord at Landlord's Mailing Address set forth in Section 1 hereof and shall be paid without previous demand, setoff or deduction except as may otherwise be provided in this Lease in equal monthly installments in advance beginning on the first (1st) day of the next calendar month following the Effective Date and on the first (1st) day of each calendar month during the Term. At the same time the first monthly installment of Rent is due, Tenant shall also pay to Landlord pro rata Rent computed on a per diem basis for the number of days of the preceding calendar month subsequent to the Effective Date. All monthly rental installments due by Tenant to Landlord under this Lease shall be paid no later than the tenth (10th) day of each calendar month. In the event Tenant enters into an Authorized Sublease, as defined in Section 12 hereof, the Rent shall increase to One Thousand and No/100 (\$1,000.00) Dollars per month effective the month following the month in which Tenant enters into an Authorized Sublease and continuing monthly thereafter throughout the Term of this Lease unless such Authorized Sublease shall terminate in which event Tenant shall give written notice to Landlord and the Rent shall decrease to Eight Hundred and No/100 (\$800.00) Dollars per month effective the month following the month in which such Authorized Sublease shall terminate. In the event there is more than one Authorized Sublease, the Rent shall decrease as described in the preceding sentence only if every Authorized Sublease has been terminated.

8. Maintenance and Repairs during the Term.

(a) Tenant accepts the Demised Premises in their current "as is" condition and Landlord makes no covenants, warranties or representations to Tenant with respect to the Demised Premises other than as set forth in the sentence which immediately follows. Landlord shall, throughout the Term of this Lease, maintain and keep in good repair the heating, ventilating and air conditioning system for the Demised Premises (collectively, the "HVAC System") including the obligation to routinely service and change filters for the HVAC System. Landlord shall have no obligation to make any other repairs to the Demised Premises during the Term other than those which involve the HVAC System.

(b) During the Term of this Lease, except for the HVAC System, Tenant shall maintain and keep in good repair the Demised Premises and the surrounding grounds (including cutting grass and maintaining any shrubbery or flower beds) and parking areas within the Demised Premises. Tenant's obligation for grounds maintenance shall extend only to the area within a twenty five foot radius of the Air Terminal Building.

9. Tenant's Possession of the Demised Premises. Possession of the Demised Premises shall be made available to Tenant on the Effective Date.

10. Access and Utilities. Landlord agrees from time to time during the Term, if necessary for Tenant to have and enjoy legal access to the Demised Premises, to grant easements to Tenant in a location and in such form and content as shall be reasonably satisfactory to Landlord and Tenant, across portions of the Anniston Regional Airport for ingress and egress to the Demised Premises. In addition, Landlord agrees from time to time during the Term, for the benefit of Tenant, if necessary to extend any utility service(s) to the Demised Premises, to grant easements, licenses or permits, in a location(s) and in such form and content as shall be reasonably satisfactory to Landlord and Tenant above, over, across or under the Anniston Regional Airport. All such easements, licenses and permits shall, at the election of Landlord, terminate upon expiration of the Term, whether by expiration of time or as otherwise provided in this Lease.

11. Destruction of Demised Premises. If (a) any building located on the Demised Premises is substantially destroyed by fire or other casualty, or (b) any building located on the Demised Premises is destroyed or damaged by fire or other casualty to such an extent that such damage cannot be reasonably repaired within ninety (90) days following such destruction or damage, then Tenant may, by written Notice in accordance with Section 20 of this Lease terminate this Lease, in which event any Rent previously paid for the period beyond the date of destruction shall be refunded to Tenant together with any insurance proceeds received by Landlord and attributable to the value of any leasehold improvements made by Tenant, or paid for specifically by Tenant, to the Demised Premises.

12. Assignment/Sublease. Tenant shall have the right to sublease portions of the Demised Premises to other users or occupants for aviation type or related lawful uses and purposes (an "Authorized Sublease"). In the event Tenant enters into an Authorized Sublease Tenant shall immediately notify Landlord at Landlord's Mailing Address set forth in Section 1 hereof which notice shall include the name of the subtenant and the business the subtenant will conduct at, or from, the Demised Premises and the location within the Demised Premises where such subtenant shall conduct its business or provide services. Tenant may not otherwise assign this Lease or sublet any portion of the Demised Premises to third parties without the prior consent of Landlord. Notwithstanding the right of Tenant to enter into an Authorized Sublease, Tenant shall remain obligated for all of the obligations of Tenant under this Lease throughout the Term of this Lease.

13. Public Liability and Fire Insurance. Tenant shall maintain throughout the Term of this Lease a policy of comprehensive general or public liability insurance with combined single limit coverage of not less than One Million and No/100 (\$1,000,000) Dollars per occurrence at the Demised Premises. Landlord, at its expense, shall throughout the Term of this Lease keep all buildings and other improvements now or hereafter erected, located or placed on the Demised Premises insured against loss by fire, wind, storm and all of the risks and perils usually covered by an extended coverage endorsement to a policy of fire insurance upon property comparable to the Demised Premises in an amount equal to and not less than the full replacement cost thereof. All of such policies of insurance to be maintained by either Landlord or Tenant required by above shall be written by a company (or companies) of recognized good financial standing which

is/are authorized to do insurance business in the State of Alabama. All policies to be carried by Tenant shall reflect Tenant as the insured and name Landlord as an additional insured, as the respective Parties' interests may appear. Tenant shall, on request of Landlord, deliver to Landlord a copy of the certificate for insurance required to be maintained hereunder by Tenant.

14. Waiver of Subrogation. Landlord and Tenant hereby release each other, to the extent of their agreed insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other Party, or any persons claiming under such other Party, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the releasor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect such policies or the right of the releasor to recover thereunder. Landlord and Tenant agree to include in their respective insurance policies a clause permitting this release, so long as the same is obtainable and is includible without extra cost, or if such extra cost is chargeable therefore, so long as the other Party pays such extra cost. If extra cost is chargeable therefore, each Party will advise the other thereof and of the amount thereof, and the other Party, at its election, may pay the same but shall not be obligated to do so. Except as provided above, nothing contained in this Lease shall be deemed to release either Party hereto from liability for damages resulting from the fault or negligence of that Party or its agents, contractors or employees.

15. Mutual Indemnification. Landlord agrees to exonerate, protect, indemnify and hold Tenant harmless from and against any and all losses, damages, claims, suits or actions, judgments and costs, including reasonable attorney's fees, arising out of any injury to or death of persons or damage to property on or about the Demised Premises or the balance of the Anniston Regional Airport caused by the intentional or negligent acts or omissions of Landlord or its employees, agents or contractors. Tenant agrees to exonerate, protect, indemnify and hold Landlord harmless from and against any and all losses, damages, claims, suits or actions, judgments and costs, including reasonable attorney's fees, arising out of any injury to or death of persons or damage to property on or about the Demised Premises or the Anniston Regional Airport caused by the intentional or negligent acts or omissions of Tenant or its employees, agents or contractors.

16. Signs. Tenant shall have the exclusive right to place Tenant's signs in, on and about the Demised Premises, provided the same are in compliance with all Laws and purchased and installed at the sole cost and expense of Tenant and are removed from the Demised Premises at the expiration or earlier termination of the Term and any damages caused by such removal shall be repaired by Tenant.

17. Landlord's Access to Demised Premises. Landlord shall have the right, either itself or through its authorized agents, to (i) enter the Demised Premises during normal business hours after giving Tenant's representatives verbal notice to examine same and to show the Demised Premises to prospective purchasers or tenants within one hundred twenty (120) days prior to the expiration of the Term; (ii) allow inspection by mortgagees; and (iii) make such repairs, alterations or changes, if any, as Landlord is required to make as provided herein.

Notwithstanding anything to the contrary herein, any access given to Landlord or Landlord's authorized agents to enter the Demised Premises shall be subject to Tenant's confidentiality and security rules and regulations and shall be made only upon prior Notice to Tenant and during regular business hours unless Tenant otherwise consents. Tenant reserves the right to accompany Landlord at all times during any entry by Landlord.

18. Default. If Tenant (a) fails to pay any Rent as provided in this Lease and continues to fail to pay such Rent for ten (10) days following Tenant's receipt of Notice from Landlord to that effect; (b) breaches any other agreement or obligation herein set forth and fails to cure such breach within thirty (30) days after written Notice thereof from Landlord (or fails to undertake to cure within such thirty (30) day period and to diligently pursue to completion such cure or remedy as cannot reasonably be completed within the thirty (30) day time period); (c) or consents to the appointment of a receiver or conservator and such receiver or conservator is not removed within sixty (60) days of its appointment, then, in addition to any other lawful right or remedy which Landlord may have, Landlord may, without further Notice, do the following: terminate this Lease and with or without terminating this Lease, relet the Demised Premises upon the best terms and highest rent reasonably available to Landlord, and if the amount of rent received from such reletting is less than Tenant's Rent, Tenant shall immediately pay the difference on demand to Landlord, but if in excess of Tenant's Rent the entire amount shall belong to Landlord free of any claims of Tenant. All rights and remedies of Landlord are cumulative, and the exercise of any one right or remedy on any given occasion shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy. No waiver by Landlord of any covenant or condition shall be deemed to imply or constitute a further waiver of the same covenant or condition at a later time.

If Landlord breaches any agreement or obligation herein set forth and fails to cure such breach within thirty (30) days after written Notice thereof from Tenant (or fails to undertake to cure within such thirty (30) day period and to diligently pursue to completion such cure or remedy as cannot reasonably be completed within the thirty (30) day time period) then, in addition to any other lawful right or remedy which Tenant may have Tenant may, without further Notice, terminate this Lease in which case Rent shall be apportioned as of the date of such termination and Tenant shall be entitled to damages for loss of its leasehold estate. All rights and remedies of Tenant are cumulative, and the exercise of any one right or remedy on any given occasion shall not be an election excluding Tenant at any other time from exercising a different or inconsistent remedy. No waiver by Tenant of any covenant or condition shall be deemed to imply or constitute a further waiver of the same covenant or condition at a later time.

19. Quiet Enjoyment. Landlord covenants and warrants that if Tenant is not in default hereunder, Tenant shall peacefully have and enjoy the sole possession of the Demised Premises during the Term of this Lease free from the adverse claims of any persons, firms or corporations whatsoever and Landlord will fully protect Tenant in the full, complete and absolute possession of the Demised Premises subject to any condemnation, as hereinafter described in Section 22. Landlord agrees not to file or cause any zoning change to be made that would affect the Demised Premises without the prior written approval of Tenant.

20. Notice. Any Notice which Landlord or Tenant is required or desires to give the other hereunder shall be deemed sufficiently given or rendered if in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses for Landlord and Tenant set forth in Section 1 of this Lease. Any Notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed Notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

21. Holdover. If Tenant remains on the Demised Premises beyond the expiration or earlier termination of the Term of this Lease, such holding over in itself shall not constitute a renewal or extension of this Lease, but such holding over shall be on a month to month basis upon the same terms and conditions in effect at such expiration or termination.

22. Condemnation/Government Occupation. If the whole or any significant part of the Demised Premises which would materially and detrimentally affect Tenant's Use of the Demised Premises as determined by Tenant shall be taken or condemned by any competent authority for any public or quasi-public use or purpose or should the United States Government, or any of its agencies, occupy the Demised Premises to such an extent as to materially interfere with Tenant's Use of the Demised Premises then, and in either event, the Term of this Lease shall be terminated, and the Rent shall be apportioned to the date of such taking or occupation. In the event only a portion of the Demised Premises which would not so materially and detrimentally affect Tenant's Use of the Demised Premises as determined by Tenant, shall be taken or condemned by any competent authority for any public or quasi-public use or occupied by the United States Government then, in either event, the Term of this Lease will not terminate and Tenant will receive a rental reduction proportionate to the area of the Demised Premises so taken or occupied. In either case, each Party shall be entitled to claim and receive an award of damages suffered by it by reason of such taking, conveyance or occupation and Tenant shall be entitled to damages for the loss of all or any portion of its leasehold estate. Tenant shall be allowed to share in the award if only a single award is made for the taking or occupation of the Demised Premises or a part thereof. Landlord shall promptly, following any partial condemnation or occupation that does not result in a termination of this Lease, restore the Demised Premises as nearly as possible to the condition as existed immediately prior to such taking or occupation and Rent shall equitably abate during such restoration.

23. Brokerage Commission. Landlord and Tenant warrant to one another that no brokers are involved through them in this Lease and each Party shall indemnify the other against the claim of any broker arising through the indemnifying Party.

24. Additional Charges.

(a) Utilities. Tenant shall, during the Term, pay for all gas, heat, electrical power and telephone services contracted by Tenant to be delivered to or used in the interior of the buildings and other improvements located at or on the Demised Premises. Landlord shall pay the cost for electrical power for all exterior, outdoor or outside lighting at the Anniston Regional Airport not the responsibility of Tenant under the preceding sentence including, by way of illustration and

not limitation, outside lighting for the Demised Premises, ramps, runways, aprons, street lighting and parking lot lighting.

(b) Ad Valorem Taxes. The Demised Premises are currently exempt from ad valorem taxes. Landlord agrees, during the Term of this Lease, not to initiate or endorse any action or application which would subject the Demised Premises to ad valorem taxes. In the event a Law is passed during the Term which subjects the Demised Premises to ad valorem taxes Tenant shall pay the same but shall receive a credit against the Rent due following the payment of such ad valorem taxes. The credit against the Rent shall be equivalent to the amount paid by Tenant for the ad valorem taxes and shall be deducted from the Rent due following the date of such payment until Tenant receives full reimbursement. In the event the ad valorem taxes are greater than the Rent due for the ensuing twelve month period Tenant may, by written Notice to Landlord, terminate this Lease unless Landlord agrees to pay that portion of the ad valorem taxes in excess of the Rent which will be due for the Demised Premises for the ensuing twelve month period. In the event the Lease is terminated pursuant to this Section, Landlord shall pay the ad valorem taxes, Rent shall be apportioned as of the due date for such ad valorem taxes and Tenant shall be entitled to reimbursement from Landlord for the replacement value, as of the date the ad valorem taxes are due, of all improvements made to the Demised Premises by Tenant during the Term.

(c) Personal Property Taxes. Tenant shall pay and discharge, prior to their delinquency, all taxes on personal property owned by Tenant and located at the Demised Premises during the Term of this Lease.

(d) Business Licenses; Sales Taxes. During the Term of this Lease, Tenant shall carry a business license comparable to those of businesses similar to that of Tenant and operating within the corporate limits of the City of Anniston. In addition, during the Term of this Lease, Tenant agrees to collect or pay and remit sales taxes which those businesses which are comparable to that of Tenant are required to collect which are operating within the corporate limits of the City of Anniston.

25. Delays. In any case where either Party hereto is required to do any act (other than make a payment of money), delays caused by or resulting from acts of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations or other causes beyond such Party's reasonable control shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed date, a fixed period of time or a "reasonable" period of time.

26. Early Termination of Lease. Tenant shall have the right to terminate this Lease at any time during the Term on ninety (90) days advance written Notice to Landlord. Landlord shall have the right to terminate this Lease, on sixty (60) days advance notice to Tenant, in the event a commercial air carrier acceptable to Landlord agrees to provide scheduled airline passenger service to and from the Anniston Regional Airport as provided in Section 6 of this Lease. Rent shall be owed by Tenant through any applicable termination period.

27. Environmental Matters. Subsequent to the Effective Date Tenant shall at all times and in all respects comply with all Laws relating to the presence or storage of Hazardous Materials at or on the Demised Premises. During the Term, Tenant shall have responsibility for compliance with all Laws relating to Hazardous Materials at the Demised Premises. At the end of the Term Tenant shall, at the request of Landlord, have an environmental assessment performed with respect to the surface of the Demised Premises and, if necessary, shall, at its cost and expense, carry out and complete any repair, detoxification or other cleanup of the surface of the Demised Premises; provided; that, Tenant shall not be responsible for any of the foregoing relating to any Hazardous Materials located on, in or under the Demised Premises as of the Effective Date, all of which shall be the responsibility of Landlord.

Except for Hazardous Materials brought, kept or used in the Demised Premises by others in the same or a similar business as Tenant, and which are used and kept in compliance with all applicable Laws, Tenant shall not allow any Hazardous Materials to be located in, on or under the Demised Premises or allow the Demised Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Materials except as permitted by Law.

28. Miscellaneous.

(a) Estoppel Certificates. Landlord and Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by the other Party, execute, acknowledge and deliver to the other Party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and (ii) that no default hereunder on the part of the Landlord or Tenant, as the case may be, exists (except that if any such default does exist, the certifying Party shall specify such default), it being intended that any such statement delivered pursuant to this Section 28(a) may be relied upon by any prospective purchaser or encumbrancer (including assignees) of the Demised Premises.

(b) Release. If requested by Landlord, Tenant shall, upon termination of this Lease, execute and deliver to Landlord an appropriate release, in form proper for recording, of all Tenant's interest in the Demised Premises.

(c) Successors and Assigns. The word "Landlord" as used in this Lease shall extend to and include any and all persons, who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Demised Premises; and all of the covenants, agreements, conditions and stipulations herein contained which inure to the benefit of and are binding upon Landlord shall also inure to the benefit of and shall be, jointly and severally, binding upon the successors, assigns and grantees of Landlord, and each of them, and any and all persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Demised Premises. The word "Tenant" as used in this Lease shall extend to and include any and all persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Tenant hereunder and all of the covenants, agreements, conditions and stipulations herein contained which inure to the benefit of or are binding upon Tenant shall also inure to the benefit of and be jointly and

severally binding upon the successors, assigns or other representatives of Tenant, and of any and all persons who shall at any time or from time to time during the term of this Lease succeed to the interest and estate of Tenant hereby created in the Demised Premises.

(d) Modifications. This Lease may be modified only by a written agreement signed by both Landlord and Tenant.

(e) Descriptive Headings. The descriptive headings of this Lease are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Lease.

(f) No Joint Venture. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

(g) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be in force to the fullest extent permitted by law.

(h) Governing Law. This Lease is being executed and delivered, and is intended to be performed, in the State of Alabama and, to the extent applicable, the Laws of the State of Alabama shall govern the validity, construction, enforcement and interpretation hereof. Venue for any action shall be in Calhoun County, Alabama.

(i) Entire Agreement. This Lease embodies the entire agreement between Landlord and Tenant relating to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto.

(j) Multiple Counterparts. This Lease may be executed in any number of identical counterparts, each of which shall constitute an original and all of which together constitute, collectively, one agreement; provided, however, that in making proof of this Lease, it shall not be necessary for either Party hereto to produce or account for more than one such counterpart.

(k) Time of Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Lease.

(l) Attorneys' Fees. In the event that at any time during the term of this Lease either Landlord or Tenant shall institute any action, proceeding or appeal against the other relating to the provisions of this Lease, or incur any attorneys' fees in connection with any default hereunder whether or not any judicial action has been commenced, then, and in that event, the unsuccessful Party in such action or proceeding shall reimburse the successful Party for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful Party.

(m) Effective Date. The Effective Date, as used in this Lease, means the date the last of Landlord or Tenant, if a different date, has executed this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

Landlord:

Attest:

City of Anniston, Alabama

Its: City Clerk

Its: Mayor

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said County and State hereby certify that _____, whose name as Mayor of the City of Anniston, Alabama, an Alabama municipal corporation, and Alan B. Atkinson, whose name as City Clerk of the City of Anniston, Alabama, an Alabama municipal corporation, whose names are signed to the foregoing Lease and who are known to me, acknowledged before me on this date that, being informed of the contents of the Lease, they executed the same voluntarily on behalf of said City of Anniston, Alabama, an Alabama municipal corporation, on the day the same bears date.

Given under my hand and seal this ____ day of _____, 201__.

Notary Public, State of Alabama

My commission expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

Tenant:

Anniston Regional Properties, LLC

Its: _____

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Anniston Regional Properties, LLC, an Alabama limited liability company, is signed to the foregoing Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said Anniston Regional Properties, LLC, an Alabama limited liability company, on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 201__.

Notary Public, State of Alabama

My commission expires: _____

Exhibit "A"

Legal Description of Anniston Regional Airport

Anniston Regional Airport real property consists of approximately 678 acres and is located in Sections 1 and 2, Township 17 South, Range 7 East, Talladega County, Alabama, and Sections 35 and 36, Township 16 South, Range 7 East, Calhoun County, Alabama, and is shown on a Boundary Map dated March of 1996 prepared by Maxwell Surveying, a copy of which has been provided by Landlord to Tenant and to which reference is hereby made as if such survey were affixed hereto.

Exhibit "B"

Legal Description of Demised Premises

Commencing at the Southwest corner of Section 36, Township 16 South, Range 7 East, Calhoun County, Alabama, which is 28.57 feet South of a concrete monument as shown on the City of Anniston's Airport Maps; thence North 71°40' East and a distance of 3,937.90 feet to a railroad spike on the Southerly edge of the asphalt parking area, said point also being the Point of Beginning of the hereafter described parcel of land; thence North 44°00' West and a distance of 488.0 feet to a point; thence North 46°00' East and a distance of 471.0 feet to a point; thence South 44°00' East and a distance of 177.5 feet to the fence; thence South 46°00' West along said fence a distance of 215.0 feet; thence leaving said fence with a bearing of South 44°00' East and a distance of 310.5 feet to a point; thence South 46°00' West and a distance of 256.0 feet to the Point of Beginning.

162,914 sq. ft. – 3.74 acres ±

Less and except:

Aircraft parking ramp, located WNW of fence line separating the Air Terminal Building from the ramp and measuring 177.5 feet by 471.0 feet.

83,602.5 sq. ft. – 1.92 acres ±

Exhibit "C"

Drawing of Demised Premises

Shown on the page attached or affixed hereto.

RESOLUTIONS

RESOLUTION NO. 16-R-__

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE LETTER OF INTENT AND TO TAKE SUCH ACTIONS AS ARE NEEDED TO FULFILL ITS TERMS

WHEREAS, the Public Building Authority for the City of Anniston (“PBA”) is the owner of certain real property at the corner of Grove Street and 14th Street West in the City of Anniston, which is identified as Lot 1 in the DHR Chalk Line Minor Subdivision Plat (Plat Book HH, Page 51, Slide 365) (referred to herein as the “Property”);

WHEREAS, Arbour Valley Development (“AVD”) has expressed its desire and intention to acquire the Property and to construct a seventy unit senior housing complex utilizing federal tax credits administered by the Alabama Housing Finance Authority and a loan from the Calhoun County HOME Consortium (referred to herein as the “Project”);

WHEREAS, the Council for the City of Anniston believes that the Project is in the best interests of the City and its citizens in that it will provide much needed affordable housing for senior citizens earning up to sixty percent of the Area Median Income;

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

Section 1. The City Manager is hereby authorized and directed to take such actions as are necessary and appropriate for the City to acquire the Property from the PBA so that it may be sold or otherwise conveyed to ABV in order to complete the Project;

Section 2. The City Manager is hereby authorized and directed to execute a Letter of Intent with ABV in accordance with the basic terms set forth in ABV’s November 30, 2016 written proposal to the City;

Section 3. The City Manager is hereby authorized and directed to take such further actions as are necessary and appropriate to negotiate a real estate purchase agreement with ABV for the purchase of the Property and to fulfill the basic terms of the Letter of Intent between the parties.

PASSED AND ADOPTED this the ____ day of December, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Benjamin L. Little, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk



242 Inverness Center Drive / Birmingham, AL 35242 / 205.981.3300 / 205.991.9674 fax / www.arbourvalley.com

November 30, 2016

To:
Mr. Kent Davis
City of Anniston
1128 Gurnee Avenue
Anniston, AL 36201

Re: Letter of Intent - Parcel ID 2103064005007000, Lot 1 of Chalkline Subdivision, 5.19+/- Acres on Grove Street

Dear Mr. Davis:

I wanted to follow up on my firm's interest in purchasing the 5.19+/- acre parcel located on Grove Street in the City of Anniston, Calhoun County, Alabama.

The Basic Terms sheet attached outlines basic terms for acquiring the ~5.19+/- acres of property. Should the terms be agreeable, we would gladly provide a contract to solidify a deal.

We would appreciate consideration of this proposal and look forward to receiving feedback from you.

Best regards,

A handwritten signature in blue ink, appearing to read 'Dee Brightwell', is written in a cursive style.

Dee Brightwell
Business Development Manager

BASIC TERMS of Letter of Intent

1. **Property:** Approximately 5.19+/- acres located at in Anniston, Calhoun County, Alabama, Exhibit A.
2. **Purchase Price:** To be determined by appraisal, not less than \$50,000.00 per acre.
Deposit: A deposit of \$10,000 paid to Escrow Agent within 5 days of contract execution which shall be refundable until buyer receives written notice of 9% Tax-Credit award sufficient to Buyer from the Alabama Housing Finance Authority in the 2017 9% Cycle.
3. **Contingency:** Purchaser's obligation to acquire the Property is contingent on its ability to obtain 1) an allocation of 9% tax credits through the Alabama Housing Finance Authority; 2) a firm loan commitment for financing; and 3) local site plan approval.
4. **Due Diligence Period:** From the date of execution to March 30, 2017 due diligence period. Buyer can cancel the option for any reason during initial due diligence period. If buyer cancels the option contract the seller is required to refund the entire escrow deposit.
5. **Length of Contact:** 12 months from date of execution
6. **Contract Extension:** 60 day extensions with additional \$5,000 non-refundable deposit up to 2 extension periods and applied to the purchase price at closing.
7. **Refundable Escrow:** If Buyer's application for 9% Tax-Credits is withdrawn, rejected or denied in the 2017 9% Cycle from the Alabama Housing Finance Authority and Buyer terminates the contract, then the Seller is required to refund the entire escrow deposit upon notification of termination.
8. **First Right of Refusal:** If Buyer is unsuccessful in obtaining Tax-Credits sufficient to Buyer from Alabama Housing Finance Authority in the 2017 9% Cycle, Buyer has first right of refusal through March 30, 2018, so as to pursue Tax Credits in the 2018 9% Cycle..

Acceptance of LOI/ Basic Terms on _____, 2016

Owner: _____

Site Map

Exhibit A



RESOLUTION NUMBER 16-R-___

A RESOLUTION ALLOCATING FUNDS FOR A HOME REPAIR PROGRAM

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

Section 1. That \$_____ is hereby allocated from the General Fund for the Home Repair Program for low to moderate income citizens. Said program shall include but not be restricted to the construction of handicap ramps.

Section 2. That said funds for the Home Repair Program for low to moderate income citizens shall be transferred from _____.

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

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Benjamin L. Little, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk