

CITY OF ANNISTON
August 3, 2021
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - July 20, 2021 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. RECOGNITIONS

- (a) “Fast Feet Track Team”

II. 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 the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG)
- (b) To receive public comments regarding a certain economic development incentive for Tru-Wood Cabinetry, LLC, an Alabama limited liability company
- (c) To receive public comments regarding the FY 2022 Proposed City Manager's Recommended Budget

III. UNFINISHED BUSINESS – None

IV. CONSENT AGENDA

- (a)** Resolution authorizing an Agreement for Professional Services
- (b)** Resolution authorizing the Mayor to execute an agreement with the State of Alabama Department of Transportation and the City of Anniston for maintenance of passive warning devices
- (c)** Motion to approve a Small Cell Tower Permit Application for AT&T New Cingular Wireless

V. RESOLUTIONS

- (a)** Resolution authorizing a Special Economic Development Incentive to Tru-Wood Cabinetry, LLC
- (b)** Resolution adopting the budget for Fiscal Year 2022

VI. ORDINANCES

- (a)** An ordinance amending Chapter 3 Governing the License, Purchase and Sale of Alcoholic Beverages
2nd Reading
- (b)** An ordinance adopting Chapter 34, Article VI Governing Mobile Food Units
2nd Reading

VII. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

VIII. PUBLIC COMMENTS

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 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. Members of the general public who would like to address the City Council during the Public Comment portion of the meeting, may do so in accordance with the rules outlined in Ordinance 21-O-22 adopted by the City Council on November 2, 2020 as stated:

Section 12. Members of the public may address the Council or speak on matters of public concern during the period of the meeting agenda reserved for public comments, subject to the following procedures:

(a) No person shall be allowed to speak during public comments unless he or she submits a Request to Speak During Public Comments form to the Office of the City Manager no later than 3:00 P.M. on the Friday before the Council meeting. The request shall identify the speaker by name and residential address and shall specify the date of the meeting in which the speaker desires to offer public comments.

(b) The period for public comments shall be open to the **first ten (10) persons** who submit a timely request to speak during the meeting at hand.

(c) In advance of each meeting, the City Manager shall provide the Council a list of the persons authorized to speak during the period for public comments, not to exceed ten (10) persons, which shall identify the speakers in the order in which their requests were made. The presiding officer shall call on each person from the list. Once recognized, each person shall be provided no more than **three (3) minutes** to complete his or her public comments.

(d) Those persons who make a timely request, after the first ten (10) requests, shall be first on the list of persons authorized to speak during the period for public comments in the next meeting, unless he or she asks to be removed from the list.

Section 13. All comments made by members of the Council shall be restricted to the matter under consideration and shall be addressed to the presiding officer, except during the period of the meeting reserved for Council Comments. All comments made by members of the Council shall be restricted to three (3) minutes, unless the presiding officer grants exception for good cause.

Section 14. No comments shall be permitted by a member of the Council or by a member of the public that is of a disparaging nature or which would constitute a personal attack on the integrity of any member of the Council or the staff of the City.

Once the speaker has been recognized to speak, he/she 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 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.

(a) David Baker

(b) Joyce Clark

IX. COUNCIL COMMENTS

ADJOURNMENT

MINUTES

Anniston, Alabama

July 20, 2021

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Tuesday, July 20, 2021, at approximately 5:30 o'clock p.m.

Jay Jenkins, Mayor, prayed the Invocation.

Jay Jenkins, Mayor, 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, Roberts, Smith, Harris, and Draper; absent: none. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Roberts made a motion to waive the reading of and approve the minutes of the July 6, 2021 regular meeting. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the June 15, 2021 regular meeting minutes were approved.

Mayor Draper made a motion to adopt the agenda with the addition of a motion to authorize the City Manager to execute an agreement between the City of Anniston and J.R. Wilburn and Associates and a motion to authorize the City of Manager to execute an agreement between the City of Anniston and JSU's Center for Economic Development and Business Research to the consent agenda. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the amended agenda was adopted.

Council Member Jenkins introduced a Proclamation naming Saturday July 31, as Ruby and Paul Blackwell Sr. Day for all their philanthropic efforts.

Mayor Draper read the following addresses for the record: 14 Adams Street, 127 South Spruce, 201 East 28th, 1000 Sugarloaf, 1134 Pine Ave, 1326 Bancroft Ave, 2730 Old Quintard, 2807 Wilmer Ave.

Mayor Draper opened a public hearing to receive public comments regarding over-ruling objections to the abatement of identified nuisances. Group 2021-05. No One Spoke. Mayor Draper closed the public comments regarding over-ruling objections to the abatement of identified nuisances. Group 2021-05.

Mayor Draper opened a public hearing to receive public comments regarding a proposed vacation of a portion of Walnut Avenue & East/West alley between Walnut/Moore/ 13th St/14th St. No One Spoke. Mayor Draper closed the public hearing to receive public comments regarding a proposed vacation of a portion of Walnut Avenue & East/West alley between Walnut/Moore/ 13th St/14th St.

Mayor Draper opened a public hearing to receive public comments regarding a proposed vacation of Symphony Way. No One Spoke. Mayor Draper closed the public hearing to receive public comments regarding a proposed vacation of Symphony Way.

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution over-ruling objections to the abatement of identified nuisances caused by unsafe buildings, structures, or construction Group 2021-05 Grass/Debris/Vehicles (21-R-54)
- (b) Resolution providing for the elimination of a Grade Crossing; repealing all prior actions in conflict herewith; and for other purposes (21-R-55)
- (c) Resolution adopting the 2021 Annual Action Plan and Budget for the City of Anniston's Community Development Block Grant Program and the Anniston/Calhoun County Home Consortium's HOME Program (21-R-56)
- (d) Motion to amend the Classification and Pay Plan to abolish the current Civil Engineer position and reclassify the pay grade for Sr. Engineering Aide
- (e) Motion to authorize the City Manager to execute an agreement between the City of Anniston and J.R. Wilburn and Associates (site design and construction FRNM)
- (f) Motion to authorize the City Manager to execute an agreement between the City of Anniston and Jacksonville State University Center for Economic Development and Business Research (visitor program FRNM)

The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the consent agenda was approved.

Council Member Jenkins made a motion for passage and adoption of a Resolution authorizing certain actions with respect to General Obligation Warrants, Series 2021, of the City of Anniston (21-R-57). The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the Resolution 21-R-57 was passed and adopted.

Council Member Harris made a motion for passage and adoption of a Resolution vacating a portion of Walnut Avenue & East/West Alley between Walnut/Moore/13th St/14th St (21-R-58). The motion was seconded by Council Member Roberts and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the Resolution 21-R-58 was passed and adopted.

Council Member Roberts made a motion for passage and adoption of a Resolution vacating a portion of Symphony Way. The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the Resolution 21-R-59 was passed and adopted.

Council Member Smith made a motion for passage and adoption of a Resolution authorizing collaboration with Anniston Housing Authority to pursue funding for environmental remediation of Cooper Homes Site (21-R-60). The motion was seconded by Council Member Roberts.

Council Member Smith stated for clarity that there are so many issues with that land that she would not feel comfortable about building on this land without having a full clean up. She stated that the council

agreed to have a full cleanup of the property before the Housing Authority continues with plans to create that Senior Citizen Housing Area.

Council Member Roberts stated that the council does not want to half do anything and right now this is the best way to move forward.

And on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the Resolution 21-R-60 was passed and adopted.

Mayor Draper introduced an ordinance amending Chapter 3 Governing the License, Purchase and Sale of Alcoholic Beverages (1st Reading)

Council Member Jenkins made motion to read the ordinance by title only. The motion was seconded by Council Member Harris.

Mayor Draper opened a public hearing to receive public comments on reading the ordinance by title only. No One Spoke. Mayor Draper closed the public hearing to public comments on reading the ordinance by title only.

And on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried.

Mayor Draper read the Ordinance amending Chapter 3 Governing the License, Purchase and Sale of Alcoholic Beverages by title only.

Mayor Draper introduced an ordinance adopting Chapter 34, Article VI Governing Mobile Food Units (1st Reading)

Council Member Jenkins made motion to read the ordinance by title only. The motion was seconded by Council Member Harris.

Mayor Draper opened a public hearing to receive public comments on reading the ordinance by title only. No One Spoke. Mayor Draper closed the public hearing to public comments on reading the ordinance by title only.

And on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried.

Mayor Draper read the Ordinance adopting Chapter 34, Article VI Governing Mobile Food Units by title only.

Ralph Bradford, stated that no one in the African American community agrees with putting the Dr. Satcher Health & Leadership Institution in Glennaddie. He stated that they want to go back to the original site plan of 11th street by the DHR building.

Glen Ray, 3514 Dale Hollow, wanted to echo the sentiments of Mr. Bradford. He stated that the city should not go backward. He stated that he does not think the city should put money into a center that later on will be moved because he does not believe in wasting money.

Richard Jackson, 2317 Noble St, wanted to shed light on who Dr. David Satcher is. He stated that Dr. Satcher is not an ordinary person and went on to head one of the leading medical schools in the world,

Meharry Medical School. He stated that President Clinton in 1993 appointed Dr. Satcher to the head of the CDC and in 1998 President Clinton nominated Dr. Satcher to be the 16th Attorney General of the United States.

Council Member Jenkins had no comment.

Council Member Roberts stated that he is thankful that citizens want to be a part of a positive change. He stated that sometimes they get sidetracked from the ultimate goal which is to do what is right for the City.

Council Member Smith stated that she can only speak on facts and on conversations she has been involved in. She stated that the Dr. Satcher Institute and the Dr. Satcher Clinic are two completely different projects; and that there is a lot of misinformation being put out via Social Media.

Council Member Harris thanked everyone for coming.

Mayor Draper thanked everyone for participating in the survey on the new city hall location and the comprehensive plan. He encouraged citizens to continue participating.

Mayor Draper made a motion to convene into executive session to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the meeting was adjourned into executive session at approximately 6:07 p.m.

PUBLIC HEARING

JUSTgrants # 13424023

2021 Justice Assistance Grant

City of Anniston and Calhoun County, Alabama

ABSTRACT
Technological Improvement Initiative

The City of Anniston and Calhoun County, AL have agreed upon the distribution of funds, the items to be purchased, and the process used to assess program effectiveness. The purpose of each agency's program is to promote public safety by utilizing modern equipment in an effort to police more effectively. Each agency will use grant funds to update the technology and equipment which will allow officers to efficiently maintain and share vital law enforcement information. These updates in equipment provide for increased officer and public safety and improved department efficiency. Although the manner in which these funds will be used makes it difficult to assess program effectiveness through increased arrests, crimes prevented, etc., it is reasonable to expect that police services will be provided more proficiently with the aid of enhanced technology and updated equipment. The goals of the involved agencies are to improve the overall level of public safety and officer safety using the equipment purchased with this grant. They will discuss the progress of their programs and work together to address any problems that may arise.

Identifiers: Computer Software/Hardware
Equipment – Video/Audio
Equipment - General

**LEGAL NOTICE
OF
PUBLIC MEETING
OF
CITY COUNCIL OF ANNISTON, ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Anniston, Alabama (the "City") will meet in public session at 5:30 p.m. on August 3, 2021 at the Anniston City Meeting Center located at 1615 Noble Street, Anniston, Alabama for the purpose of considering the transaction of business that may properly come before the Council such business to include, but not be limited to, the following: The authorization by the Council, pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving a certain economic development incentive for Tru-Wood Cabinetry, LLC, an Alabama limited liability company ("Developer"), in order to provide for, promote and incentivize Developer in opening a new manufacturing facility within the City (the "Project"), on land located at 1608 Akers Road, Anniston, AL 36207 (the "Property").

The City proposes to lend its credit or grant public funds or thing of value for the benefit of Developer and its owners, members and shareholders. Pursuant to the Resolution, the Council would resolve to provide Developer up to One Hundred and Fifty Thousand Dollars (\$150,000) through a new jobs credit incentive, pursuant to the terms and conditions of Developer's agreement with the Calhoun County Economic Development Council (the "EDC") (the EDC will administer the incentive agreement and pay Developer any amounts due, and the City will reimburse the EDC for one-half of any incentive payments made to Developer for eligible new jobs), provided that Developer shall not receive or retain any incentive payment for any new jobs that do not pay a minimum rate of Fifteen Dollars (\$15.00) per hour and/or any new jobs that Developer does not maintain for a period of 24 consecutive months. The Council will further resolve to provide Developer certain in-kind contributions towards the development of the Property, as per the City's agreed Scope of Work, to include the demolition and removal of +/- 9,079 square foot building, grading and gravel of +/- 26,141 square feet of land, and the cutting, grubbing, and hydro-seeding of brush, trees, and growth within the fence-line of the Property. The City's in-kind contribution of labor and equipment is of an estimated value of One Hundred and Fifty Eight Thousand Dollars (\$158,000). The Council will also resolve to waive any fees that would otherwise be charged to Developer with respect to the permitting of any work in development of the Project.

The economic development incentives stated herein shall be granted by the City to and in aid of the Developer for the purpose of promoting the economic development of the City, in consideration of the investment by the Developer in capital improvements of manufacturing and related facilities, equipment and property for its development of the Property in the City, and to increase employment in the City, and to increase the tax and revenue base of the City.

All interested persons may examine and review the Resolution, and all relevant documents pursuant to which the economic development incentive is to be issued, and make copies thereof at personal expense, at the office of the City Manager of the City of Anniston during normal business hours, before and after the meeting referenced herein.

CONSENT AGENDA

RESOLUTION NO. 21-R-__

AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, the Council recognizes the persistent and pervasive risks posed by cybersecurity threats to the City's internet-connected systems, electronic data, and information technology networks;

WHEREAS, the Council desires to engage a firm to provide a network and cybersecurity assessment and risk report and ongoing managed information technology services to identify, implement, and maintain the appropriate measures needed to protect the City's systems, data, and networks and to mitigate cybersecurity risks;

WHEREAS, the Council finds that General Informatics is highly skilled and professional qualified to meet the City's cybersecurity needs;

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

The Council hereby authorizes and directs the City Manager to engage General Informatics to perform the Statement of Work and complete the Project defined in the attached Proposals (AAAQ18149-02 and AAAQ18094-08). The City Manager is further authorized to take such actions as are necessary to meet the City's commitments and requirements under the Proposal and to facilitate the successful completion of the Statement of Work.

PASSED AND ADOPTED on this the ____ day of _____, 2021.

COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

ATTEST:

Millie Harris, Council Member

Skyler Bass, City Clerk

RESOLUTION NO. 21-R-__

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION AND THE CITY OF
ANNISTON FOR MAINTENANCE OF PASSIVE WARNING DEVICES**

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

- Section 1. That Jack Draper as Mayor of the City of Anniston, Alabama, is hereby authorized, directed and empowered for and in the name of the City of Anniston, to execute an Agreement with the State of Alabama acting by and through the Alabama Department of Transportation (ALDOT) for maintenance of the passive warning devices by the City of Anniston for Project No. RHCH-RR21(905) at DOT crossing number 727093H on Clydesdale Avenue and crossing number 727089T on Glen Addie Avenue in Anniston, Alabama being more fully described in the Agreement;
- Section 2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
- Section 3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

PASSED and ADOPTED this 3rd day of August, 2021.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

By: _____
Jack Draper, Mayor

By: _____
Jay Jenkins, Council Member

By: _____
Demetric Roberts, Council Member

By: _____
Ciara Smith, Council Member

By: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk



ALABAMA DEPARTMENT OF TRANSPORTATION

Design Bureau Traffic & Safety Operations

Rail-Highway Safety Programs Group
1409 Coliseum Boulevard, Montgomery, Alabama 36110



Kay Ivey
Governor

John R. Cooper
Transportation Director

June 14, 2021

The Honorable Jack Draper
Mayor, City of Anniston
P. O. Box 2168A
Anniston, Alabama 36202

SUBJECT: Maintenance Agreement
Project No. RHCH-RR21(905)
DOT Nos. 727093H on Clydesdale Avenue
and 727089T on Glen Addie Avenue

Dear Mayor Draper:


Please find enclosed an original Maintenance Agreement for the maintenance of passive warning devices at the above subject location. This Agreement is required by the Federal Highway Administration to secure funding for this Section 130 Safety Project. Please have this Agreement executed by the proper authorities and returned to me for further handling.

Failure to execute this Agreement by July 8, 2021 will be considered a rejection of the Section 130 funds and the above subject location will be deleted from our list of crossings that are deemed to be in need of safety enhancements.

If you have any questions, please contact Oretta Clemons at (334) 242-6828.

Sincerely,

Stanley C. Biddick, P. E.
State Design Engineer

By: 
Oretta D. Clemons
Rail Programs Manager

SCB/ODC:rac
Enclosures
c: File

**Alabama Department of Transportation
Federal Aid Rail/Highway Crossing Improvement
Project No. RHCH-RR21(905)
Agreement for Maintenance of Passive Warning Devices**

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, hereinafter referred to as the "STATE" and the CITY of Anniston, Alabama, hereinafter referred to as the "CITY"

WITNESSETH:

WHEREAS, Federal Section 130 funds will assist the STATE in ninety percent (90%) of the expenses incurred in order to perform Hazard Elimination improvements for the installation of raised median separators with delineators on both approaches of crossing for this project at DOT crossing number 727093H on Clydesdale Avenue and DOT crossing number 727089T on Glen Addie Avenue in the City of Anniston, Calhoun County Alabama.

NOW THEREFORE, the parties hereto agree as follows:

1. Ninety percent (90%) of the total cost for the installation of passive warning devices on this project shall be paid with Federal Section 130 funds. The STATE will not be liable for any funds under this Agreement.
2. The estimated cost of this project payable by the parties is the amount set forth below:

Federal Section 130 Funds	<u>(90%)</u>	<u>\$23,787.00</u>
Railroad Matching Funds	<u>(10%)</u>	<u>\$ 2,643.00</u>
Total Railroad and Federal Funds toward project		<u>\$26,430.00</u>

3. The STATE will invoice the Railroad for its pro rata share of the estimated cost. The Railroad will pay this amount to the STATE.
4. A final inspection shall be made by the STATE after all work items have been completed.
5. The STATE will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).
6. Upon completion and acceptance of this project by the STATE and RAILROAD, the CITY will assume full ownership and responsibility for the portion of the project work under the CITY authority and maintain the devices in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), and subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975) the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns,

from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the maintenance work performed by the CITY under this Agreement.

7. The STATE shall not be responsible for the maintenance of the passive warning devices once the CITY has been notified of the project completion and acceptance.
8. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
10. The RAILROAD will be responsible at all times for all of the work performed under this agreement and, the Railroad will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise hereof arising out of or connected with the work performed under this Agreement.
11. In compliance with Act 2016-312, the Railroad hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
12. Exhibit "M" and "N" is attached hereto as a part of this agreement.

(END OF PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval by the Governor of Alabama.

WITNESS BY:

City of _____, Alabama

BY: _____
City Clerk (Signature)

BY: _____
Mayor (Signature)

Type Name of Clerk

Type Name of Mayor

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: _____
William Patty
Chief Counsel
Alabama Department of Transportation

RECOMMENDED APPROVED:

BY: _____
Stanley C. Biddick, P.E.
State Design Engineer

By: _____
Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, Acting by and through
the Alabama Department of Transportation

BY: _____
Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of
_____, 20____.

BY: _____
Governor of Alabama

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



CITY OF ANNISTON
P.O. Box 2168 ANNISTON, AL 36202

OFFICE OF THE MAYOR
JACK DRAPER

TELEPHONE (256) 236-7691
EMAIL: JDRAPER@ANNISTONAL.GOV

October 13, 2020

Ms. Oretta Clemmons
Rails Program Manager
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

RE: Rail-Highway Grade Crossing Hazzard Elimination Grant - Anniston, AL

Dear Ms. Clemmons:

The City of Anniston recently met with Norfolk Southern to discuss the opportunity to improve public safety with the installation QwickKurb on each side of the two rail-highway grade crossings listed below through funding available from ALDOT. The City backs this proposal.

- Clydesdale Avenue - DOT# 727093H
- Glenaddie Avenue - DOT# 727089T

In our ongoing effort to make our roads as safe as possible for the large number of motorists that travel our highways and streets daily. Participating in this opportunity is consistent with our goals. Installing QwickKurb, particularly at these locations, may help to prevent motorists from taking the risk of "beating the train" at the railroad crossing, thus creating a safer intersection between the roadway traffic and the train traffic.

We appreciate Norfolk Southern's proactive effort to help us improve our community with this safety measure. The City of Anniston fully supports this project.

Sincerely,


Jack Draper
Mayor

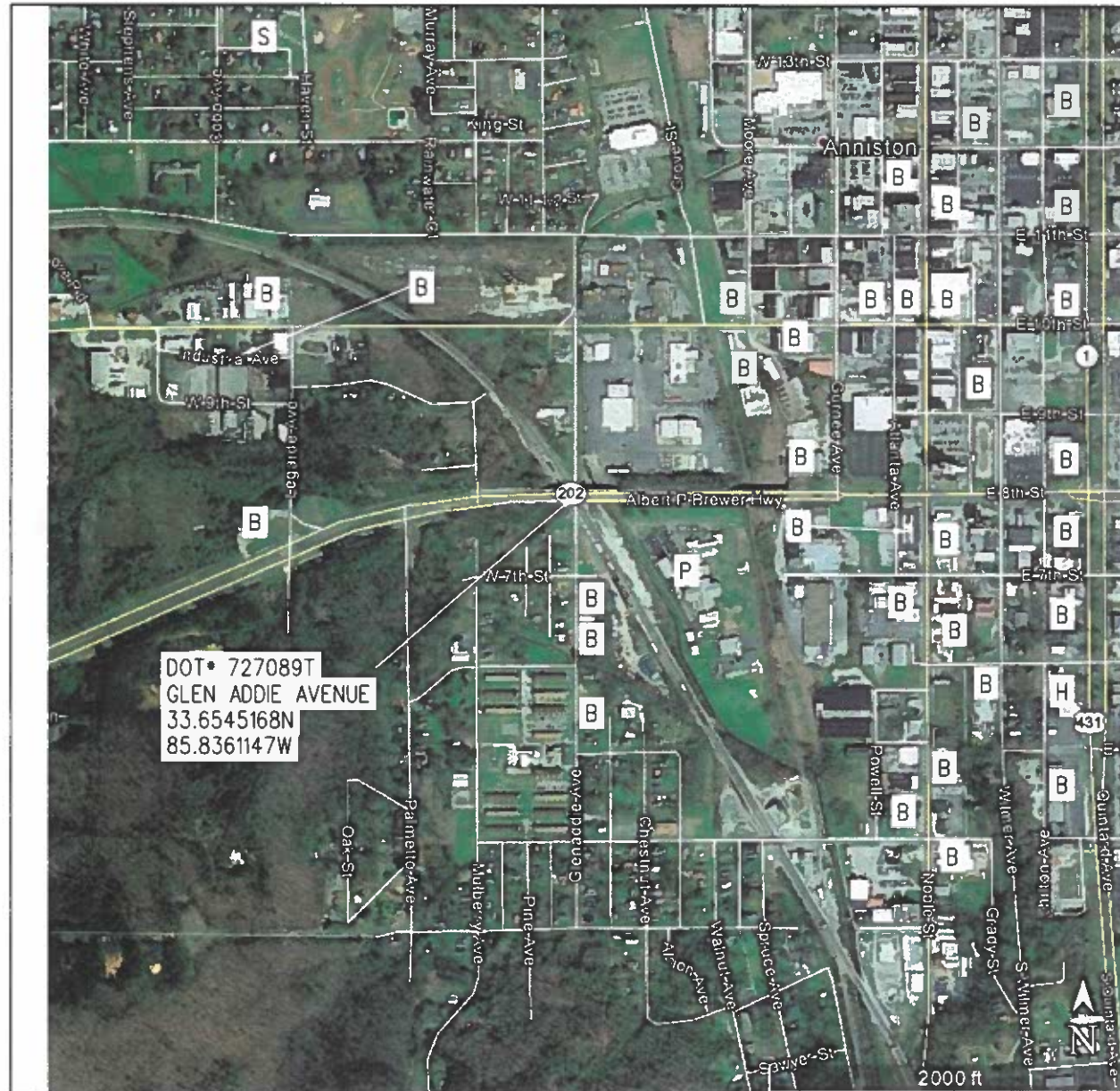


EXHIBIT D - DETAILED CONSTRUCTION ESTIMATE

Grade Crossing Hazard Elimination - DOT# 727089T

Estimate of Proposed Crossing Improvements

Item	Unit	Quantity	Unit Price	Cost
Qwick Kurb Assembly and Parts	LF	150	\$75.00	\$11,250
Manpower/Installation w/ 4 Person crew (Assume 3-hour duration)	MH	12	\$70.00	\$840
MOT/Traffic Controls	LS	1	\$3000.00	\$3,000
Future Maintenance/Warranty for Qwick Kurb*				
Total Cost				\$15,090

* Warranty is 5 years prorated on the curb units. Future maintenance estimated as \$100 per 100 feet of curbing to cover cost of crashed damaged uprights.

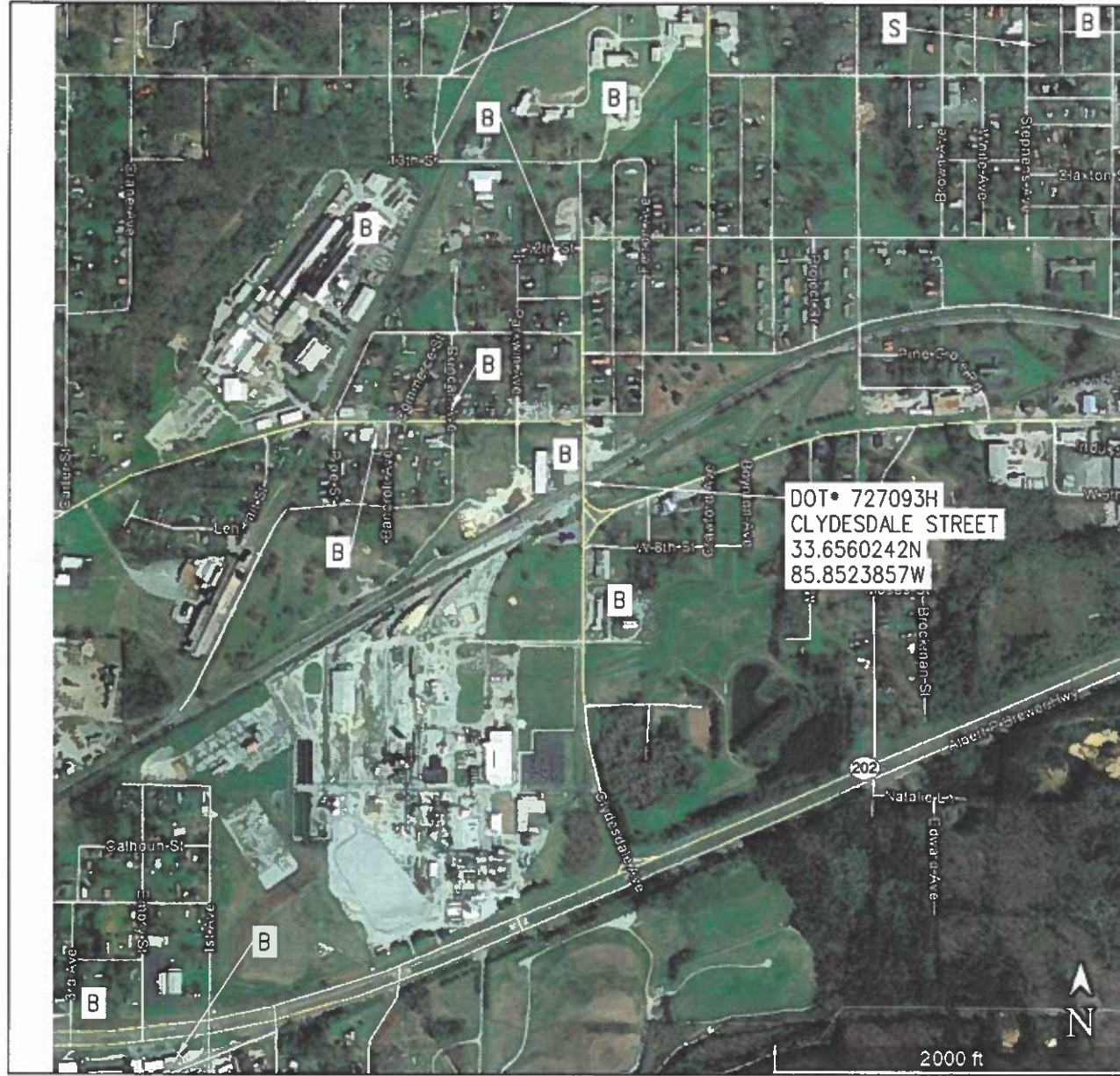



EXHIBIT A - PROJECT AREA MAP

LEGEND

- S SCHOOL/DAYCARE
- E ENTERTAINMENT VENUE
- B BUSINESS
- PR PARK & RECREATION FACILITY
- I INDUSTRIAL PLANT
- L LANDFILL
- H HOSPITAL
- F FIRE STATION
- P POLICE STATION
- A AMBULATORY SERVICES

REV	BY	DATE	DESCRIPTION
DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN			
			
EAST END DISTRICT ALABAMA DIVISION			
ATLANTA, GA			
DOT• 727093H -- ANNISTON, AL CLYDESDALE STREET			
CON	VAL	SEC	N/A
CHK	FILE	N/A	DATE 14-OCT-2020
SHEET NO 01 OF 01 DRAWING NO N/A			

STV INCUBRATK13
JAN 19/2020 10:15 PM
STV INCUBRATK13
JAN 19/2020 10:15 PM

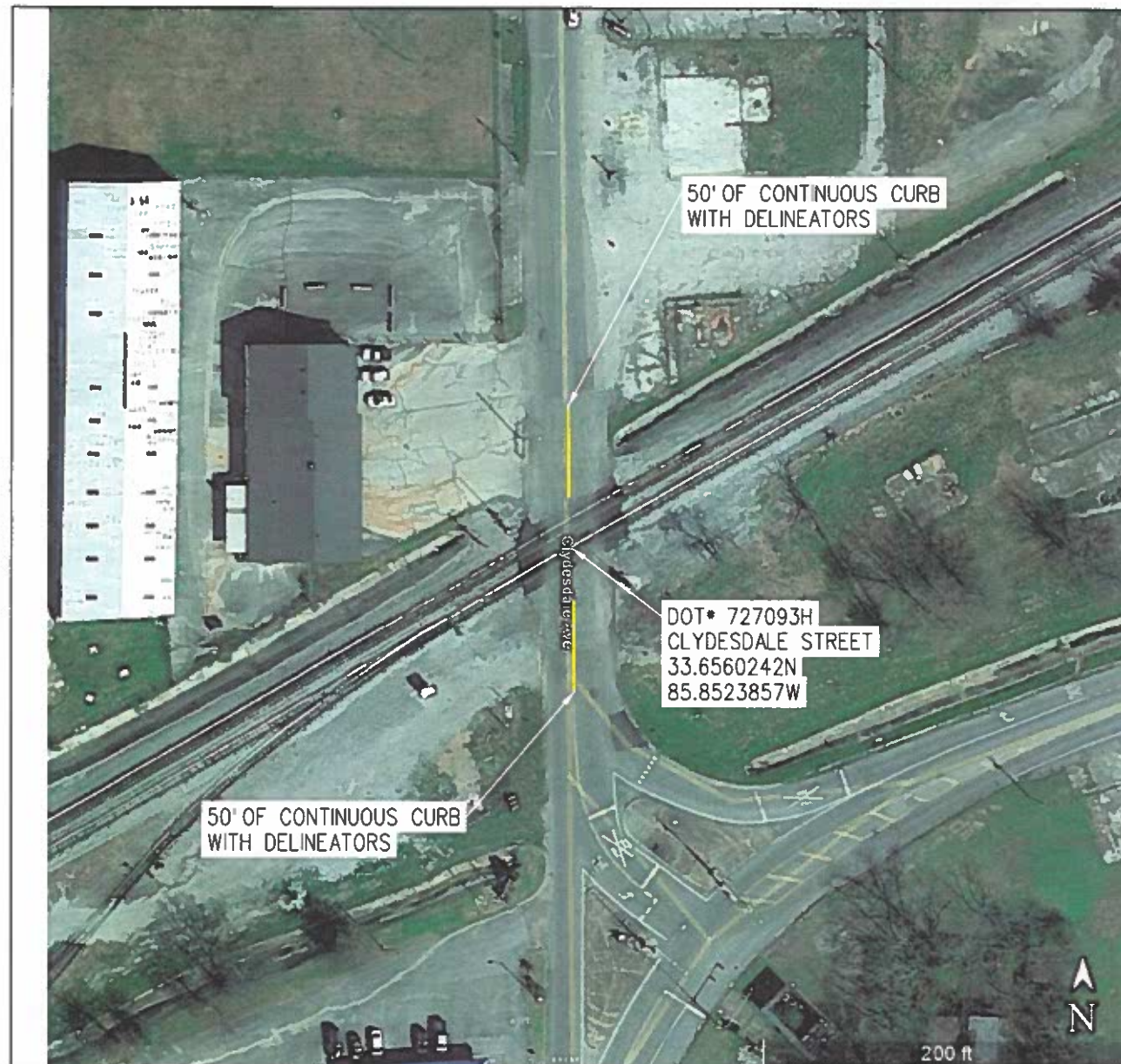
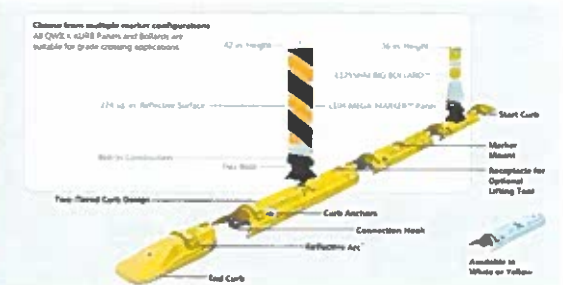



EXHIBIT B - PROPOSED SAFETY IMPROVEMENTS

PROJECT DESCRIPTION: TO INCREASE SAFETY AT THIS RAIL ROAD CROSSING, SECTIONS OF CONTINUOUS CURB ARE BEING PROPOSED TO CHANNELIZE VEHICLES THAT ARE QUEUED AT THE RAIL ROAD CROSSING. THIS WILL DETER DRIVERS FROM DRIVING AROUND THE CROSSING ARM WHEN THE SIGNAL IS ACTIVATED.



NOTE:
CONCEPTUAL - NOT FOR CONSTRUCTION

REV	BY	DATE	DESCRIPTION
DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN			
 NORFOLK SOUTHERN EAST END DISTRICT ALABAMA DIVISION <small>ATLANTA, GA</small>			
DOT* 727093H -- ANNISTON, AL CLYDESDALE STREET			
DOH	VAL SEC	N/A	MAP N/A
CHK	FILE	N/A	DATE 14-OCT-2020
SHEET NO 01 OF 01		DRAWING NO N/A	

STV INCORPORATED
1000 PINEHURST DRIVE SE, SUITE 100
ATLANTA, GEORGIA 30329
(404) 525-1000

EXHIBIT D - DETAILED CONSTRUCTION ESTIMATE

Grade Crossing Hazard Elimination - DOT# 727093H

Estimate of Proposed Crossing Improvements

Item	Unit	Quantity	Unit Price	Cost
Qwick Kurb Assembly and Parts	LF	100	\$75.00	\$7,500
Manpower/Installation w/ 4 Person crew (Assume 3-hour duration)	MH	12	\$70.00	\$840
MOT/Traffic Controls	LS	1	\$3000.00	\$3,000
Future Maintenance/Warranty for Qwick Kurb*				
Total Cost				\$11,340

* Warranty is 5 years prorated on the curb units. Future maintenance estimated as \$100 per 100 feet of curbing to cover cost of crashed damaged uprights.

CITY OF ANNISTON
Building & Safety Division
4309 McClellan Blvd.
Anniston, AL 36206

Phone: 256-231-7720 · Fax: 256-241-0245 · Email: permitting@anniston.al.gov

OFFICE USE ONLY

File No.: _____

SMALL CELL TOWER PERMIT APPLICATION

Project Address: 210 O Street, Anniston Location Name: AANMN-009

IS PROPERTY LOCATED WITHIN A FLOODPLAIN or FLOODWAY?

No (☐) Yes (☐)

IS PROPERTY LOCATED IN A LOCAL HISTORIC DISTRICT?

No (☐) Yes (☐)

(IF UNSURE, PLEASE CHECK WITH PUBLIC WORKS OR ENGINEERING STAFF)

Tower Location: Private Property (☐) City Right Of Way (☒) Other (☐) Explain: _____

Description of Work: Install new utility pole in right of way to house small cell wireless equipment (Wood)

PROPERTY OWNER

Name: AT&T New Cingular Wireless Phone: 407-412-1530 Fax: _____ Cell: _____

Address: 3210 Lake Emma Rd City: Lake Mary State: FL Zip: 32746

CONTRACTOR

Name: Ansco & Associates LLC Phone: 404-508-5700 Fax: _____ Cell: 770-827-4025

Address: 5250 Triangle Pkwy Ste 175 City: Norcross State: GA Zip: 30092

Contact Name: Shari Caldwell Professional License No.: 21576 City Business License No.: 201933

Email: shari.caldwell@anscolc.com

Total Contract Amount: \$25,000 Does Contract Amount Include All Subcontract Work?: Yes (☒) No (☐)

All subcontractors (all tiers) must be listed on the attached subcontractor schedule. Permit holders will be ultimately responsible in ensuring that all subcontractors possess current licensing (business licenses and any applicable professional licenses) and that all required inspections are requested and performed. Ansco's electrical qualifier is Randolph Boynton License 26864

I hereby acknowledge that I have read this permit application and state that all of the above information is true and correct; that I am the owner of the above-referenced property or an authorized agent acting on the owner's behalf; that I agree to comply with all applicable building codes, zoning ordinances and all other laws/regulations pertaining to construction, including those pertaining to flood zone construction/renovation and storm water runoff, whether or not specified herein; and acknowledge that I am responsible for the disposal of all construction and demolition debris in a legal manner. I certify that I have located by actual excavation the City sewer, if available and applicable, that will serve the building for which this permit is being issued and I certify that the building floor elevation is of sufficient height to provide minimum slope requirements from the building to the public sewer or private sewer system; that I hereby agree to protect all public improvements and public utilities adjacent to or serving the property on which this project is located, whether or not the said improvements or public utilities are the property of the City of Anniston; and that I further agree to be financially responsible for any repairs for damage to public improvements and public utilities that are caused as a direct or indirect result of construction hereby permitted.

Signature: SC0250 Digitally signed by: SC0250
DN: CN = SC0250 email = shari.caldwell@anscolc.com, OU = Company, ANS, Users, Standard
Date: 2023.07.01 16:09:50 -0400

Date: 6-8-21

SEE PAGE TWO FOR SUBMISSION REQUIREMENTS

ITEMS TO BE SUBMITTED FOR APPROVAL PURPOSES:

- Engineering drawings depicting the type of facilities, Support Structure, and means and points at which such facilities and associated accessory equipment will be attached to a Support Structure
- Map(s) designating with specificity the location(s) of the requested facilities
- The geographic coordinates of all antenna and other proposed facilities
- If the facilities will be located on a Support Structure on the right-of-way that is owned by any entity other than the city or the applicant, a copy of any license, lease, agreement or other documentation evidencing that the owner of that Support Structure authorizes the facilities to be attached thereto or agrees in principle to authorize that attachment; if the city issues the requested permit before receiving such final documentation, the subject permit may be revoked and any license to use that part of the right-of-way be rescinded.
- Copy of general liability coverage with minimum limits of \$1,000,000.00 per occurrence
- Copy of worker's compensation insurance as required by statute. The general liability coverage shall list the city as an additional insured, and may be provided through a combination of a primary and umbrella policies.

MUNICIPAL USE ONLY

CITY PLANNER: [Signature] Date: 7-23

BUILDING INSPECTOR: [Signature] Date: 7.23.21

CITY ENGINEER: [Signature] Date: 7-23

FIRE MARSHAL: [Signature] Date: 7.23.21

CITY MANAGER: [Signature] Date: _____

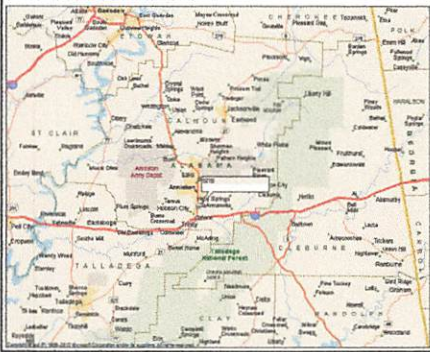
OFFICE USE ONLY

Permit App. & Review Fee: \$ 200.00 + Permit Issuance Fee \$ 100.00 + Annual License Fee (ROW Only): \$ 270.00

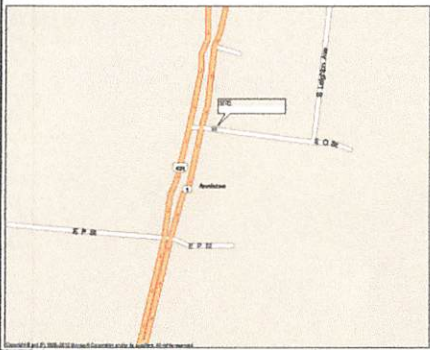
Total Fee Collected: \$ _____

Payment: Cash () Check () No.: _____ Card () Fee: _____ Double Fee: Y () N () Issued By: _____

LOCATION MAP



VICINITY MAP



SCOPE OF WORK

INSTALL AT&T CRAN EQUIPMENT ON A NEW WOOD UTILITY POLE.

DEPARTMENT	NAME / SIGNATURE	DATE
STRUCTURE OWNER		
AT&T PM		
AT&T EE		
AT&T RF		
ANSCO PM		
ANSCO CM		

POLYGON NAME:

AANMN

STRUCTURE NUMBER:

9

FA LOCATION CODE:

14842757

PTN:

2653A0LV9Q

FACE ID:

MRALM035206

PREPARED FOR:



AT&T

PROJECT MANAGER:

ANSCO & ASSOCIATES, LLC.
SPECIALIZED TELECOMMUNICATIONS SERVICES

PREPARED BY:



1000 HOLCOMB WOODS PKWY
SUITE 210
ROSWELL, GA 30076
678-280-2325

PROJECT INFORMATION

ADDRESS: 201 O ST
ANNISTON, AL 36201

LATITUDE: 33.630467

LONGITUDE: -85.825813

JURISDICTION: CITY OF ANNISTON

ZONING: SC

STRUCTURE OWNER: AT&T-NEW

APPLICANT: AT&T

575 MOROSGO DR
ATLANTA, GA 30224

PROJECT MANAGER: ANSCO & ASSOCIATES, LLC
5250 TRIANGLE PKWY NW
NORCROSS, GA 30092

ENGINEER: PM&A
1000 HOLCOMB WOODS PKWY STE. 210
ROSWELL, GA 30076
PATRICK W MARSHALL, P.E.
678-280-2325

DRAWING INDEX

- T-1 TITLE SHEET & PROJECT INFORMATION
- C-1 PROPOSED SITE PLAN
- C-2 POLE ELEVATIONS & DETAILS
- C-3 EQUIPMENT SPECIFICATIONS
- C-4 EQUIPMENT SPECIFICATIONS
- C-5 EQUIPMENT SPECIFICATIONS
- C-6 GROUNDING DETAILS



CALL BEFORE YOU DIG
ALABAMA ONE-CALL
811

<http://www.al811.com/>



POLYGON NAME:
AANMN

STRUCTURE NUMBER:
9

STRUCTURE OWNER:
AT&T-NEW

STRUCTURE ADDRESS:
**201 O ST
ANNISTON, AL 36201**

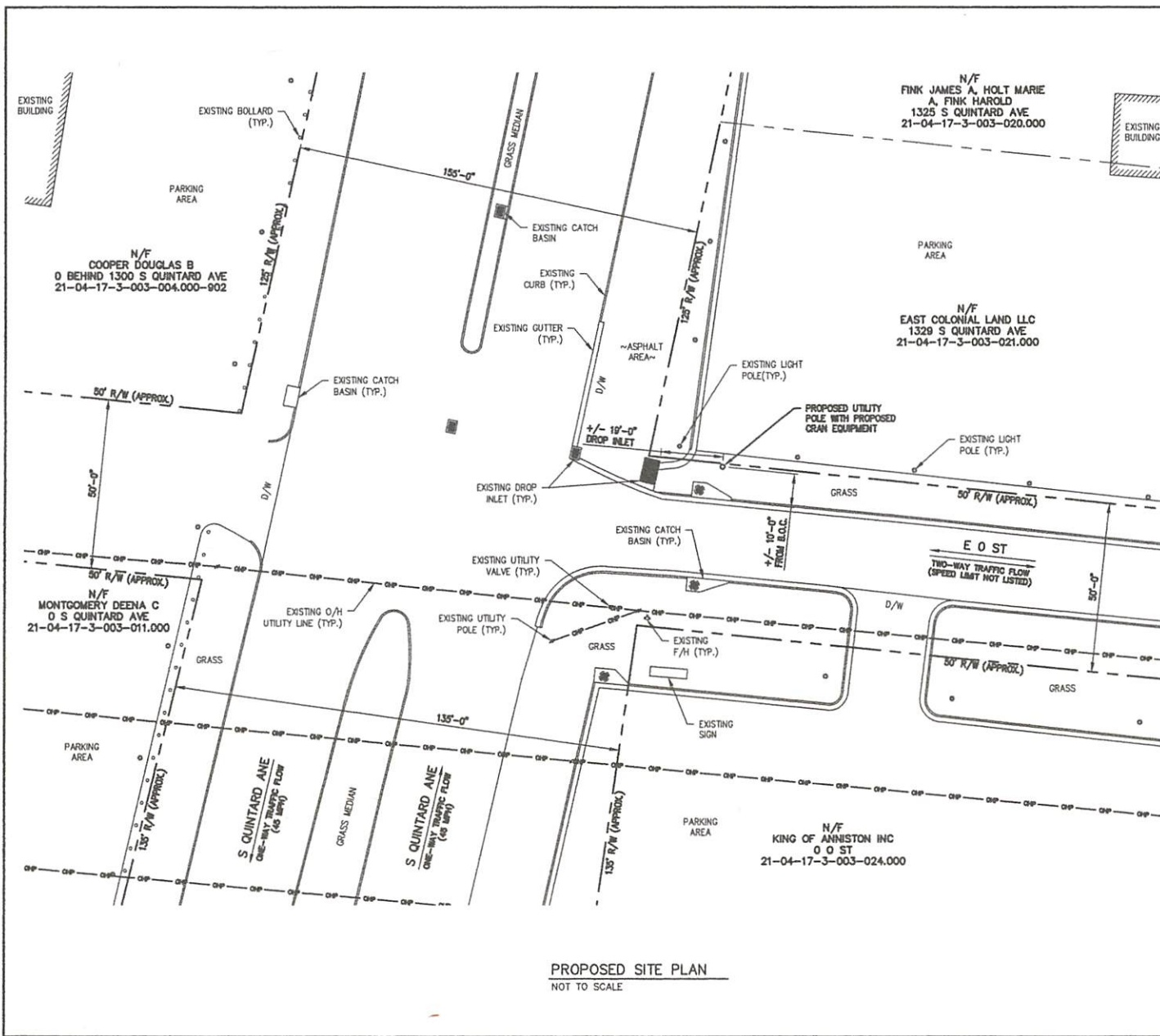
STRUCTURE COORDINATES:
LAT: **33.630467**
LONG: **-85.825813**

NO.	DATE	REVISIONS
1	8/21/21	REVISED POLE LOCATION & RADIUS
0	8/30/19	ISSUED FOR CONSTRUCTION

PREPARED BY: **P. MARSHALL**
DESIGNED BY: **A. RABENGA**
CHECKED BY: **A. RABENGA**
PROJECT #: **ACAT18-284**

SHEET NAME:
TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER:
T-1

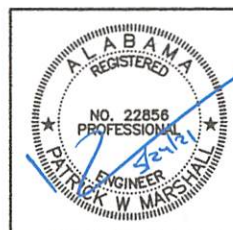
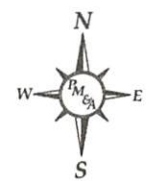


NOTE:

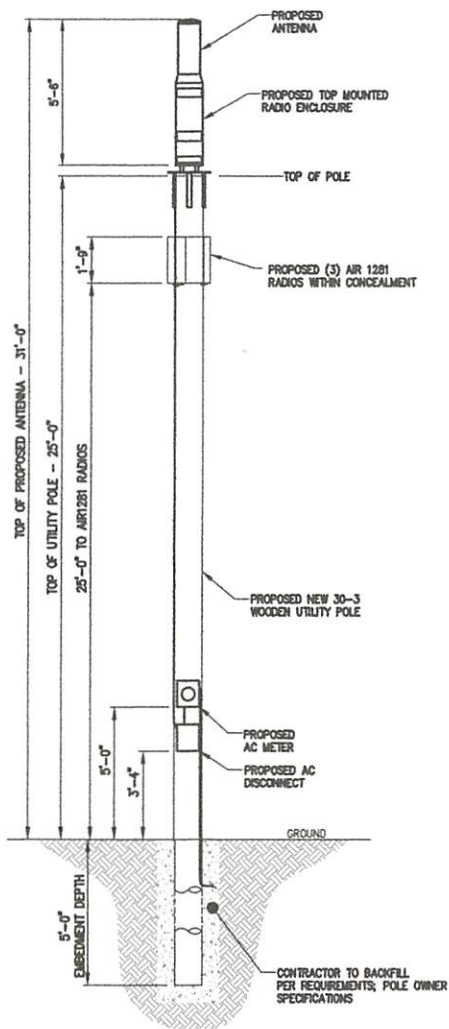
- SITE PLAN DEVELOPED FROM AERIAL PHOTO. CONTRACTOR TO VERIFY FIELD CONDITIONS & DIMENSIONS PRIOR TO CONSTRUCTION.
- ROW INFORMATION SHOWN IS BASED ON JURISDICTION'S GIS DATA.
- CONTRACTOR MUST RESTORE ALL DISTURBED SURFACES AFFECTED BY CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- CONTRACTOR WILL CALL 811 FOR UNDERGROUND LOCATES PRIOR TO EXCAVATION

UTILITY LEGEND:

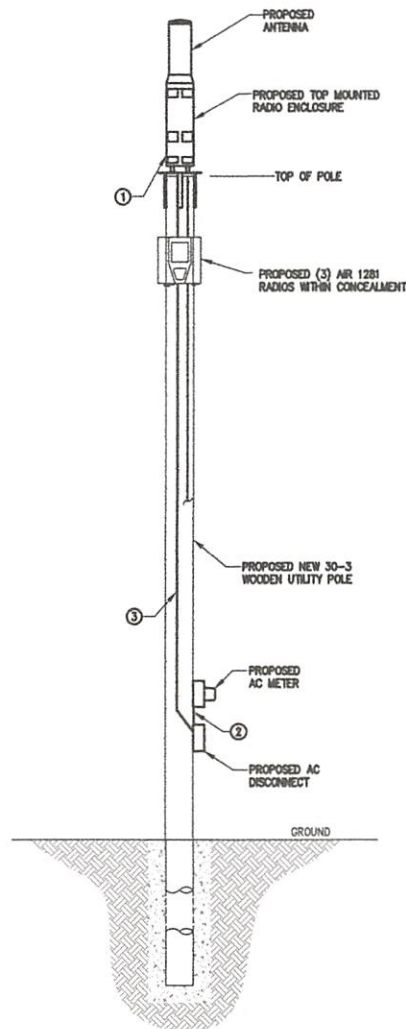
— W —	WATERLINE
— G —	GAS LINE
— P —	BURIED POWER
— TC —	BURIED TRAFFIC CA
— TV —	BURIED CATV
— T —	BURIED TELCO / FIBER



PREPARED BY: 										
POLYCON NAME: AANMMN										
STRUCTURE TAGGER: 9										
STRUCTURE OWNER: AT&T-NEW										
STRUCTURE ADDRESS: 201 O ST ANNISTON, AL 36201										
STRUCTURE COORDINATES: LAT: 33.630487 LONG: -85.825813										
DESIGN REVISIONS:										
<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> <tr> <td>1</td> <td>8/21/21</td> <td>REVISED POLE LOCATION & RADIUS</td> </tr> <tr> <td>0</td> <td>8/30/19</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> </table>		NO.	DATE	REVISIONS	1	8/21/21	REVISED POLE LOCATION & RADIUS	0	8/30/19	ISSUED FOR CONSTRUCTION
NO.	DATE	REVISIONS								
1	8/21/21	REVISED POLE LOCATION & RADIUS								
0	8/30/19	ISSUED FOR CONSTRUCTION								
APPROVED BY: P. MARSHALL DESIGNED BY: A. RABENGA DRAWN BY: A. RABENGA PROJECT #: AGA19-284										
SHEET NAME: PROPOSED SITE PLAN										
SHEET NUMBER: C-1										



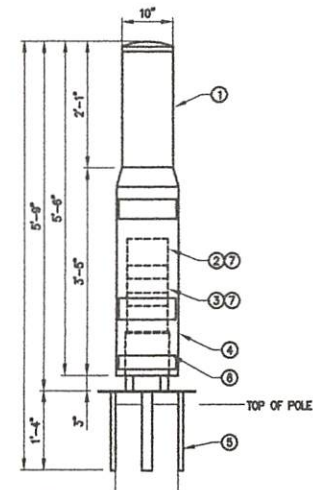
POLE ELEVATION (FRONT)
NOT TO SCALE



POLE ELEVATION (LEFT SIDE)
NOT TO SCALE

NOTES:

- FIBER TRANSPORT DELIVERY CABLE WILL BE BURIED TO THE POLE AND ROUTED EXTERNALLY ALONG THE POLE.
- POWER TRANSPORT DELIVERY CABLE WILL BE BURIED TO THE POLE AND ROUTED EXTERNALLY ALONG THE POLE.
- CONTRACTOR WILL COORDINATE POWER AND FIBER SERVICE REQUIREMENTS AND INSTALLATIONS WITH UTILITY COMPANIES.
- ALL CABLE/JUMPERS/COAX BETWEEN RADIOS, EQUIPMENT AND ANTENNA WILL BE ROUTED EXTERNALLY ALONG THE POLE.
- CONTRACTOR WILL INSTALL #6 GROUND WIRE AND GROUND ROD FOR POWER COMPANY.



KEY NOTES

- GALTRONICS GQ2410-08821 ANTENNA (10" x 24.9" H / 18.3 LBS)
- ERICSSON 4402 (TYP. - 1) (7.8"W x 8.4"H x 4.13"D / 10.34 LBS)
- ERICSSON 4402 (TYP. - 1) (7.8"W x 8.4"H x 4.13"D / 10.34 LBS)
- COMMSCOPE POLE TOP RADIO CONCEALMENT (12" x 41.3" H / 58 LBS)
- COMMSCOPE WOOD POLE MOUNT (19.1" x 18.44" H / 26.56 LBS)
- RAYCAP AC LOAD CENTER (8.6"W x 10.5"H x 5"D / 7 LBS)
- ERICSSON PSU AC 02 (TYP - 3) (12.99"W x 2.88"H x 7.04"D / 11.84 LBS)

OVERALL DIMENSIONS: 84" H x 12" DIA
OVERALL WEIGHT: 173.46 LBS

CRAN BRACKET CONFIGURATION

SCALE: 1" = 2'-0"

KEY NOTES

- PROPOSED RAYCAP AC LOAD CENTER INSTALLED WITHIN RADIO ENCLOSURE
- 1/2" UV RESISTANT SCH80 PVC CONDUIT FOR AC POWER SERVICE TO DISCONNECT.
- 1/2" UV RESISTANT SCH80 PVC CONDUIT FOR AC POWER SERVICE FROM DISCONNECT TO EQUIPMENT.



PREPARED BY:
PM&A
P. MARSHALL
& ASSOCIATES

PROJECT NAME:
AANMN

STRUCTURE NUMBER:
9

STRUCTURE OWNER:
AT&T-NEW

STRUCTURE ADDRESS:
**201 O ST
ANNISTON, AL 36201**

STRUCTURE COORDINATES:
LAT: **33.630487**
LONG: **-85.825813**

DESIGN REVISIONS

NO.	DATE	REVISIONS
1	8/21/21	REVISED POLE LOCATION & RADIOS
2	8/20/19	ISSUED FOR CONSTRUCTION
3		
4		
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17		
18		
19		
20		

PREPARED BY:
P. MARSHALL
DESIGNED BY:
A. RABENDA
CHECKED BY:
A. RABENDA
PROJECT #:
AD18-284

SHEET NAME:
POLE ELEVATIONS & DETAILS

SHEET NUMBER:
C-2



© Patents: Dallas, TX: Patent: Australia: 1195-2265, 3550-3705 and 5150-5525 MHz

QQ2410-06621

Description:
• Pseudo Omni Canister Antenna for Outdoor DAS and Small Cells.
• 4x ports for AKUSPCS/WACS Band 1695-2360 MHz
• 4x ports for CWS Band 3550-3700 MHz
• 2x ports for U-NII Band 5150-5525 MHz*



*Complies with FCC/ISED/CE/UKCA Test Procedures New Rules 471/04. The antenna must be mounted vertically (or as required) for gain and upper side lobe performance. Guidelines for Compliance Testing of Unlicensed National Information

Frequency Band (MHz)	1695-2360	3550-3700	5150-5525	5150-5525
Input Connector Type	4x 4.3-10 (P)	4x 4.3-10 (P)	2x 4.3-10 (P)	2x 4.3-10 (P)
Isolation (dB)		20 dB		
VSWR/Return Loss (Typ)		1.1:1 / 14.3 dB		
Impedance		50 Ω		
Antenna Material		304 Stainless Steel (P)		
Horizontal Beamwidth		120° (3dB)		
Vertical Beamwidth	12°	15.4°	18.7°	23.0°
Max. Gain	8.3 dBi	8.3 dBi	8.3 dBi	8.3 dBi
Av. Gain	7.7 dBi	7.8 dBi	7.8 dBi	7.8 dBi
Efficiency				
Max Power / Peak	120 Watts	50 Watts	10 Watts	10 Watts
Power @ 2nd class	< 11.5 dBi	N/A	N/A	N/A

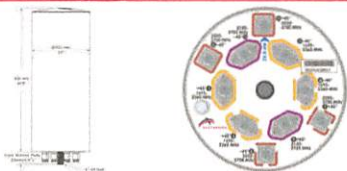
20 Antenna Patterns



Copyright © 2014 - Galtronics Corporation Ltd.
Proprietary Information. All rights reserved. Galtronics reserves the right to modify or amend any antenna in specification without prior notice.



Mechanical Dimensions & Porting Plate Labels



Mechanical Specifications:

Operating Temperature	-40° to 100° (-40° to 100° F)
Antenna Weight	10.3 lbs (4.7 kg)
Antenna Dimension (Diameter x Height)	12.0" (304.8 mm) x 12.0" (304.8 mm)
Antenna Material	304
Antenna Color	Gray, Brown, Black, 304 Stainless Steel
Degree Protection	Standard (IP65)
Wind Survival Rating	150 mph (241 km/h)

Part Numbers, Ordering Options:

Part Number	Part Number
Antenna with 10x 4.3-10 Connectors, Gray	QQ2410-06621-111
Antenna with 10x 4.3-10 Connectors, Brown	QQ2410-06621-112
Antenna with 10x 4.3-10 Connectors, Black	QQ2410-06621-113
Antenna with 10x 4.3-10 Connectors, Chrome (20" Coated Steel)	QQ2410-06621-114
Antenna with 10x 4.3-10 Connectors, Gray (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-115
Antenna with 10x 4.3-10 Connectors, Brown (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-116
Antenna with 10x 4.3-10 Connectors, Black (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-117
Antenna with 10x 4.3-10 Connectors, Chrome (20" Coated Steel) (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-118
Antenna with 10x 4.3-10 Connectors, Gray (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-119
Antenna with 10x 4.3-10 Connectors, Brown (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-120
Antenna with 10x 4.3-10 Connectors, Black (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-121
Antenna with 10x 4.3-10 Connectors, Chrome (20" Coated Steel) (Including 4x 4.3-10 Mounting Kit)	QQ2410-06621-122

Mounting Kit Assembly: (See Note 1)

This assembly kit includes a 1" Mounting Rod Adapter (see Note 1) for use of standard hardware for pole top installation, and a Pole Top Mounting Bracket (see Note 1) for use of standard hardware for pole top installation. Mounting hardware is not included in this assembly. Mounting hardware is not included in this assembly. Mounting hardware is not included in this assembly.

Mounting Hardware: (See Note 1)

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Proprietary Information. All rights reserved. Galtronics reserves the right to modify or amend any antenna in specification without prior notice.

Metro Cell Solutions

COMMSCOPE

SSC-760236966

Pole Top Radio Concealment Antenna Mount

Concealment Enclosure for up to four Ericsson metro cell radios with integrated Load Center

Introduction:

This document describes the Commscope pole top radio concealment antenna mount. The solution is intended to house and conceal up to three 5W metro cell radios directly below a multi-band canister antenna.

Application:

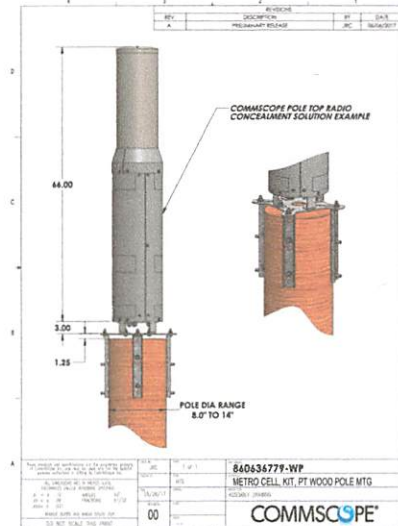
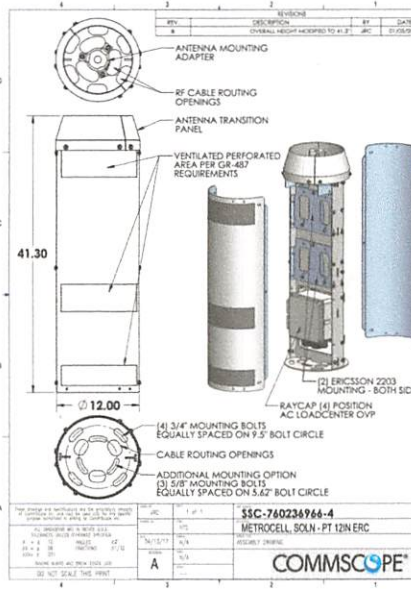
- This solution is specifically intended for use with 1-5 W metro cell radios.
- As-built, accepts four Ericsson 2203/2205 radios.
- Mounting for Integrated AC Load Center.
- Orderable to mount multi-band and multi-port antennas from multiple antenna vendors.
- GR-487 thermally verified via convection cooling.
- Variable pole diameter mounting kits available to mount to existing structures.
- Matching light pole or monopole options available.
- Multiple color options available.



Overall Dimensions and Weight:

Height / Diameter / Weight (Without Antenna, Radio, Load Center)	SSC-760236966-4: 41.3 in. (1049mm) / 12.0 in. (305mm) / 58lb. (26kg) SSC-760236966-5: 42.4 in. (1077mm) / 12.0 in. (305mm) / 58lb. (26kg) Governed per ASTM A1254-12M finish for all steel components. Aluminum components are 6061 compliant chromate. Concealment covers are powder coated Light Grey - RAL 7035. (Other colors available)
Finish	
Antenna Compatibility (Optional PN)	SSC-760236966-11x Commscope 12in Dia Series (SRV/SVP) SSC-760236966-12x Amphenol ACE Galvneer 14.4-15in Dia Series (P4400) SSC-760236966-13x Commscope 8in Dia Series (V760, V160P) Note: "X" denotes size, "1" for Light Grey, "2" for Green, "3" for Black, "4" for Brown.
Radio Compatibility (Ericsson)	Up to (4) Ericsson 2203/2205 Radios

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POLYGON NAME: AANMN

STRUCTURE NUMBER: 9

STRUCTURE OWNER: AT&T-NEW

STRUCTURE ADDRESS: 201 O ST ANNISTON, AL 36201

STRUCTURE COORDINATES: LAT: 33.630487 LONG: -85.825813

DESIGN REVISIONS:

NO.	DATE	REVISIONS
1	5/21/21	REVISED POLE LOCATION & RADIUS
0	8/30/19	ISSUED FOR CONSTRUCTION

APPROVED BY: P. MARSHALL
DESIGNED BY: A. RABENDA
PROJECT #: ADA19-284

SHEET NAME: EQUIPMENT SPECIFICATIONS

SHEET NUMBER: C-3

III



III

III

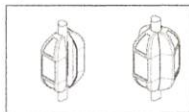
C1 CPRI, 10 and 25Gbps
100-250VAC, -48VDC
+ 150 W

C1 CPRI, 10 and 25Gbps
100-250VAC, -48VDC
+ 150 W

III

III

Option 2 - 900858



Key Design Characteristics

- Dimensions
- 29.4 x 10.1 x 4 in (Single)
- 1, 2 or 3 Sector Design
- Modular
- Variable Azimuths

Variable A

III



STRUCTURE NUMBER **9**

STRUCTURE OWNER
AT&T-NEW

STRUCTURE ADDRESS
201 O ST
ANNISTON, AL 36201

STRUCTURE COORDINATES

LAT:	33.630467
LONG:	-85.825813

[illegible]

1	5/21/23	REVISED POLE LOCATION & RADIOS
0	5/20/19	ISSUED FOR CONSTRUCTION
NO.	DATE	REVISIONS

PREPARED BY:	
APPROVED BY:	P. MARSHALL
DESIGNED BY:	A. RAEBIDA
DRAWN BY:	A. RAEBIDA
PROJECT #:	ACA16-254

SHEET NAME: **EQUIPMENT SPECIFICATIONS**

SHEET NUMBER C-5



PREPARED BY:



POLYGON NAME

AANMN

STRUCTURE NUMBER _____

9

STRUCTURE OWNER:

AT&T-NEW

STRUCTURE ADDRESS

201 O ST
ANNISTON, AL 36201

STRUCTURE COORDINATES

33-830467

LONG -85.825813

DESIGN REVISIONS

[illegible]

PREPARED BY:

APPROVED BY _____

DESIGNED BY:

DRAWN BY:

STREET NAME

GROUNDING DETAILS

SHEET NUMBER

C-6

RESOLUTIONS

RESOLUTION NO. 21-R-__

A RESOLUTION AUTHORIZING
A SPECIAL ECONOMIC DEVELOPMENT INCENTIVE
TO
TRU-WOOD CABINETRY, LLC

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

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

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Tru-Wood Cabinetry, LLC (the "Manufacturer") have agreed to a certain Special Economic Development Incentive (the "Incentive"), as set forth hereinafter.

(b) The Municipality is authorized under Amendment No. 772 to the Constitution of Alabama, 1901, to lend its credit and grant public funds or things of value for the purpose of promoting and incentivizing the economic development of the Municipality.

(c) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds and things of value to Manufacturer for the economic development of the Municipality, specifically, the development and operation of a new manufacturing facility within the Municipality.

(d) The expenditure of public funds and grant of things of value to Manufacturer will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, including Tru-Wood Cabinetry, LLC and the members and owners thereof.

(e) (1) On July __, 2021, the Municipality caused to be published in The Anniston Star, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm the Incentive to Manufacturer, as follows:

(a) The Municipality commits reimburse the Calhoun County Economic Development Council (the “EDC”) one-half of the funds EDC pays to Manufacturer, not to exceed a total sum of \$300,000 (the Municipality’s contribution shall not exceed \$150,000), for new jobs created by Manufacturer at its facility to be developed on land located at 1608 Akers Road, Anniston, AL 36207 (the “Property”), provided said funds are paid in accordance with the new jobs credit incentive agreement between the EDC and Manufacturer, which shall include the requirement that any job qualifying for the new jobs credit incentive must (1) pay a rate of at least \$15.00 per hour and (2) be maintained for a period of 24 consecutive months. Before reimbursing the EDC, the Municipality shall obtain such documentation from Manufacturer and EDC as is necessary to verify the number of new jobs, the pay rate for each new job, and the time period each job. Manufacturer’s new jobs credit incentive shall be paid for new jobs, only, and Manufacturer shall not be due the incentive payment from Municipality for hires to replace or maintain existing jobs.

(b) The Municipality commits to provide certain in-kind contributions of labor, equipment, and materials, and to perform certain work on the Property, to prepare the site for development and construction of Manufacturer’s new facility, in accordance with the agreed, written scope of work, to include:

(1) Demolition. The Municipality, or its contractor, will demolish, remove, and dispose of the existing building on the Property (+/- 9,079 square feet). The Municipality shall have the right to sell, trade, or assign the materials removed from the Property, and the Municipality shall be entitled to retain or transfer any value derived from the disposition of said materials. The Municipality shall not demolish, remove, or dispose of the foundation to the existing building or the paved areas on the Property.

(2) Land Clearing. The Municipality, or its contractor, will cut, grub, and remove all brush, trees, growth, and natural debris up to and within the existing fence-line on the Property, and the Municipality will provide one application of hyrdo-seeding to the land disturbed by the Municipality’s work. The Municipality’s work shall not include, involve, or touch the fencing, itself, or any land outside the fence-line.

(3) Grading and Gravel. The Municipality, or its contractor, will grade and gravel the existing drive and parking area on the Property (+/- 26,141 square feet). The Municipality will further grade the existing ditch line along the western fence-line of the Property, but only to the degree that said ditch line lies within the existing fence-line.

The Municipality's contributions and work, or its contractor's contributions and work, as authorized herein, shall be provided and performed without any warranty, express or implied. The Municipality shall perform the work and provide the materials, and the Manufacturer shall permit and accept the work and materials, without any representation, warranty, guarantee, or promise that (i) the work, materials, equipment, or design are free of defect, whether latent, patent, material, or immaterial, (ii) the work, materials, or design are of good quality, appropriate, workmanlike, suitable, or fit for Manufacturer's purposes, or (iii) pertaining in any way to the site or conditions thereof, before, during, or after the work, including any surface or subsurface materials, utilities, discharges, run-off, and hazardous substances, if any. Manufacturer shall accept the work, materials, and design where-is, as-is upon the Municipality's determination, in its sole discretion, that the work is completed.

(c) The Municipality shall waive any fees and charges that would be due and payable in connection with the licensing and permitting of any work on the Property in connection with the development and construction of Manufacturer's facility on the Property. The waiver of such fees and charges shall expire upon the issuance of a certificate of occupancy for said facility. The waiver of fees and charges shall not relieve Manufacturer, its contractors, or its agents of the duty to provide all submissions and plans, secure all reviews and inspections, and obtain all permits and licenses as are required by the laws, ordinances, codes, and regulations of the Municipality.

Section 3. The City Manager is hereby authorized and directed to execute and deliver any such agreements as are necessary to memorialize, define, and protect the Municipality's commitments, as authorized herein, and to take such actions as are necessary and appropriate to keep and perform the Municipality's commitments and to deliver the Incentive to Manufacturer.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this the ____ day of _____, 2021.

COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTESTED:

Skyler Bass, City Clerk

RESOLUTION NO. 21-R-___

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2022

WHEREAS, the Code of Alabama 1975 title 45, Chapter 8A-Article 2 provides for the process, review, and adoption of an annual budget; and

WHEREAS, a public hearing on the proposed FY 2022 Annual Budget was held on August 3, 2021;

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

Section 1. That the budget attached hereto which each Council Member acknowledges having read and reviewed is hereby adopted as the Budget for the City of Anniston, Alabama for the Fiscal Year 2022.

Section 2. That the City Manager and the City Clerk shall certify the same as being the Budget for the City of Anniston and file the same in the office of the Director of Finance.

Section 3. That said Budget so certified shall be reproduced and sufficient copies be made available for use by all offices, departments, boards, and agencies of the City of Anniston and for use of interested persons.

PASSED AND ADOPTED this ___ day of **August 3, 2021**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk



CITY OF ANNISTON
P.O. Box 2168
ANNISTON, AL 36202

August 3, 2021

In accordance with the Council-Manager Act, we do hereby certify that the attached document is the legal budget of the City of Anniston for the Fiscal Year ending September 30, 2022.

City Manager

City Clerk

ORDINANCES

ORDINANCE NO. 21-O-__

**AMENDING CHAPTER 3 GOVERNING THE LICENSE, PURCHASE
AND SALE OF ALCOHOLIC BEVERAGES,**

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

Section 1. Chapter 3, Article I, Section 3.2, Subsection (j) of “The Code of The City of Anniston, Alabama, 1981,” is hereby amended and restated in its entirety as follows:

Sec. 3.2. – Same—Contents.

* * *

(j) Each applicant for a Club Liquor Retailer license, Class I or Class II, shall also include with the application the following:

(1) A certified copy of the club’s certificate of incorporation, organization, or formation by authority of law, together with a copy of the club’s constitution and by-laws.

(2) A verified list of the paid-up members of the club as of the time of the application, along with the residential address of each paid-up member.

(3) The name and residential address of the manager of the club. If the person shown as manager of the club ceases to be the club’s manager, then the club shall notify the city manager within five days of such change and provide the name and residential address of any new manager.

(4) A copy of any certificate from the Internal Revenue Service or Treasury Department demonstrating the club’s tax-exempt status or such other good and sufficient evidence to demonstrate that the applicant is a bona fide non-profit organization and exists solely for the objects set forth in Section 28-3-1(7)(a)(b), Code of Ala. 1975.

Section 2. Chapter 3, Article I, Section 3.10 of “The Code of The City of Anniston, Alabama, 1981” is hereby amended and restated in its entirety as follows:

Sec. 3.10. – Definitions.

As used in this Chapter, the following terms shall have the meanings ascribed as follows:

(1) *Alcoholic beverages.* Any alcoholic, spirituous, vinous, fermented, or other alcoholic beverage, or combination of liquors and mixed liquor, a part of which is spirituous, vinous, fermented, or otherwise alcoholic, and all drinks or drinkable liquids, preparations or

mixtures intended for beverage purposes, which contain one-half of one percent or more of alcohol by volume, and shall include liquor, beer, and wine.

(2) *Beer, or malt or brewed beverages.* Any beer, lager beer, ale, porter, malt or brewed beverage, or similar fermented beverage containing one-half of one percent or more of alcohol by volume and not in excess of thirteen and nine-tenths percent alcohol by volume, brewed or produced from malt, wholly or in part, or from rice, grain of any kind, bran, glucose, sugar, or molasses. A beer or malt or brewed beverage may incorporate honey, fruit, fruit juice, fruit concentrate, herbs, spices, or other flavorings during the fermentation process. The term does not include any product defined as liquor, table wine, or wine.

(3) *Board.* The Alcoholic Beverage Control Board.

(4) *Brewery.* Any premises licensed by the city to engage in the distillation, production, fermenting, brewing, rectifying, or otherwise in the manufacture of only beer, or malt, or brewed alcoholic beverages, as well as engaging in the receiving, storage, or warehousing only of beer, or malt, or brewed alcoholic beverages within the city for transshipment inside and outside the state.

(5) *Brewpub.* Any establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including Ala. Code § 28-4A- 1, *et seq.*, as such laws may be amended and superseded from time to time.

(6) *Church.* A tax-exempt place of worship set apart primarily for religious purposes and in which religious services are routinely and customarily held and with which a clergyman is associated.

(7) *Class I Club Liquor Retailer.* An establishment meeting the qualifications of a Class I Club and licensed as a Class I Club Liquor Retailer under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-12 and Section 20-X-5-.03 of the Alabama Administrative Code, as may be amended or superseded from time to time, which qualifications include, but are not limited to, the requirement that the club have at least 150 paid-up members and maintain an establishment provided with special space and accommodations where, in consideration of payment, food with or without lodging is habitually served.

(8) *Class II Club Liquor Retailer.* An establishment meeting the qualifications of a Class II Club and licensed as a Class II Club Liquor Retailer under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-12 and Section 20-X-5-.03 of the Alabama Administrative Code, as may be amended or superseded from time to time, which qualifications include, but are not limited to, the requirement that the club have at least 100 paid-up members.

(9) *Class I Lounge Liquor Retailer.* An establishment meeting the qualifications of a Class I Lounge and licensed as a Class I Lounge Liquor Retailer under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-11 and Section 20-X-5-.04 of the Alabama Administrative Code, as may be amended or superseded from time to time.

(10) *Class II Lounge Liquor Retailer.* An establishment meeting the qualifications of a Class II Lounge and licensed as a Class II Lounge Liquor Retailer under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-11 and Section 20-X-5-.04 of the Alabama Administrative Code, as may be amended or superseded from time to time.

(11) *Child Care Center.* A facility licensed by the Alabama Department of Human Resources that provides for the care of 13 or more children.

(12) *City.* The City of Anniston, Alabama, a municipal corporation under the laws of the State of Alabama, to include its corporate limits and its police jurisdiction.

(13) *Convenience Store.* A small-scale retail store that offers for sale a limited line of groceries and household items and may also sell gasoline.

(14) *Entertainment.* Live entertainment or dancing including cabarets, concerts, live bands, ballrooms, dance halls, comedy clubs, karaoke, disc jockeys, or other similar live performances.

(15) *Hotel.* A building or buildings held out to the public for housing accommodations of travelers or transients, and shall include motel, but shall not include a rooming house or boarding house.

(16) *Importer.* Any person engaged in importing alcoholic beverages, liquor, wine, or beer, manufactured outside of the United States of America into this state or for sale or distribution in this state, or to the board or to a licensee of the board.

(17) *Liquor.* Any alcoholic, spirituous, vinous, fermented, or other alcoholic beverage, or combination of liquors and mixed liquor, a part of which is spirituous, fermented, vinous or otherwise alcoholic, and all drinks or drinkable liquids, preparations or mixtures intended for beverage purposes, which contain one-half of one percent or more of alcohol by volume, except beer and table wine.

(18) *Manufacturer.* Any person engaged in the producing, bottling, manufacturing, distilling, rectifying, or compounding of alcoholic beverages, liquor, beer, or wine in this state or for sale or distribution in this state or to the board or to a licensee of the board.

(19) *Maximum Occupancy.* An establishment's occupancy rating set in accordance with the applicable provisions of the city's fire and building safety codes.

(20) *Non-Profit Special Events Retailer.* An organization meeting the qualifications and licensed as a non-profit special events retail licensee under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-1.5, as may be amended or superseded from time to time.

(21) *Nursery School.* A school designed to provide daytime care or instruction for two or more children from two to five years of age.

(22) *On/Off-Premises Beer Retailer.* An establishment licensed and meeting the qualifications of a retail beer licensee for the sale of beer for on-premises and off-premises consumption under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-16, as may be amended or superseded from time to time, provided, however, when the off-premises sale of beer is more than twenty-five percent (25%) of the total combined on-premises and off-premises sales of beer, the establishment shall be regulated for purposes of this Chapter as an off-premises beer retailer.

(23) *On/Off-Premises Table Wine Retailer.* An establishment licensed and meeting the qualifications of a retail table wine licensee for the sale of table wine for on-premises and off-premises consumption under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-14, as may be amended or superseded from time to time, provided, however, when the off-premises sale of table wine is more than twenty-five percent (25%) of the total combined on-premises and off-premises sales of table wine, the establishment shall be regulated for purposes of this Chapter as an off-premises table wine retailer.

(24) *Off-Premises Beer Retailer.* An establishment licensed and meeting the qualifications of a retail beer licensee for the sale of beer for off-premises consumption under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-17, as said laws and regulations may be amended or superseded from time to time. Entertainment shall not be allowed or included on the premises licensed as an off-premises beer retailer.

(25) *Off-Premises Beer/Table Wine Retailer.* An establishment licensed and meeting the qualifications of an off-premises beer retailer or an off-premises table wine retailer, or both, but not to include any establishment licensed to sell liquor for on-premises or off-premises consumption. Entertainment shall not be allowed or included on the premises of such retailers.

(26) *Person.* Any natural person, corporation, company, association, partnership, or incorporated or unincorporated entity.

(27) *Protected Uses.* Churches, schools, nursery schools, and child care centers, provided such uses were established prior to the establishment of a retailer licensed under the state beverage control laws and have not been abandoned or discontinued for a period of six months or longer and further provided that such uses are not separated from the licensed retailer by an expressway or an interstate highway.

(28) *Restaurant.* A reputable place licensed as a restaurant, operated by a responsible person of good reputation and habitually and principally used for the purpose of preparing and serving meals for the public to consume on the premises, and also referred to as food service.

(29) *Restaurant Liquor Retailer.* An establishment meeting the qualifications and licensed as a Restaurant Liquor Retailer under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-13 and Section 20-X-5-.05 of the Alabama Administrative Code, as may be amended or superseded from time to time.

(30) *Retailer.* Any person licensed by the board to engage in the retail sale of any alcoholic beverages to the consumer.

(31) *Retailer's Premises.* The licensed premises and any adjoining parking areas used or available for parking whether such areas are owned, leased, or otherwise assigned to the licensed retailer.

(32) *Special Events Retailer.* An event meeting the qualifications and licensed as a special events retail licensee under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-20 and Section 20-X-5-.12 of the Alabama Administrative Code, as may be amended or superseded from time to time.

(33) *Special Retailer.* An organization meeting the qualifications and licensed as a special retailer under the state alcoholic beverage control laws, including Ala. Code §§ 28-3-1 and 28-3A-19 and Section 20-X-5-.12 of the Alabama Administrative Code, as may be amended or superseded from time to time.

(34) *State Alcoholic Beverage Control Laws.* The alcoholic beverage control laws of this state, as codified in Title 28 of the Code of Alabama, 1975, and the regulations promulgated thereunder by the board, as such laws and regulations may be amended or superseded from time to time.

(35) *Table wine.* Except as otherwise provided in this Chapter, any wine containing not more than 24 percent alcohol by volume. Table wine does not include any wine containing more than sixteen and one-half percent alcohol by volume that is made with herbs or flavors, except vermouth, or is an imitation or other than standard wine. Table wine is not liquor, spirituous, or vinous.

(36) *Wholesaler.* Any person licensed by the board to engage in the sale and distribution of table wine and beer, or either of them, within this state, at wholesale only, to be sold by export or to retail licensees or other wholesale licensees or others within this state lawfully authorized to sell table wine and beer, or either of them, for the purpose of resale only.

(37) *Wine.* All beverages made from the fermentation of fruits, berries, or grapes, with or without added spirits, and produced in accordance with the laws and regulations of the United States, containing not more than 24 percent alcohol by volume, and shall include all sparkling wines, carbonated wines, special natural wines, rectified wines, vermouths, vinous beverages, vinous liquors, and like products, including restored or unrestored pure condensed juice.

Section 3. Chapter 3, Article II, Section 3.11 of "The Code of The City of Anniston, Alabama, 1981" is hereby amended and restated in its entirety as follows:

Sec. 3.11. – Application.

Each applicant seeking the approval of the city council for any beer retailer license or table wine retailer license shall make application to the city council as herein required. Said application

shall be the same as that used by the Alabama Alcoholic Beverage License Control Board and shall be signed and verified as required by said board. The applicant must also submit a nonrefundable processing fee of fifty dollars (\$50.00) with the application.

Section 4. Chapter 3, Article II, Section 3.17 of “The Code of The City of Anniston, Alabama, 1981,” and the ordinance adopting the same, is hereby repealed. Section 3.17 shall be reserved for future use.

Section 5. Chapter 3, Article IV, Section 3.26 of “The Code of The City of Anniston, Alabama, 1981,” and the ordinance adopting the same, is hereby repealed. Section 3.26 shall be reserved for future use.

Section 6. Chapter 3, Article IV, Section 3.27 of “The Code of The City of Anniston, Alabama, 1981” is hereby amended and restated in its entirety as follows:

Sec. 3.27. – Levied; amounts.

(a) In addition to all other taxes and licenses now imposed by law, there is hereby levied and shall be collected as herein provided an annual privilege or license tax on each person engaged in business in the corporate limits of the city hereinafter set forth and in the amount hereinafter indicated as follows:

(1) *Manufacturer license.* Each person licensed by the board as a manufacturer shall pay an annual privilege or license tax of five hundred dollars (\$500.00); and in addition thereto, on or before the twentieth day of each calendar month, such person shall pay to the city for the privilege of so engaging in such business in the next preceding calendar month an additional privilege or license tax of one-tenth of one per centum of the gross receipts of such business received during such next preceding calendar month.

(2) *Importer license.* Each person licensed by the board as an importer shall pay an annual privilege or license tax of five hundred dollars (\$500.00); and in addition thereto, on or before the twentieth day of each calendar month, such person shall pay to the city for the privilege of so engaging in such business in the next preceding calendar month an additional privilege or license tax of one-tenth of one per centum of the gross receipts of such business received during such next preceding calendar month, which said gross receipts were derived only from the sale of alcoholic beverages other than table wine. The privilege or license tax hereby levied on an importer of table wine is two hundred fifty dollars (\$250.00) only.

(3) *Liquor wholesale license.* Each person licensed by the board as a liquor wholesaler shall pay an annual privilege or license tax of five hundred dollars (\$500.00); and in addition thereto, on or before the twentieth day of each calendar month, such person shall pay to the city for the privilege of so engaging in such business in the next preceding calendar month an additional privilege or license tax of one-tenth of one per centum of the gross receipts of such business received during such next preceding calendar month.

(4) *Wine wholesale license.* Each person licensed by the board as a wine wholesaler shall pay an annual privilege or license tax of two hundred seventy-five dollars (\$275.00).

(5) *Beer and wine wholesale license.* Each person licensed by the board as a beer and wine wholesaler shall pay an annual privilege or license tax of three hundred seventy-five dollars (\$375.00), and one hundred dollars (\$100.00) for each warehouse in addition to the principal warehouse.

(6) *Warehouse license.* Each person licensed by the board to operate an alcoholic beverage warehouse shall pay an annual privilege or license tax of two hundred dollars (\$200.00); and in addition thereto, on or before the twentieth day of each calendar month, such person shall pay to the city for the privilege of so engaging in such business in the next preceding calendar month an additional privilege or license tax of one-tenth of one per centum of the gross receipts of such business received during such next preceding calendar month.

(7) *Lounge retail liquor license.* Each person issued a lounge retail liquor license by the board shall pay an annual privilege or license tax of five hundred dollars (\$500.00); and in addition thereto, on or before the twentieth day of each calendar month, such person shall pay to the city for the privilege of so engaging in such business in the next preceding calendar month an additional privilege or license tax of ten (10) per centum of the gross purchases made by the licensee from the alcohol beverage control board of the state during such next preceding calendar month, other than purchases of table wine.

(8) *Restaurant retail liquor license.* Each person issued a restaurant retail liquor license by the board shall pay an annual privilege or license tax of two hundred fifty dollars (\$250.00); and in addition thereto, on or before the twentieth day of each calendar month, such person shall pay to the city for the privilege of so engaging in such business in the next preceding calendar month an additional privilege or license tax of ten (10) per centum of the gross purchases made by the licensee from the alcohol beverage control board of the state during such next preceding calendar month, other than purchases of table wine.

(9) *Club retail liquor license.* Each person issued a club retail liquor license by the board shall pay an annual privilege or license tax of five hundred dollars (\$500.00); and in addition thereto on or before the 20th day of each calendar month, such person shall pay to the city for the privilege of so engaging in such business in the next preceding calendar month an additional privilege or license tax of ten (10) per centum of the gross purchases made by the licensee from the alcohol beverage control board of the state during such next preceding calendar month, other than purchases of table wine.

(10) *Retail table wine license for off-premises consumption.* Each person issued a off-premises retail table wine license by the board shall pay an annual privilege or license tax of seventy-five dollars (\$75.00).

(11) *Retail table wine license for on- and off-premises consumption.* Each person issued a on-premises and off-premises retail table wine license shall pay an annual privilege or license tax of seventy-five dollars (\$75.00).

(12) *Special retail license – short term.* Each person issued a special retail license by the board that is valid for thirty (30) days or less shall pay a privilege or license tax of fifty dollars (\$50.00).

(13) *Special retail license – long term.* Each person issued a special retail license by the board that is valid for more than thirty (30) days, but not to exceed one year, shall pay a privilege or license tax of two hundred fifty dollars (\$250.00) and, in addition, on or before the twentieth day of each calendar month each such person shall pay to the city for the privilege of so engaging in such business in the next preceding month an additional privilege or license tax of ten (10) per centum of the gross purchases made by the licensee from the alcohol beverage control board of the state during such next preceding calendar month, other than purchases of table wine.

(14) *Special events retail license.* Each person issued a special events retail license by the board, which may be for a period not to exceed seven (7) days, shall pay a privilege or license tax of fifty dollars (\$50.00).

(15) *Non-Profit special events retail license.* Each person issued a non-profit special events retail license by the board, which may be for a period not to exceed seven (7) days, shall provide such documentation and attestations as necessary to establish that the licensee is a qualified organization, in accordance with Ala. Code § 28-3A-1.5. No privilege or license tax is levied on a qualified organization properly licensed as a non-profit special events retailer.

(b) A person shall be deemed engaged in business within the corporate limits of the city if that person has a place where any alcoholic beverage is kept or stored for sale or delivery within the corporate limits, or if, pursuant to agreement of sale, express or implied, that person delivers any alcoholic beverage within the corporate limits, or if that person performs within the corporate limits any act authorized to be done only by the holder of any license issued by the board.

Section 7. Chapter 3, Article IV, Section 3.33 of “The Code of The City of Anniston, Alabama, 1981” is hereby amended and restated in its entirety as follows:

Sec. 3.33. – Business outside of city, but within police jurisdiction.

Each person engaged in or carrying on any business licensed by the board, as specified in Section 3.27 of this Article, which has a fixed place of business outside the corporate limits of the city but within the police jurisdiction thereof, shall obtain a license and pay therefor an amount equal to one-half the amount levied and imposed for doing a like business within the corporate limits of the city. Each such person shall be subject to all the other terms and provisions of this Article applicable to businesses within the corporate limits of the city. The privilege or license taxes levied by this section are levied in order to reasonably reimburse the city for regulation of such businesses and the provision of police and fire protection relating thereto.

Section 8. This ordinance shall have force and effect in the police jurisdiction of the City of Anniston and shall take effect immediately upon the expiration of the thirtieth day following its passage and adoption and publication as required by law.

Section 9. The City Clerk shall publish this ordinance in The Anniston Star, a newspaper of general circulation published within the City of Anniston, Alabama, and shall submit a copy of this ordinance and proof of publication and 30-day notice of its applicability within the police jurisdiction to the Alabama Department of Revenue for posting on the Atlas Alabama state website in accordance with Ala. Code § 11-40-10.

PASSED AND ADOPTED on this the ____ day of _____, 2021.

COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

ORDINANCE NO. 21-O-__

**ADOPTING CHAPTER 34, ARTICLE VI
GOVERNING MOBILE FOOD UNITS**

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

Section 1. The Council hereby adopts, enacts, and codifies Chapter 34, Article VI, Sections 34.43 through 34.46, as set forth below, to govern and regulate Mobile Food Units and the operations thereof, which shall state and apply in its entirety as follows:

ARTICLE VI – MOBILE FOOD UNITS

Sec. 34.43. – Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section:

Food(s) shall mean any type of edible substance meant to be eaten by any creature, including, but not limited to, natural persons, dogs, cats, ect.

Mobile food unit(s) shall mean a motorized or non-motorized self-contained vehicle, trailer, or pushcart that is designed to be mobile and to be used for the service of prepared foods, the preparation of foods, or the service of foods in one or more location within the city.

Mobile food unit permit shall mean a permit to operate a mobile food unit within the city as issued under the authority of this article by the city's Fire/Building code official and/or his/her designee.

Sec. 34.44. – License and Permit Required.

(a) **Business License Required.** Any person operating a mobile food unit shall annually obtain and maintain a business license issued by the City Finance Department prior to commencing any sales in the city.

(b) **Mobile Food Unit Permit.** After obtaining a business license, any person operating a mobile food unit shall obtain an annual mobile food unit permit to be issued by the City's Fire/Building code official and/or his/her designee. A separate permit shall be required for each mobile food unit. It shall be unlawful for any person to operate a mobile food unit within the city without a valid and unexpired mobile food unit permit issued by the city pursuant to this article.

(c) **Application Permit Process.**

(1) Any person desiring to obtain a Permit to operate a mobile food unit within the City shall make application thereof, in person, to the city's Fire/Building code official or his/her designee;

(2) The application shall be submitted on a form furnished by the city, which will include, at a minimum, the following information:

- (i) Applicant's name and physical address (to be verified through the presentation of the applicant's U.S. state issued driver's license, U.S. state issued identification card, U.S. passport, or foreign passport with U.S. Visa certification), telephone number, email address;
- (ii) Name, physical address, telephone number of the applicant's employer or principal, if any;
- (iii) Type of mobile food unit applicant is seeking to operate within the city, including a description of such mobile food unit; and
- (iv) The applicant's signature.

The applicant shall provide any such further information or documentation the city's Fire/Building code official deems necessary to review and consider the application in the interests of public health and safety.

(3) The applicant shall fully complete the mobile food unit permit application and, together with the application, submit to the city's official (i) such applicant's U.S. state issued driver's license, U.S. state issue identification card, U.S. passport, or foreign passport with Visa certification, (ii) a copy of all required and current health department approvals for such mobile food unit, and a copy of a current City business license.

(4) At the time of filing the application with the permit official, the applicant shall pay to the department a non-refundable fee in the amount of One Hundred and 00/100 dollars (\$100) to defray the costs of administering this article. The City shall collect a non-refundable fee in the amount of Twenty-Five dollars (\$25) before issuing any renewal of a mobile food unit permit.

(5) Upon receipt of the fully completed application and all required documents, the city's Fire/Building code official or his/her designee shall review and, if appropriate, approve the application.

(6) Upon approval of the application, the city's Fire/Building code official shall complete an inspection of the mobile food unit identified in the permit application. A mobile food unit shall be subject to and comply with any and all relevant codes adopted by the city.

(7) Upon passing of the inspection process, the city's Fire/Building code official shall issue a mobile food unit permit to the applicant. The permit shall show the name and address of the permittee and the date of permit's expiration. Any denial of a permit application shall be in accordance with subsection (d) hereof.

(d) **Denial of Permit.** The city's Fire/Building code official may deny a mobile food permit application or any renewal thereof for any of the following reason:

(1) An investigation reveals that the applicant falsified and/or provided inaccurate information on the application;

(2) The applicant fails to provide proof of possession of any license or permit which, under federal, state, or local law or regulations, the applicant is required to have in order to conduct the proposed business;

(3) There is no proof as to the authority of the applicant to serve as an employee/agent to the employer/principle;

(4) Failure by the applicant to provide all information required by permit application;

(5) Failure of any portion of the inspection of the mobile food unit; and

(6) Any grounds that would warrant a revocation of the permit in accordance with subsection (g) hereof.

The city's Fire/Building code official shall note the denial and the reasons therefore on the application form and mail the applicant written notification of the denial to the address identified on the application.

(e) **Posting of Permit and Business License.** The mobile food unit permit and city business license shall be always posted in a visible location on the mobile food unit while in operation.

(f) **Permit Non-transferable.** Each mobile food unit permit issued for a single unit and applicant. The permit is non-transferable to another owner and/or operator of the same or different mobile food unit. A person operating more than one mobile food unit shall obtain and keep a separate permit for each unit.

(g) **Revocation of Permit.** The Fire Chief, Chief of Police, Fire Marshal, and/or his/her designee may immediately suspend or revoke any mobile food unit permit for just cause or in the interest of public safety, for any of the following reasons:

(1) Any violation by the permittee or an employee or agent of the permittee of this article or any other local, state, or federal law, regulation or code of the city;

(2) Conviction by permittee of any crime involving moral turpitude; or

(3) Operating a mobile food unit in such a manner as to create a public nuisance, constitute a breach of the peace, or endanger the health, safety, or general welfare of the public.

All mobile food units are subject to inspection and enforcement by the city's Fire Department, Police Department, and Fire/Building code official or his/her designee, at any time to determine compliance with any applicable laws, regulations, and codes pertaining to the sale of foods or the business of mobile food unit operators.

(h) **Appeal of Denial, Suspension, or Revocation.** The decision to deny an application or to suspend, other than temporary, or revoke a mobile food unit permit may be appealed to the City Council. Any person aggrieved by the official's action who desires to make appeal shall file a written notice of appeal to the City Clerk within seven (7) days following the date on which the action occurred. After receiving notice of the appeal, the City Clerk shall set a date and time within a reasonable amount of time thereafter for a hearing on the matter. The City Clerk shall provide the appellant written notice of such hearing at least one (1) day prior to the hearing. No person shall acquire any vested right to a mobile food unit permit. Any rights granted hereunder, in whole or in part, are subject to refusal or amendment, at any time or from time to time.

Sec. 34.45. – Requirements; operations.

(a) **Location of Mobile Food Units.**

(1) All mobile food units shall be located off the public right of ways unless approved in advance by the city. While in operation, a mobile food unit shall be only in areas of the city zoned non-residential.

(2) Any person operating a mobile food unit shall have permission of the property owner where the unit is in operation, which shall be evidenced by a writing expressing said permission and signed by the property owner. The operator of the mobile shall keep said written permission in the mobile food unit while located or in operation on the property.

(3) No mobile food unit may be located within two hundred (200) feet of the main entrance of the nearest restaurant during restaurant's posted hours of operation.

(4) All mobile food units shall be located a minimum of ten (10) feet away from any fire hydrants, sidewalks, utility boxes, handicap ramps, and/or building entrances.

(5) No mobile food unit shall be allowed to remain stationary for more than three (3) consecutive days unless approval is granted by the city in advance.

(b) **Times of Operation.** No mobile food unit may sell food in excess of eight (8) hours in any day unless otherwise approved in advance by the city.

(c) **Disposal of Waste and Trash.** Any person operating a mobile food unit shall ensure the proper containment and disposal of all waste and trash associated with the operation before leaving the site of the unit's operation. No person shall use the city's trash receptacles for any purpose associated with the mobile food unit or its operations.

(d) **Utilities.** A mobile food unit shall not use any on-site utilities without written permission obtained from the property owner or authorized user of the utilities thereon.

(e) **Distracting Sounds and Lights.** No person shall use amplified microphones, bull horns, flashing lights or any other distraction sound or light in connection with the mobile food unit's operation unless approved in advance by the city. This subsection does not prevent the use of traditional music for an Ice Cream truck.

(f) **Signage.** Any signage for the mobile food unit shall be affixed to the unit, only. No person shall use any portable signage in connection with the mobile food unit's operation unless approved in advance by the city.

(g) **Public Nuisance Prohibited.** No person shall use, operate, deploy, or locate a mobile food unit in a manner that (i) creates or maintains a public nuisance, (ii) damages or alters public property or infrastructure, and/or (iii) erects or utilizes any permanent or fixed structure in any public place.

Sec. 34.46. – Violations.

Any person who violates any section, subsection, or provision of this article shall commit an offense against the city punishable by a fine not to exceed Five Hundred Dollars (\$500). Each day that a person operates in violation of this article shall be a separate offense punishable by a separate fine.

Section 2. This ordinance shall take effect upon its adoption and publication as required by law, and upon taking effect, all prior ordinances in conflict herewith shall be repealed.

PASSED AND ADOPTED on this the ____ day of _____, 2021.

COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

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Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk