

CITY OF ANNISTON
October 19, 2021
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - October 5, 2021 Regular meeting
 - October 7, 2021 Called meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. PUBLIC HEARING -None

Speaking to a Public Hearing Item

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

- (a)** To receive public comments regarding vacating a portion of West 14th Street alley extending through lot 10

II. UNFINISHED BUSINESS - None

III. CONSENT AGENDA

- (a)** Resolution directing the installation of a fire hydrant
- (b)** Motion to award bid for the demolition of three (3) substandard structures to EMTEK in the amount of \$29,500.00
- (c)** Motion to approve a Retail Beer (Off Premises Only) Retail Table Wine (Off Premises Only) alcohol license application for James D. Hibbitts d/b/a Dixie Mart located at 20 Virginia Avenue North in the police jurisdiction
- (d)** Motion to approve an amendment to the Pay and Classification Plan to include "Graphics and Marketing Coordinator"

IV. ORDINANCES

- (a)** Ordinance adopting Chapter 11, Article II, Division 1, Section 11.13.1 of the Code of Ordinances Regarding Maintenance and Reporting of Fire and Life Safety Records
2nd Reading
- (b)** Ordinance adopting Chapter 34, Article VI of the Code of Ordinances to require registration of vacant properties **2nd Reading**
- (c)** Ordinance declaring interest in real property to be surplus and authorizing termination of Reverter Clause **2nd Reading**

V. RESOLUTIONS

- (a)** Resolution authorizing Professional Services and Technology Agreement with Brycer, LLC
- (b)** Resolution authorizing Professional Services and Technology Agreement with MuniReg, LLC
- (c)** Resolution vacating a portion of West 14th Street alley extending through Lot 10
- (d)** Resolution approving an application seeking permission to incorporate an Airport Authority and authorizing such incorporation

VI. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

VII. 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.

VIII. COUNCIL COMMENTS

ADJOURNMENT

MINUTES

Anniston, Alabama

October 8, 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, October 5, 2021, at approximately 5:30 o'clock p.m.

Jay Jenkins, Council Member, prayed the Invocation.

Jay Jenkins, Council Member, 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.

Bruce Downey, City Attorney, was present.

Steven Folks, City Manager, was present.

Council Member Smith made a motion to waive the reading of and approve the minutes of the September 21, 2021 regular meeting. 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, Draper; nays: none. The motion carried and the September 21, 2021 regular meeting minutes were approved.

Mayor Draper made a motion to adopt the agenda with the additions of items: (K)-a motion to approve the revised pay scale to add step 19, (L) - a Resolution authorizing professional services with CDG Engineers, (M) - a Resolution for the Mayor to execute an agreement with East Alabama for the Anniston Express Fixed Route System and the ADA paratransit services to the consent agenda; and removing item (A), under resolutions, -a resolution authoring Professional Services and Technology Agreement. 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 amended agenda was adopted.

Mayor Draper made a motion to adopt the consent agenda:

- (a) Resolution authorizing the submission of a grant application with the Economic Development Administration under the Travel, tourism, and Outdoors Recreation Program (21-R-73)
- (b) Resolution authorizing the submission of a grant application with the Alabama Department of Economic and Community Affairs under the Recreation Trails Grant Program (21-R-74)
- (c) Resolution authorizing the submission of an application for an Airport Improvement Project for Fiscal Year 2022 for the Anniston Regional Airport (21-R-75)
- (d) Resolution authorizing the Mayor to execute a Memorandum of Agreement with East Alabama Regional Planning and Development Commission with regard to the Environmental Protection Agency Cooperative Agreement (21-R-76)

(e) Motion to award bid for up to three (3) 2021 ½Ton Crew Cab Pickup truck for Anniston Police Department to Sunny King Ford in the amount of \$30,135.00 each

(f) Motion to award bid for up to seven (7) 2021 Police Utility Vehicles 4-door AWD for the Police Department to Sunny King Ford in the amount of \$33,100.00 each

(g) Motion to award bid for one (1) 2021 full size ¾ tone Crew Cab Pickup for the Anniston Police Department to Sunny King Ford in the amount of \$33,000.00

(h) Motion to award bid for police vehicle equipment for up to six (6) 2021 or newer SUV's for the Anniston Police Department in the amount of \$7,788.00 each for a total of \$46,728.00

(i) Motion to award bid for police vehicle equipment for one (1) 2021 or newer model SUV for the Anniston Police Department in the amount of \$6,954.00

(j) A motion to award bid police vehicle equipment for up to four (4) 2021 or newer model full sized body pickup trucks for the Anniston Police Department in the amount \$3,054.30 each for a total of \$12,217.20

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 consent agenda was approved.

Mayor Draper introduced an ordinance adopting Chapter 11, Article II, Division 1, Section 11/13.1 of the Code of Ordinances Regarding Maintenance and Reporting of Fire and Life Safety Records (1st Reading)

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

Mayor Draper opened a public hearing to receive public comments regarding reading the ordinance by title only. No One Spoke. Mayor Draper closed the public hearing to receive public comments regarding 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 and the ordinance will be read by title only.

Mayor Draper read an ordinance adopting Chapter 11, Article II, Division 1, Section 11/13.1 of the Code of Ordinances Regarding Maintenance and Reporting of Fire and Life Safety Records by title only.

Mayor Draper introduced an ordinance adopting Chapter 34, Article VI of the Code of Ordinances to require registration of vacant properties (1st Reading)

Council Member Smith made a 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 regarding reading the ordinance by title only. No One Spoke. Mayor Draper closed the public hearing to receive public comments regarding 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 and the ordinance will be read by title only.

Mayor Draper read an ordinance adopting Chapter 34, Article VI of the Code of Ordinances to require registration of vacant properties by title only.

Mayor Draper introduced an ordinance declaring interest in real property to be surplus and authorizing termination of Reverter Clause (1st Reading).

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

Mayor Draper opened a public hearing to receive public comments regarding reading the ordinance by title only. No One Spoke. Mayor Draper closed the public hearing to receive public comments regarding 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 and the ordinance will be read by title only.

Mayor Draper read the ordinance declaring interest in real property to be surplus and authorizing termination of Reverter Clause by title only.

Mayor Draper introduced a Resolution authorizing the City Manager to execute an Agreement with East Alabama Regional Planning and Development Commission for redistricting services.

Council Member Jenkins made a motion for passage and adoption. 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 was passed and adopted (21-R-79).

Council Member Harris stated that the percentage of covid cases is down by 15%. She stated that she received her booster last week with no problems whatsoever. She urges everyone to get the booster shot if your last covid shot was at least 6 months ago.

Council Member Smith had no comment.

Council Member Roberts stated that they are starting to hear the same old thing regarding the City of Anniston. He stated that if you had a problem with a policy or procedure with the City, try us now. He stated that the City is striving to be better. He asked citizens to please wear your mask when you can.

Council Member Jenkins congratulated the Donohue Varsity Girls Volleyball on competing Monday night at the County finals. He stated that they lost to a very good Alexandria Team. He congratulated Mayor Draper's daughter on being named offensive MVP.

Mayor Draper appreciated Council Member Robert's comments. He thanked Council Member Jenkins for his comments and congratulated the Alexandria team.

There being no further business to come before the council at that time Mayor Draper made a motion that the meeting be adjourned. The motion was seconded by Council Member Roberts; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 5:41 o'clock p.m.

Anniston, Alabama

October 7, 2021

The City Council of the City of Anniston, Alabama, met in Special Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Thursday October 7, 2021, at approximately 12:14 o'clock p.m.

Demetrius Roberts, Council Member, prayed the Invocation.

Demetrius Roberts, Council Member, 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 Roberts, Smith, and Draper; absent: Council Member Jenkins and Harris. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Council Member Roberts made a motion to adopt the agenda. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Roberts, Smith and Draper; nays: none. The motion carried and the agenda was adopted.

Council Member Smith made a motion to approve a Special Events Retail alcohol application for Northeast Alabama Bicycle Association Inc., d/b/a Coldwater Mountain Fat Tire Festival from October 22-24, 2021 located at Zinn Park. The motion was seconded by Council Member Roberts and on call of the roll the following vote was recorded: ayes: Council Member Roberts, Smith and Draper; nays: none. The motion carried.

There being no further business to come before the council at that time Mayor Draper made a motion that the meeting be adjourned. The motion was seconded by Council Member Smith; and on call of the roll, the following vote was recorded: ayes: Council Members Roberts, Smith, and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 12:17 o'clock p.m.

PUBLIC HEARING

**NOTICE OF PROPOSED VACATION OF
W 14th Alley Extending through Lot 10**

A petition has been received by the City of Anniston for the vacation of a street, alley or highway described as follows:

A 7FT.ALLEY EXTENDING THROUGH LOT 10, BLOCK 33, WEST ANNISTON LAND & IMPROVEMENT COMPANY, AS RECORDED IN PLAT BOOK A, PAGE 378, IN THE PROBATE OFFICE OF CALHOUN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DUE NORTH ALONG THE WEST LINE OF SAID LOT 60.00 FT. TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 55 MIN. 19 SEC. EAST ALONG THE NORTH LINE OF SAID LOT 33.00 FT. TO THE TRUE POINT OF THE BEGINNING OF THE HEREAFTER DESCRIBED 7FT.ALLEY; THENCE DUE SOUTH 60.00 FT. TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 55 MIN. 19 SEC. EAST ALONG SOUTH LINE 7.00 FT.; THENCE DUE NORTH AND LEAVING SAID SOUTH LINE 60.00 FT. TO THE NORTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 55 MIN. 19 SEC. WEST ALONG SAID NORTH LINE 7.00 FT. TO THE TRUE POINT OF THE BEGINNING.

A resolution granting the City's assent to this vacation will be considered by the City Council at its regular meeting on **Tuesday, October 19, 2021, at 5:30 p.m.** in the Council Chamber at the Anniston City Meeting Center, 1615 Noble St.

Any citizen alleged to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing. A map of the proposed vacation will be available for public inspection during regular business hours in the Department of Public Works, City Hall

CONSENT AGENDA

RESOLUTION NO. 21-R-____

A RESOLUTION DIRECTING INSTALLATION OF FIRE HYDRANT

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

Section 1: That fire hydrants are, hereby, ordered installed at the following location:

At the intersection of Mountainside Blvd and Mountainside Circle. See attached map for more detail.

Section 2: That the City Clerk, of the City of Anniston, Alabama, mail copies of this resolution to the Chief of the Fire Department of the City and to the Water Works and Sewer Board of the City, which said Board is to install said fire hydrants.

PASSED AND APPROVED this ____ day of _____ 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



Hydrant Location. If possible you can install the hydrant where it was previously located.

FACT SHEET

SUBJECT: Evaluation of bids for demolition of 3 substandard structures.

FACTS: Funding from General Fund.

VENDORS SUBMITTING BIDS

EMTEK

322 Walnut Ave	\$6,000.00
1624 Rocky Hollow Rd.	\$15,000.00
425 East E. Street	\$8,500.00
<hr/>	
Total (<i>for all three structures</i>)	\$29,500.00

RECOMMENDATION: EMTEK was the only bidder. The bid should be awarded to EMTEK in the amount of \$29,500.00.

Myra Bushard

From: Tana Bryant
Sent: Thursday, October 7, 2021 10:36 AM
To: Myra Bushard; Skyler Bass
Subject: Removal of one structure from bid list

Please remove 1608 Moore Avenue from the bid totals. They city has taken down the structure. The new total to be awarded is \$29,500.00.

Thank you!

Respectfully,

Tana Bryant, CCEA, CCEO

Sr. Code Enforcement Officer
City of Anniston
4309 McClellan Blvd.
Anniston, AL 36206
256-231-7733 office
256-283-9650 cell
256-231-7748 fax

*AACE Education Director
Code Officials Association of Alabama-Treasurer*



	Emtek	Teague	Hall Bldg.
1. 425 East E. St.	8,500 ⁰⁰	No Bid	No Bid
2. 1624 Rocky Hollow Rd	15,000 ⁰⁰	No Bid	No Bid
3. 322 Walnut	6,000 ⁰⁰	No Bid	No Bid
4. 1608 Moore Ave	12,000 ⁰⁰	No Bid	No Bid
	41,500 ⁰⁰	No Bid	No Bid

Emtek

All work must be started no later than ten (10) calendar days and completed, inspected, and accepted by the City of Anniston no later than thirty (30) calendar days from the date of the notice to proceed. All demolition permits must be obtained prior to the start of work.

<u>Item#</u>	<u>Location</u>	<u>Amount</u>
1.	1608 Moore Avenue (PPIN#19093)	\$ <u>12,000.00</u>
2.	322 Walnut Avenue (PPIN#18291)	\$ <u>6,000.00</u>
3.	1624 Rocky Hollow Rd. (PPIN#21020)	\$ <u>15,000.00</u>
4.	425 East E. Street (PPIN# 66515)	\$ <u>8,500.00</u>
Total		\$ <u>41,500.00</u>



EMTEK EXCAVATING CONTRACTORS, LLC
P.O. BOX 1862 • 900 WEST 9TH STREET • ANNISTON, AL 38202

City of Anniston
Invitation for Bid
Number COA2021-B-019

Received
10/4/21

COMMERCIAL - INDUSTRIAL

Bid opening

CONTRACTOR SIGN IN SHEET

Group _____ Date 10-7-21

NAME (PRINT)

BUSINESS NAME**ADDRESS**

TELEPHONE#

NAME OF INSURANCE

[illegible]



CITY OF ANNISTON

FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: JULIE BORRELLI, FINANCE DIRECTOR
SUBJECT: DIXIE MART
DATE: 10/12/2021
CC:

- 🌐 Formal action is required for a Retail Beer (Off Premises Only) Retail Table Wine (Off Premises Only) for James D. Hibbitts d/b/a DIXIE MART.
- 🌐 The business is located in the city police jurisdiction at 20 VIRGINIA AVENUE NORTH, ANNISTON AL 36201
- 🌐 The Police Department background check showed no criminal activity.

CITY OF ANNISTON

JOB DESCRIPTION

Job Title: Graphics and Marketing Coordinator

Department: Anniston Museums and Gardens (AMAG)

FLSA: Grade: 10
(\$26,915.24-\$41,996.41 annually)
Safety Sensitive Job: No
Security Sensitive Job: Yes

Job Description Prepared: July 2021 (Revised October 2021)

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Development Officer

Subordinate Staff: None

Internal Contacts: Museum Staff; City Public Information Officer; City Human Resources (HR)

External Contacts: General Public; Vendors; Contractors; Local Media Outlets; Chamber of Commerce; Alabama Department of State Tourism; Smithsonian Institute; Other Museums

Job Summary

Under the general supervision of the Development Officer, the employee creates exhibit, program and marketing graphics for the AMAG. The employee is responsible for presenting our mission in a visually compelling fashion. Including traditional and digital media strategies that drive the AMAG's audience growth, cultivate visitor loyalty, and enhance AMAG's reputation. The employee serves as the media relations lead and implements comprehensive and creative plans to promote and enhance the AMAG brand through an active and effective public relations and marketing program. The employee is responsible for a broad range of creative services and provides project support to the

management of the Museum brand's creative expression and outreach utilizing new and conventional engagement methods including digital media (i.e., social media platforms, website, email marketing), traditional earned media efforts (print and broadcast), and direct mail. The employee is afforded considerable judgment and technical independence in the execution of their duties. This job is considered security-sensitive and is subject to pre-employment background check.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the Americans with Disabilities Act (ADA) must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTION: General Media Operations. Employee performs duties to support the general media strategy of the AMAG to ensure the organizations message reaches the widest audience.

1. Coordinates project timelines and workflow and serves as creative producer for marketing materials, graphics, and other internal/external communications activities and campaigns.
2. Delivers projects on time and on budget; manages marketing budget.
3. Assists the Development Officer and works with creative teams on defining tasks and project needs.
4. Creates and implements a strategic and measurable marketing plan with the goals of acquiring contacts, tracking and reporting on metrics and analytics, driving attendance, and cultivating membership.
5. Produces regular museum publications and other printed material, including but not limited to the newsletter, invitations, posters, maps, and advertisements.
6. Collaborates on media strategy, including media pitches, hosts press previews and creates and maintains media lists and clip logs.
7. Maintains the AMAG photo library and manages requests from media agencies for on-site photography.
8. Serves on various internal and external committees to ensure AMAG message is accurately presented.
9. Serves on various internal and external committees to ensure AMAG message is accurately presented.

ESSENTIAL FUNCTION: Social Media Relations. Employee conducts electronic media efforts to support the organizations media strategy.

1. Contributes digital presence on all AMAG social media platforms.
2. Updates the Museum website with event and programs information.

3. Develops website content and provides regular updates to the website.
4. Develops and implements social networking strategies; acts as community manager for social media channels; monitors topics related to AMAG's programs and activities.
5. Writes and packages articles for presentation to print and online magazines, publications, web sites and social media.
6. Serves as online publicist, maximizing unpaid online media; generates interest in Museum programs and activities through media pitches, email groups, online chat, online forums, and internet press releases.

ESSENTIAL FUNCTION: Marketing and Branding. Employee works to ensure the marketing and branding strategy of the AMAG is consistent across all forms of media outlets and platforms.

1. Acts as "brand ambassador" to local, state, national and international media ensuring proper and consistent use of logos and other graphic elements; maintains media/brand kits.
2. Oversees the museum's print and electronic advertising efforts.
3. Develops creative concepts and innovative ideas for advertising and marketing materials and campaigns.
4. Coordinates a content calendar for ensuring the regular and consistent posting of engaging and audience-driving content.
5. Leverages digital efforts to support the Museum's media strategy to generate media coverage online and in print and broadcast to raise AMAG's profile and build awareness of special exhibitions, programs, collections, and academic reputation locally, nationally, and internationally.

ESSENTIAL FUNCTION: Exhibit Preparation. Employee participates in exhibit develop and presentation to gain maximum enjoyment and education of the guests and patrons.

1. Develop exhibit design for temporary and permanent gallery spaces.
2. Responsible for graphic production and printing.
3. Designs and produces printed and on-line materials promoting exhibits and programs.
4. Works in close collaboration with Curatorial and Educational departments.

NON-ESSENTIAL FUNCTION:

1. Assists receptionist with answering telephones during busy periods.
2. Assists Museum staff with routine projects when needed.
3. Performs other job-related duties as required or assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of local geography and demographics.
3. Knowledge of public relations processes and techniques.
4. Knowledge of marketing and brand management.
5. Knowledge of photo databases and media tracking software.
6. Knowledge of Photoshop, InDesign, Adobe Illustrator, or other graphic programs.
7. Knowledge in publication design and production.
8. Knowledge of large format printers, specifically the Roland VersaCAMM SP-540i.
9. Knowledge of safety rules including accident causation and prevention.
10. Communication skills to effectively communicate internally and externally, both orally and in writing.
11. Verbal skills to effectively communicate with co-workers, supervisors, the general public.
12. Writing skills to develop professional letters, reports, and other materials using correct English, grammar, punctuation, and spelling.
13. Math skills to perform basic mathematical calculations and manage budget.
14. Demonstrated skill in using social media and new technology for media outreach.
15. Proofreading and editing skills in print and electronic media.
16. Ability to work in print, on websites, and corporate intranets.
17. Ability to create innovative concepts within specified budget parameters.
18. Ability to think critically.
19. Ability to execute complex communication strategies.
20. Ability to create competitive and breakthrough strategies and plans as they relate to public relations.
21. Ability to operate standard office equipment.
22. Ability to use computers and office productivity software.
23. Ability to maintain professional attitude.
24. Ability to deal with all contacts in a courteous and patient manner.
25. Ability to handle irate individuals.
26. Ability to handle dynamic situations in a calm and courteous manner.
27. Ability to prioritize work projects and multi-task.
28. Ability to organize files and work projects.
29. Ability to work with little or no supervision.
30. Ability to drive.

Minimum Qualifications

1. Possess a bachelor's degree in communication, marketing, public relations or related field from an accredited college or university or two years' experience combined with education to meet the required knowledge, skills and abilities.
2. Minimum of two (2) years in an office environment dealing with public relations activities.
3. Possess a current and valid driver's license; must be insurable.
4. Ability to work non-standard hours.
5. Ability to travel to exhibitions, conferences, and training.
6. Ability to pass a pre-employment background check.

Physical Demands

The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

Work Environment

The work involves moderate risks or discomforts which require special safety precautions, e.g., working around moving parts, carts, or machines; with contagious diseases or irritant chemicals, etc. Employees may be required to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields.

ORDINANCES

ORDINANCE NO. 21-O-__

**ADOPTING CHAPTER 11, ARTICLE II, DIVISION 1, SECTION 11.13.1
OF THE CODE OF ORDINANCES REGARDING MAINTENANCE AND
REPORTING OF FIRE AND LIFE SAFETY RECORDS**

WHEREAS, the Council of the City of Anniston, Alabama is charged with the protection of the public health, safety, and welfare of the citizens of the City of Anniston;

WHEREAS, the Council has established the Fire Prevention Division within the Anniston Fire Department and conferred upon the Division the responsibility for the inspection, regulation, and enforcement of the technical codes, ordinances, and regulations of the City governing fire, property, and building maintenance and safety, as specified in Section 11.6 of the Code of Ordinances;

WHEREAS, the Council desires to adopt and implement an inspection reporting system for all commercial occupancies within the police jurisdiction of the City to provide for the collection, maintenance, organization and storage of inspection, testing, and maintenance records pertaining to said occupancies;

WHEREAS, the Council finds that the inspection reporting system will improve the efficiencies and the volume of the fire, property, and building maintenance and safety inspections and enhance compliance with the codes, ordinances, and regulations within the scope of the Fire Prevention Division;

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

Section 1. The Council hereby enacts and adopts Chapter 11, Article II, Section 11.13.1 of "The Code of the City of Anniston, Alabama, 1981," which shall state in its entirety as follows:

Sec. 11.13.1. – Records maintenance and reporting system.

(a) *Maintenance of Records.* The owner or person in charge of any building, structure, facility, or complex that is used, or designed to be used, for commercial, manufacturing, industrial, or business purposes, including multi-family dwellings, shall keep and maintain on the premises thereof the following records for a minimum of three years from the date of the for a minimum of three years from the date of the inspection, test, or maintenance:

- (1) All records pertaining to the inspections, tests, and required maintenance conducted at the prescribed intervals in the current, governing technical codes, ordinances, and regulations adopted by the City pertaining to the following fire and life safety systems: Automatic Fire Sprinkler Systems; Fire Alarm Systems; Commercial Hood Systems; Standpipe Systems; Private Hydrant Systems; Fire Pumps; Spray Paint Booths; Emergency Generators; and Clean Agent Suppression Systems.

- (2) All records, reports, and certificates prepared by any City approved third-party certified building inspector.

(b) *Reporting of Records Pertaining to Life Safety Systems.* The qualified licensed fire protection contractor responsible for the inspections, testing, and maintenance of the life safety systems identified in Subsection (a)(1), above, shall submit copies of all records required to be kept and maintained to the third-party inspection reporting system as designated by the Fire Marshal. The third-party inspection reporting system may charge the contractor a reporting, submission, processing, maintenance, or other fee, provided the total amount of the fee or fees charged by the designated third-party reporting system shall not exceed twenty dollars (\$20.00) per life safety system each year.

Section 2. 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 3. 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 _____, 2020.

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 OF THE CODE OF ORDINANCES
TO REQUIRE REGISTRATION OF VACANT PROPERTIES**

WHEREAS, the presence of vacant residential and commercial properties constitutes a threat to the public health, general welfare, and safety of the residents of the City of Anniston;

WHEREAS, improperly maintained and secured vacant and/or foreclosed properties can become a hazard to the health and safety of persons who may come on or near the property and can adversely affect the aesthetic and economic attributes of communities thereby depreciating property values and contributing to the deterioration of surrounding neighborhoods;

WHEREAS, residential and commercial properties for which the mortgage foreclosure has commenced are at risk of abandonment resulting in vacant properties and depreciating property values that contribute to the deterioration of surrounding neighborhoods;

WHEREAS, the presence of vacant residential and commercial properties may necessitate expensive and disproportionate expenditures of public funds for preservation of the property, prevention of crime, and maintenance of adequate police, fire, and accident protection;

WHEREAS, City officials and employees are hampered in their efforts to enforce municipal codes without information regarding the current status and ownership of vacant residential property;

WHEREAS, it is in the best interest of the City of Anniston to ensure sufficient information is made available to City officials and employees to assure effective maintenance and preservation of vacant residential property;

WHEREAS, The Council for the City of Anniston finds that there is a need to establish a vacant and/or foreclosure real property registry as a mechanism to protect property values in neighborhoods for all property owners by requiring owners, creditors and other interested parties to provide the city with official information for contacting a party responsible for bringing vacant and/or foreclosed real property into compliance with applicable provisions of the municipal code.

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

Section 1. The Council for the City of Anniston hereby enacts and adopts Chapter 34, Article VI, Sections 34.43 through 34.49 of The Code of The City of Anniston, 1981, which shall state in its entirety as follows:

CHAPTER 34 – HEALTH, SAFETY, AND SANITATION

ARTICLE VI – REGISTRATION OF VACANT PROPERTIES

Sec. 34.43. – Definitions.

As used in this Article, the followings words shall have the meanings ascribed below.

(1) “Agent” means an individual with a place of business in this state in which he or she is authorized to accept inquiries, notices, and service of process on behalf of a vacant or foreclosed real property owner.

(2) “Commercial or Industrial Building” means a building, structure, facility, or complex, or part thereof, located within the corporate limits of the City of Anniston that is used, or designed to be used, for any private manufacturing, industrial, or commercial business purposes whether or not legally zoned for such use. A multi-family residential property with more than four (4) dwelling units shall be a Commercial or Industrial Building.

(3) “Creditor” means a federal or state-chartered bank, savings bank, savings and loan association, credit union, mortgagee, and any entity acting on behalf of the creditor named in the debt obligation including, but not limited to, servicers;

(4) “Owner” means any person, heirs at law, executors, administrators, co-partnership, association, corporations, fiduciary, or other legal entity having a legal or equitable title or any interest in any real property.

(5) “Residential Property” means real property located within the corporate limits of the City of Anniston with one (1) to four (4) dwelling units.

(6) “Vacant” means a Commercial or Industrial Building or Residential Property with no legal resident or tenant. Evidence of vacancy includes any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include but are not limited to overgrown or dead vegetation, accumulation of flyers, mail, or trash, disconnected utilities, the absence of window coverings or furniture, and statements by neighbors, delivery persons, or government employees.

Sec. 34.44. – Registration.

(1) Upon knowledge of a Commercial or Industrial Building or Residential Property being vacant, the Owner and/or Creditor shall within 15 days register the property as a vacant property with the Building and Safety Division of the City of Anniston.

(2) Upon initiating the legal process to foreclose real property, but no later than upon filing a complaint of foreclosure, or upon executing a deed in lieu of foreclosure on a Commercial or Industrial Building or Residential Property, and a registration as prescribed in Subsection 1, above, has not yet been completed, the Creditor shall within 7 days register the property as a property in foreclosure with the Building and Safety Division of the City of Anniston.

(3) Registration shall include the address of the property, the name and contact information of the Agent for the Creditor, if applicable, the name and contact information for a

property preservation company or property manager, if applicable, along with any additional information deemed necessary by the Fire Marshal or his/her designee, in his capacity as director of the Building and Safety Division.

(4) A Creditor is required to update the registration form with all pertinent information when (a) a Commercial or Industrial Building or Residential Property becomes vacant at any time after submission of the registration required by Subsection (2), above, (b) a Creditor files a complaint of foreclosure or executes a deed in lieu of foreclosure at any time after submission of the registration required by Subsection (2), above, (c) a Creditor acquires title to the property at sheriff/foreclosure sale, or (d) any previously provided information (*i.e.* name or contact information of agent or property preservation vendor) changes.

(5) The City may utilize a third-party to administer the program and cause or direct all relevant information to be submitted to the third-party administrator.

Sec. 34.45. – Maintenance.

(1) The Owner or Creditor of a vacant Commercial or Industrial Building or Residential Property is required to conduct regular inspections, at the minimum once a month, to ensure property is compliant with all City building, housing, and property maintenance codes.

(2) For all properties registered pursuant to Section 34.44, if the City determines the property is in violation of any ordinance regulating a nuisance, the City may notify the Owner or Creditor of the violation by providing notice of the violation by electronic mail, and/or certified mail, return receipt requested to the person(s) identified on the submitted registration form.

(3) The City may require the Owner to correct the violation and may require Creditor to correct the violation to the extent consistent with the terms of the mortgage or other rights and interests in the property.

(4) A notice of violation shall include a description of the conditions that give rise to the violation and shall provide a period of not less than seven days (7) days to remedy the violation from the Owner's or Creditor's receipt of the notice. The Building and Safety Division may require expedited maintenance actions in certain emergency situations, such as vandalism, unsecured entranceways, and criminal activity, etc.

Sec. 34.46. – Enforcement.

(1) The Owner's or Creditor's failure to remedy the violation within the period required by the notice of violation shall be an offense against the City of Anniston and shall be punishable by a fine not to exceed Five Hundred Dollars (\$500.00) per offense. The Fire Marshal and any assistant Fire Marshals with APOSTC certification may issue a citation to the Owner or Creditor for violations of the provisions of this Article.

(2) Any Owner or Creditor that fails to register Commercial or Industrial Building or Residential Property shall be subject to a civil fine of one hundred dollars (\$100) payable to the city for each day of delinquency.

Sec. 34.47. – Administrative Fees.

(1) Any Owner or Creditor of a Commercial or Industrial Building required to be registered by this Article shall pay to the City a registration fee in the amount of Four Hundred Dollars (\$400.00) per year.

(2) Any Owner or Creditor of a Residential Property required to be registered by this Article shall pay to the City a registration fee in the amount of Two Hundred Dollars (\$200.00) per year.

(3) The registration of a Commercial or Industrial Building or Residential property shall be valid for one year from the date of registration. The Owner or Creditor shall renew the registration annually so long as the property meets the criteria requiring registration as established by this Article. The Owner or Creditor shall pay a renewal registration fee in the same amount as the initial registration fee.

(4) The City may contract with a third-party administrator to assess, charge, and collect all registration and renewal fees due and payable pursuant to this Article. In such event, the Owner or Creditor shall pay the registration and renewal fees directly to the contracted third-party administrator.

(5) For properties registered under Section 34.44(1), the Owner or Creditor is not required to renew the registration when, before the expiration of one year from the date of registration or renewal, the property is legally re-occupied, or the property is transferred to an unaffiliated third-party.

(6) For properties registered under Section 34.44(2), the Creditor is not required to renew the registration when, before the expiration of one year from the date of registration or renewal, the foreclosure action is dismissed, or the property is transferred to an unaffiliated third party. If the foreclosure action is dismissed however the property remains vacant, the annual renewal is still required.

(7) The Creditor is not required to renew the registration when, before the expiration of one year from the date of registration or renewal, the Creditor releases the lien and removes the Creditor's interest in the property.

Sec. 34.48. – De-Registration.

When any registered property that transfers to an unaffiliated third party, or the foreclosure action is dismissed, and the property is occupied, or is legally re-occupied and not subject to a foreclosure action, or the registering Creditor releases the lien, the Owner or Creditor shall de-

register the property using the forms and instructions provided by the City or its third-party administrator.

Sec. 34.49. – Exemptions.

(1) The Fire Marshal or his/her designee may exempt a property from the registration and fee requirements of this Article in the following instances:

(a) The property is habitable wherein all building systems are in sound working order which is evidenced by the issuance of a Certificate of Occupancy, and the building and grounds are maintained in good order, and the building is being actively marketed for sale or rental and actively maintained. Evidence of property being marketed for sale or rent could include but not limited to, retaining a licensed real estate agent or broker to list the property for sale or rent, taking out advertisements in various media forms such as, newspapers and online services, and need to be provided to the designated municipal official. The Building and Safety Division may request additional information, for example any available photos, price, and agent information.

(b) An owner submits plans to the Building and Safety Division demonstrating that the property will be rehabilitated and restored to productive use and occupancy within twelve (12) months following the initial property registration along with a certified letter from a licensed contractor or architect stating that the property is capable of being rehabilitated and restored to productive use and occupancy within the twelve (12) months following the initial property registration, provided, the property is actively maintained in the interim. The Building and Safety Division may request additional information, for example any available photos, plot plan, layout plan, etc.

(c) The Owner certifies to the Building and Safety Division that the vacancy is a result of damage from a natural disaster in the past six (6) months and the Owner is actively seeking insurance proceeds or Federal/State assistance to rehabilitate the property. The Owner is required to update the Building and Safety Division monthly until property is rehabilitated.

(d) The Owner certifies the vacancy is a result of a fire in the past 30 days and the Owner is actively seeking insurance proceeds to rehabilitate the property. The Owner is required to update the Building and Safety Division monthly until property is rehabilitated.

(e) The Owner certifies to the designated municipal official that the vacancy is not an abandonment and is utilized as a vacation home, or conversely the property is vacant while the owner resides at a vacation home and the subject property is actively maintained.

(f) The Owner is on active duty with any branch of the U.S. Armed Services.

(2) In determining whether to grant a request for exemption, the Fire Marshal or his/her designee shall consider the following:

(a) The applicant's prior record as it pertains to the city's housing, building, fire, and property maintenance code violations.

(b) The amount of vacant property that the applicant currently has within the City and the length of time that the property for which the exemption is sought has been vacant.

(c) The proximity of the vacant property to a school or other properties that require additional safety considerations.

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

PASSED AND ADOPTED 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-__

**AN ORDINANCE DECLARING INTEREST IN REAL PROPERTY TO BE SURPLUS
AND AUTHORIZING TERMINATION OF REVERTER CLAUSE**

WHEREAS, by a General Warranty Deed (the “Deed”) which was recorded on July 17, 2015, in Deed Book 3190, at Page 806, in the Probate Office of Calhoun County, Alabama, the City of Anniston, Alabama (the “City”) conveyed fee simple title to the land described on Exhibit A, attached hereto (the land being hereinafter referred to as the “Victoria Hotel Property”), to Marsh Properties, Inc. (“MP, Inc.”) in accordance with and subject to the June 18, 2015 Development Agreement by and between the City and MP, Inc.;

WHEREAS, the Deed includes a provision that title to the Victoria Hotel Property shall automatically revert to, and vest in, the City (the “Reverter Clause”) in the event the Victoria Hotel Property ceases to be operated a hotel for more than one hundred eighty (180) consecutive days except for certain excused events;

WHEREAS, the Reverter Clause was intended to secure and protect the City’s interest in the Victoria Hotel Property and the Development Agreement in the event that MP, Inc. did not keep and perform its commitment to expend not less than One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars to renovate the Victoria Hotel Property within twelve (12) months from July 1, 2015;

WHEREAS, MP, Inc. has fully performed its commitments under the Development Agreement, and the City has achieved its economic development objectives with respect to the redevelopment of the Victoria Hotel Property;

WHEREAS, the City, MP, Inc., and the current owner of the Victoria Hotel Property, Finial, LLC, as evidenced by the Warranty Deed recorded in Deed Book 3272, Page 797, in the Probate Office of Calhoun County, Alabama, desire to terminate and release the Reverter Clause and the City’s retention of a reversionary interest with respect to the Victoria Hotel Property, subject to the current owner’s agreement to a restrictive covenant requiring that the Victoria Hotel Property may only be used and operated as a hotel for a period ending on June 30, 2031, as stated in more detail in Paragraph 5 of the Acknowledgement of Compliance with Development Agreement and Termination of Reverter Clause (“Acknowledgment and Termination”), attached hereto as Exhibit B;

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

Section 1. Declaration of Surplus Real Property. It is hereby established and declared that the City's reversionary interest in the Victoria Hotel Property, as evidenced by the Reverter Clause in the Deed, is a surplus real property interest to the City and no longer used or needed by the City for municipal purposes.

Section 2. Execution of Acknowledgement and Termination. The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, the Acknowledgment and Termination and to take such further actions as are necessary to effectuate, keep, and perform the terms and conditions thereof.

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

PASSED and ADOPTED on this ____ day of _____, 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:

Skylar Bass, City Clerk

ORDINANCE NO. 21-O-__

**AN ORDINANCE DECLARING INTEREST IN REAL PROPERTY TO BE SURPLUS
AND AUTHORIZING TERMINATION OF REVERTER CLAUSE**

EXHIBIT A

LEGAL DESCRIPTION

Lots 11 and 12 and an unplatted part of Block 10, Anniston City Land Company, as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; said portions of Block 10 being more particularly described, in total, as follows:

Beginning at a capped rebar at the Northwest corner of Lot 12, Block 10; thence South 00 deg. 32 min. 21 sec. East 420.00 feet to the observed North right of way line of East 16th Street; thence Easterly along the irregular meanderings of said right of way line as follows: South 68 deg. 47 min. 04 sec. East a chord length of 110.02 feet; South 84 deg. 51 min. 24 sec. East a chord length of 105.39 feet; North 82 deg. 13 min. 30 sec. East a chord length of 100.64 feet; North 69 deg. 58 min. 24 sec. a chord length of 109.56 feet to the observed West right of way line of Quintard Avenue (aka U.S. Highway 431); thence North 00 deg. 33 min. 56 sec. West along said right of way line 231.20 feet to a 1 inch pipe at the Southeast corner of Lot 3; thence South 89 deg. 24 min. 44 sec. West along the South line of said lot 220.12 feet; thence North 00 deg. 34 min. 18 sec. West 189.17 feet to the observed South right of way line of East 17th Street; thence South 89 deg. 55 min. 23 sec. West along said South right of way line 80.00 feet to a 3/8 inch pipe; thence North 89 deg. 56 min. 10 sec. West 109.86 feet to the point of beginning; situated, lying and being in the City of Anniston, Calhoun County, Alabama.

The above-described property is also described as follows:

Parcel One:

Part of Block No. 10 according to the Map of the City of Anniston Land Company's Plat as being recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama, and being more particularly described as follows:

Beginning at the Southwest corner of Lot No. 11 of Block No. 10 in the City of Anniston, Alabama, of the Anniston Land Company's Map as recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama; thence East along the South line of Lot No. 11 and a projection thereof of 220.0 feet to the Southwest corner of Lot No. 2 of Block 10; thence South 48.8 feet; thence East 190.0 feet to the West line of Quintard Avenue; thence South along the West line of Quintard Avenue 231.2 feet to the Northwest intersection of 16th Street and Quintard Avenue; thence Southwesterly along the Northern line of 16th Street along a curve to the right having a radius of 445 feet and an arc distance of 426.1 feet to the Northeast

intersection of 16th Street and Wilmer Avenue; thence North along the East line of Wilmer Avenue 280.0 feet to the point of beginning.

Parcel Two:

The East 80 feet of Lots 11 and 12, in Block 10, according to the map of Anniston City Land Company recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Three:

The West 110 feet of Lot 11, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Four:

The West 110 feet of Lot 12, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

ORDINANCE NO. 21-O-__

**AN ORDINANCE DECLARING INTEREST IN REAL PROPERTY TO BE SURPLUS
AND AUTHORIZING TERMINATION OF REVERTER CLAUSE**

EXHIBIT B

ACKNOWLEDGMENT AND TERMINATION

THE VICTORIA HOTEL PROPERTY

THIS INSTRUMENT PREPARED BY:

JAY F. PUMROY, ESQ.
WILSON, DILLON, PUMROY & JAMES, L.L.C.
1431 LEIGHTON AVENUE
POST OFFICE BOX 2333
ANNISTON, ALABAMA 36207
TELEPHONE (256) 236-4222

ACKNOWLEDGEMENT OF COMPLIANCE WITH DEVELOPMENT AGREEMENT
AND
TERMINATION OF REVERTER CLAUSE

THIS ACKNOWLEDGEMENT OF COMPLIANCE WITH DEVELOPMENT AGREEMENT AND TERMINATION OF REVERTER CLAUSE (this "Acknowledgement and Amendment Agreement") is made as of the _____ day of _____, 2021 (the "Effective Date") and being that date this Acknowledgement and Amendment Agreement is last executed by all signatories) by and between the City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama, which has a mailing address of Post Office Box 2168, Anniston, Alabama 36202 (hereinafter sometimes referred to as the "City"), Marsh Properties, Inc., a corporation organized and existing under the laws of the State of Alabama, which has a mailing address of Post Office Box 2365, Anniston, Alabama 36202 (hereinafter sometimes referred to as the "Corporation") and Finial, LLC, a limited liability company organized and existing under the laws of the State of Alabama, which has a mailing address of Post Office Box 2365, Anniston, Alabama 36202 (hereinafter sometimes referred to as the "Current Owner").

RECITALS:

WHEREAS, the City and Corporation entered into that certain Development Agreement dated as of June 18, 2015 (the "Development Agreement"), under the terms of which the City agreed to transfer to the Corporation certain land located in the City of Anniston, Alabama, which land is more particularly described on Exhibit "A" attached hereto (hereafter, the "Victoria Hotel Property") in exchange for the agreement by the Corporation to fulfill certain obligations as described in the Development Agreement;

WHEREAS, the City and Corporation recorded, or cause to be recorded, a General Warranty Deed (the "Deed") which was recorded on July 17, 2015, in Deed Book 3190, at Page 806, in the Probate Office of Calhoun County, Alabama, which Deed conveyed fee simple title to the Victoria Hotel Property from the City to Corporation;

WHEREAS, the Development Agreement, inter alia, imposed an obligation on the Corporation to expend not less than One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars to renovate the Victoria Hotel Property within twelve (12) months from July 1, 2015;

WHEREAS, the Corporation fulfilled its obligation under the Development Agreement to expend not less than One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars to renovate the Victoria Hotel Property within twelve (12) months from July 1, 2015, in addition to all other obligations imposed on the Corporation under the terms and provisions of the Development Agreement;

WHEREAS, the Deed includes a provision that title to the Property (i.e., the Victoria Hotel Property) shall automatically revert to, and vest in, the City (the “Reverter Clause”) in the event the Victoria Hotel Property ceases to be operated a hotel for more than one hundred eighty (180) consecutive days except for certain excused events;

WHEREAS, on or about November 12, 2020, the Corporation transferred ownership of the Victoria Hotel Property to Current Owner as evidenced by Warranty Deed recorded in Deed Book 3272, Page 797, in the Probate Office of Calhoun County, Alabama; and

WHEREAS, the City, the Corporation and Current Owner desire to confirm their understanding and agreement that all terms of the Development Agreement have been met and, in addition, to evidence their mutual agreement to terminate the Reverter Clause and the retention of a reversionary interest by the City with respect to the Victoria Hotel Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby expressly acknowledged by the City and Corporation, the City, Corporation and Current Owner do hereby agree as follows:

1. Recitals. the City and Corporation acknowledge and agree that the above Recitals are true and accurate in all respects.
2. Capitalized Terms. Any capitalized terms used in this Acknowledgement and Amendment Agreement and not defined herein shall have the meanings ascribed thereto in the Development Agreement.
3. Default under Development Agreement. The City and Corporation each affirm to the other that, to the respective knowledge, information and belief of each, there exists no default under the Development Agreement and all terms and provisions imposed on, respectively, the City and the Corporation under the Development Agreement have been satisfied.
4. Termination of Reverter Clause. The City agrees that the Reverter Clause is terminated as of the Effective Date, shall no longer be in effect and the City shall no

longer retain, have or hold a reversionary interest with respect to the Victoria Hotel Property.

5. Hotel Operation Covenant. Notwithstanding the termination of the Reverter Clause, the Current Owner acknowledges and agrees that the Victoria Hotel Property may only be used and operated as a hotel together with amenities normally found in first class hotels operated on a twenty-four hours per day, seven days a week basis with housekeeping services, food and beverage services, room service and meeting services (the “Hotel Operation Covenant”) for a period ending on June 30, 2031 (the “Mandatory Hotel Operating Period”). The Hotel Operation Covenant shall end at midnight on June 30, 2031. Thereafter, the Victoria Hotel Property may be used for any purpose permitted by the zoning ordinances and all other applicable regulations of the City of Anniston.

6. Termination of Development Agreement. The Development Agreement shall terminate on the Effective Date and neither the City nor Corporation shall have any further obligation to the other with respect to the Development Agreement, *with the exception of* (i) any matter expressly identified in the Development Agreement to survive the termination of the Development Agreement and (ii) any matter expressly identified in this Acknowledgement and Amendment Agreement to survive the termination of the Development Agreement including, without limitation, the continuing Hotel Operation Covenant which shall remain applicable until expiration of the Mandatory Hotel Operating Period.

7. Governing Law. This Acknowledgement and Amendment Agreement shall be governed exclusively by the laws of the State of Alabama without regard to conflict of law principles.

8. Counterparts. This Acknowledgement and Amendment Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which, when taken together, shall constitute a single agreement.

9. Binding Effect. This Acknowledgement and Amendment Agreement shall be binding upon, and shall inure to the benefit of, the City and Corporation and their respective successors and assigns.

10. Ordinance. The City executes this Acknowledgement and Amendment Agreement in accordance with City of Anniston City Council Ordinance No. 21-0-_____.

Signatures appear on pages which follow.

Remainder of page is blank.

IN WITNESS WHEREOF, the City, Corporation and Current Owner have caused this Acknowledgement and Amendment Agreement to be executed by their duly authorized representatives as of the Effective Date.

City:

City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama

Attest:

By: _____
Steven Folks, its City Manager

By: _____
Skylar Bass, its City Clerk

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Steven Folks and Skylar Bass, whose names as, respectively, City Manager and City Clerk of City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama, are signed to the foregoing Acknowledgement and Amendment Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as capacity as City Manager and City Clerk and with full authority, executed the same voluntarily on behalf of City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama, on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2021.

[SEAL]

Notary Public
My commission expires:_____

Corporation:

Marsh Properties, Inc., an Alabama corporation

By:_____
A.C. Marsh, its President

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that A.C. Marsh, whose name as President of Marsh Properties, Inc., an Alabama corporation, is signed to the foregoing Termination of Development Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as President and with full authority, executed the same voluntarily on behalf of Marsh Properties, Inc., an Alabama corporation, on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2021.

[SEAL]

Notary Public

My commission expires:_____

Current Owner:

Finial, LLC, an Alabama limited liability company

By:_____
A.C. Marsh, Member

By:_____
Ginger S. Marsh, Member

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that A.C. Marsh and Ginger S. Marsh, whose names as Members of Finial, LLC, an Alabama limited liability company, are signed to the foregoing Termination of Development Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as the Members and with full authority, executed the same voluntarily on behalf of Finial, LLC, an Alabama limited liability company, on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public

My commission expires:_____

[SEAL]

Exhibit "A"

Lots 11 and 12 and an unplatted part of Block 10, Anniston City Land Company, as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; said portions of Block 10 being more particularly described, in total, as follows:

Beginning at a capped rebar at the Northwest corner of Lot 12, Block 10; thence South 00 deg. 32 min. 21 sec. East 420.00 feet to the observed North right of way line of East 16th Street; thence Easterly along the irregular meanderings of said right of way line as follows: South 68 deg. 47 min. 04 sec. East a chord length of 110.02 feet; South 84 deg. 51 min. 24 sec. East a chord length of 105.39 feet; North 82 deg. 13 min. 30 sec. East a chord length of 100.64 feet; North 69 deg. 58 min. 24 sec. a chord length of 109.56 feet to the observed West right of way line of Quintard Avenue (aka U.S. Highway 431); thence North 00 deg. 33 min. 56 sec. West along said right of way line 231.20 feet to a 1 inch pipe at the Southeast corner of Lot 3; thence South 89 deg. 24 min. 44 sec. West along the South line of said lot 220.12 feet; thence North 00 deg. 34 min. 18 sec. West 189.17 feet to the observed South right of way line of East 17th Street; thence South 89 deg. 55 min. 23 sec. West along said South right of way line 80.00 feet to a 3/8 inch pipe; thence North 89 deg. 56 min. 10 sec. West 109.86 feet to the point of beginning; situated, lying and being in the City of Anniston, Calhoun County, Alabama.

The above-described property is also described as follows:

Parcel One:

Part of Block No. 10 according to the Map of the City of Anniston Land Company's Plat as being recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama, and being more particularly described as follows:

Beginning at the Southwest corner of Lot No. 11 of Block No. 10 in the City of Anniston, Alabama, of the Anniston Land Company's Map as recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama; thence East along the South line of Lot No. 11 and a projection thereof of 220.0 feet to the Southwest corner of Lot No. 2 of Block 10; thence South 48.8 feet; thence East 190.0 feet to the West line of Quintard Avenue; thence South along the West line of Quintard Avenue 231.2 feet to the Northwest intersection of 16th Street and Quintard Avenue; thence Southwesterly along the Northern line of 16th Street along a curve to the right having a radius of

445 feet and an arc distance of 426.1 feet to the Northeast intersection of 16th Street and Wilmer Avenue; thence North along the East line of Wilmer Avenue 280.0 feet to the point of beginning.

Parcel Two:

The East 80 feet of Lots 11 and 12, in Block 10, according to the map of Anniston City Land Company recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Three:

The West 110 feet of Lot 11, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Four:

The West 110 feet of Lot 12, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

RESOLUTIONS

RESOLUTION NO. 21-R-

AUTHORIZING PROFESSIONAL SERVICES AND TECHNOLOGY AGREEMENT

WHEREAS, the Council for the City of Anniston has adopted Section 11.13.1 to require the maintenance and reporting of inspection, testing, and maintenance records pertaining to certain building, fire, and life safety systems;

WHEREAS, Brycer, LLC will provide the City “The Compliance Engine” as a third-party inspection reporting system to enable the collection, maintenance, organization and storage of inspection, testing, and maintenance records required to be maintained and reported by Section 11.13.1;

WHEREAS, the Council finds that “The Compliance Engine” is uniquely capable of meeting the technical requirements needed for a capable and effective third-party inspection reporting system, and Brycer, LLC is professionally skilled and equipped to provide the necessary system and services;

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

The City Manager is hereby authorized to execute the agreement with Brycer, LLC, attached hereto, for access and use of The Compliance Engine and the services provided for therein. The Fire Chief and Fire Marshal are authorized and directed to take such actions as are necessary and appropriate to implement, use, and maintain The Compliance Engine as the third-party inspection reporting system in accordance with Section 11.13.1 of The Code of the City of Anniston, 1981.

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

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

August 3, 2021

Anniston Fire Department
225 E 17th St
Anniston, AL 36201

Re: “The Compliance Engine”

Dear Anniston Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Anniston Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____, 2021 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive one year periods unless terminated by Brycer or Client in writing at least 30 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 30 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **the jurisdiction of the Anniston Fire Department** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____

Its: _____

Acknowledged and Agreed to this
____ day of _____, 20____:

[Anniston Fire Department]

By: _____

Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from Brycer's breach of this Agreement, negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising solely from the neglect, unskillfulness, or carelessness of Client's employees. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, upon the expiration of 30 days following the delivery of written notice to Client detailing Client's breach of any provision of this Agreement. If Client fails to cure such breach within 30 days of receiving written notice thereof, Client shall be responsible for the fees or costs incurred by Brycer to restore the Solution for Client in the event that Client and Brycer agree to continue with this Agreement.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
19. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
20. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

RESOLUTION NO. 21-R-

AUTHORIZING PROFESSIONAL SERVICES AND TECHNOLOGY AGREEMENT

WHEREAS, the Council for the City of Anniston has adopted Chapter 34, Article VI to require the registration of vacant properties within the City;

WHEREAS, MuniReg, LLC will provide the professional services and technology needed to administer an electronic property registration system to enhance compliance and manage the registration and data programs;

WHEREAS, the Council finds that MuniReg is uniquely capable of meeting the professional and technological requirements of the City's vacant property registration program, and MuniReg is highly skilled and equipped to provide the necessary system and services;

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

The City Manager is hereby authorized to execute the agreement with MuniReg, LLC, attached hereto. The Fire Chief, Fire Marshal, and the Building and Safety Division are authorized and directed to take such actions as are necessary and appropriate to implement, keep, and perform the City's obligations under the agreement and to achieve the registration of vacant properties in accordance with Chapter 34, Article VI of The Code of the City of Anniston, 1981.

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

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “Agreement”) is made as of the ____ day of _____, 20____ (the “Effective Date”), by and between the CITY OF ANNISTON, ALABAMA, a municipal corporation (the “Client”), and MUNIREG LLC, an Ohio limited liability company (“MuniReg”).

RECITALS

- A. Client is a municipal corporation and political subdivision of the State of Alabama;
- B. Vacant and/or abandoned properties located within the Client’s jurisdiction, including those that are in the foreclosure process (each, a “Property,” and collectively, the “Properties”), increasingly are in violation of the Client’s laws, regulations, codes, and ordinances (collectively, the “Codes”), pertaining to the care of lawns and exterior maintenance;
- C. These Properties are significant health and welfare issues, and are a significant contributing factor to neighborhood blight within the Client’s jurisdiction;
- D. To address these issues related to the maintenance of vacant and/or abandoned Properties; Ordinance No. _____, titled “Adopting Chapter 34, Article VI of the Code of Ordinances to Require Registration of Vacant Properties” (“Ordinance”) was adopted by the Client on the ____ day of _____, 2021;
- E. Pursuant to the authority granted under the Ordinance, the Client desires to enter into this Agreement with MuniReg to provide services authorized pursuant to the Ordinance (as further described below, the “Services”), to register vacant and/or abandoned properties (each, a “Registration”), thereby allowing the Client to enforce compliance efficiently and proactively with the Codes; and
- F. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties and will collect on behalf of Client any registration fees associated with such registrations (the “Registration Fees”).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement and Services. During the Term of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached **Exhibit A** (the “Services”). MuniReg agrees to cause the Services to be provided by it hereunder in a timely, professional, and workmanlike manner. In performing under this Agreement, MuniReg will comply with the Ordinance, the Codes, and all other laws, rules, regulations, and regulatory and health and safety guidelines that may be applicable to the MuniReg, the Services, and the Properties. MuniReg further represents to the Client and agrees that neither its entering into this Agreement, nor its carrying out of the provisions hereof, will violate any agreement, oral or

written, to which it is a party or by which it is bound. The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

2. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date. This Agreement shall remain in effect for a period of three years (the “Term”), unless terminated pursuant to the terms of this Section 2.

(b) Termination. Either party may terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg’s property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; or (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations. This Agreement may also be terminated by either party with or without cause, immediately upon thirty (30) calendar day’s prior written notice to MuniReg. Finally, this Agreement will automatically terminate if MuniReg’s authority to perform the Services under the Ordinance is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination or expiration of this Agreement, MuniReg will cease all services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination or expiration of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, 9, and 10 shall survive such termination or expiration and remain in effect, as well as any provision that ought reasonably be construed to survive such termination or expiration. Upon any termination or expiration of this Agreement: (a) each party shall promptly (and in no case more than 10 calendar days) return to the other or destroy all data, materials, and other property of MuniReg then held by it (and all copies thereof provided that MuniReg may keep a copy for 6 months after termination); and (b) MuniReg shall promptly (and in no case more than 10 calendar days) remit to the Client any Registration Fees owed to the Client under the terms of **Exhibit A** (less any fees or other amounts payable to MuniReg under the terms of **Exhibit A**). In addition, for a period of six (6) months following the termination or expiration of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing Services to the Client and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

3. Compensation.

(a) Payment for Services; Expenses. Client will compensate MuniReg for the Services in the amounts agreed upon and set forth in **Exhibit A**. Except as explicitly provided on the attached **Exhibit A**, the Services will be provided by MuniReg at its sole cost and expense.

(b) Taxes. The charges specified on the attached **Exhibit A** shall be deemed not to have included taxes. Client shall thus also be responsible for all sales, use, property, value added or similar taxes, if any, but not taxes related to income based on the Services provided, but excluding taxes based upon MuniReg's net income. If MuniReg is required to pay such taxes, the taxes shall be billed to the Client and the Client agrees to pay to MuniReg (within thirty days) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

4. Independent Contractor Status. MuniReg shall always be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall always be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established, or provided by Client for its employees.

5. Warranties and Indemnification.

(a) MuniReg Warranties. MuniReg warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (b) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Ordinance, all other applicable laws, regulations, codes, and ordinances; and (c) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Indemnification. MuniReg will defend, indemnify, and hold the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and

affiliates, and their respective successors and assigns, harmless from any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual or alleged infringement or any U.S. or foreign patents, trademarks or copyrights or for actual or alleged violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or in combination with other materials, or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder. The Client will defend, indemnify, and hold MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns, harmless from any Damages arising solely from the negligence, unskillfulness, or carelessness of Client's employees, subject to all immunities, privileges, or other legal protections afforded to municipalities under Alabama law. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim) unless it agrees otherwise.

(c) Client Obligations.

- i. In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Ordinance, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.
- ii. Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Ordinance, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

(d) Limitation of Damages. Notwithstanding Section 5(b) or any other term or provision contained herein to the contrary, the liability of MuniReg and/or its principals, agents, and affiliates to Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns, shall in all cases be limited to the fees actually received by MuniReg for Services performed hereunder, as calculated for the twelve (12) month period immediately preceding the date of the event which gave rise to the claim for liability under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED

OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. Any claim by Client arising from, or relating to, this Agreement or the Services must be brought within one (1) year from the date such claim arose. The foregoing limitation shall not apply in the case of claims or other Damages arising from: (i) a party's gross negligence, willful misconduct, or intentional breach; or (ii) a party's breach of Section 6 (Intellectual Property), Section 7 (Confidentiality), or Section 9 (Non-Solicitation). In all cases, the Client's indemnification obligations hereunder will be subject to the limitations set forth in Section 5(b) above.

6. Intellectual Property

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any intellectual property rights of MuniReg, or any of its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 6(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will include any suggestions, ideas, enhancement requests, feedback, recommendations, or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality, or operation of the Services.

(b) License to Client. Notwithstanding Section 6(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a perpetual, royalty-free, non-exclusive, transferable, right and license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

7. Confidentiality

(a) Generally. Subject to Freedom of Information Act request or the Alabama public records laws, during the Term of this Agreement and beyond, each party (for purposes of this Section 7, the "Receiving Party") will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 7, the "Disclosing Party"), any confidential information relating to such Disclosing Party's business, trade secrets, information, data, know-how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the

“Confidential Information”). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party’s performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party’s performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 7) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party’s services, products, or technology.

(d) Compelled Disclosure. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) Client Information. All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the “Client Information”) shall, as between the parties, be the property of the Client, and shall be provided by

MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Data for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies, of drawings and specifications, for information, reference, and internal use in connection with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to Freedom of Information Act ("FOIA") or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) Audit and Inspection Rights. MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the "Retention Period"). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days and shall be conducted in a manner to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

8. Insurance. Throughout the term of this Agreement, MuniReg shall maintain the following policies of insurance: (a) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Seller's employees are located; and (b) error and omissions insurance and comprehensive liability insurance, with coverages and deductibles that are normal and customary taking into account MuniReg's business activities and the nature of the Services provided hereunder. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and non-contributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required insurance coverages which shall be freely available to Client upon request. The insurance required by this Section 8 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

9. Restrictions. Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce, any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 9 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

10. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained within this Agreement. There are no representations, agreements, arrangements, or undertakings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. If any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties' other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the state of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Alabama. Any legal action arising out of or relating to this Agreement, the Services,

or the transactions contemplated by this Agreement will be brought in the state or Federal courts located in Calhoun County, Alabama, and each party hereto consents to the exclusive personal jurisdiction of such courts and each party agrees not to bring any action or proceeding arising out of or relating to this Agreement, the Services, or the transactions contemplated hereby in any other courts. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval, or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:

City of Anniston, Alabama
P.O. Box 2168
Anniston, Alabama 36202
E-mail: citymanager@anniston.al.gov
Attention: City Manager

To MuniReg:

MuniReg LLC
2940 Noble Road, Suite 202
Cleveland, Heights, Ohio 44121
E-mail: mhalpern@munireg.com
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 10(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the post-mark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; provided; however, that MuniReg will be permitted to transfer or

assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, or other cause not the fault of the affected party (a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchaser, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploring additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached **Exhibit A**.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the Effective Date first above written.

“Client”

CITY OF ANNISTON, ALABAMA

By:_____

Print Name: Steven Folks

Its: City Manager

“MuniReg”

MUNIREG LLC

By:_____

Michael Halpern, President

Exhibit A

Services

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Ordinance and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.
2. MuniReg will electronically provide for registration of required properties pursuant to the Ordinance.
3. MuniReg will pay for all expenses related to registration of required Properties.
4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.
5. MuniReg will charge a Registration Fee as directed by the Client to each registrant for each Property pursuant to the Ordinance.
6. MuniReg shall retain 50% of each collected Registration Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) no later than the 15th day of the following month with respect to each month during the Term of this Agreement.
7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.
8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Ordinance to enable compliance. The website www.MuniReg.com will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.

RESOLUTION NUMBER 21-R-___

**A RESOLUTION VACATING A PORTION OF W 14TH STREET ALLEY
EXTENDING THROUGH LOT 10**

WHEREAS, the owners of all lands abutting on a street or alley hereinafter described have joined in a written instrument to declare said street or alley to be vacated; and

WHEREAS, convenient means of ingress and egress to and from said lands is afforded to all other property owners owning property to the tract of land embraced in the map, plat or survey hereinafter referred to, either by the remaining streets or alleys dedicated by such map, plat or other streets and alleys; and

WHEREAS, the vacation of said part of said street or alley shall not deprive any other property owners of such right as they have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, it is in the public interest of the Council of the City of Anniston, Alabama, to assent to the vacation of said part of said street or alley.

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

Section 1. That the said Council does hereby assent and consent to the vacation of said part of said street or alley, the same being described as follows:

A 7FT.ALLEY EXTENDING THROUGH LOT 10, BLOCK 33, WEST ANNISTON LAND & IMPROVEMENT COMPANY, AS RECORDED IN PLAT BOOK A, PAGE 378, IN THE PROBATE OFFICE OF CALHOUN COUNTY,ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10;THENCE DUE NORTH ALONG THE WEST LINE OF SAID LOT 60.00 FT. TO THE NORTHWEST CORNER OF SAID LOT;THENCE NORTH 89 DEGREES 55 MIN.19 SEC. EAST ALONG THE NORTH LINE OF SAID LOT 33.00 FT. TO THE TRUE POINT OF THE BEGINNING OF THE HEREAFTER DESCRIBED 7FT.ALLEY;THENCE DUE SOUTH 60.00 FT. TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 55 MIN.19 SEC.EAST ALONG SOUTH LINE 7.00 FT.; THENCE DUE NORTH AND LEAVING SAID SOUTH LINE 60.00 FT. TO THE NORTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 55 MIN.19 SEC.WEST ALONG SAID NORTH LINE 7.00 FT.TO THE TRUE POINT OF THE BEGINNING.

Section 2. Provided, however, that this Resolution shall not prejudice the rights of any public utilities or railroads now operating easements, lines, pipes, railways lines, and rights – of – way in the area encompassed by said part of said street whether above ground, at ground level or below ground, it being specifically understood that this vacation is without prejudice as to the rights of such utilities.

PASSED and ADOPTED this the **19th** day of **October, 2021**.

CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skylar Bass, City Clerk

RESOLUTION NO. 21-R-__

**A RESOLUTION APPROVING AN APPLICATION SEEKING
PERMISSION TO INCORPORATE AN AIRPORT AUTHORITY
AND AUTHORIZING SUCH INCORPORATION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA,
as follows:

Section 1. That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the City of Anniston, that such application was signed by not less than three natural persons, and that each of said persons is a duly qualified elector and owner of property in the State of Alabama:

**APPLICATION FOR AUTHORITY
TO FORM AN AIRPORT AUTHORITY**

October 19, 2021

TO THE GOVERNING BODIES OF THE CITY OF ANNISTON, ALABAMA AND THE CITY OF OXFORD, ALABAMA:

We, the undersigned natural persons, each of whom is a duly qualified elector and owner of property in the State of Alabama, do hereby make application in writing seeking permission to incorporate an airport authority (the "Authority") under the provisions of Article 2 of Chapter 3 of Title 4 of the Code of Alabama 1975 to be known as East Alabama Metropolitan Airport Authority.

We request that you, as the governing body of this City and in accordance with Section 4-3-41 of the Code of Alabama 1975, as amended, adopt a resolution approving the form of the Certificate of Incorporation attached hereto as Exhibit A and authorizing the formation of the Authority.

IN WITNESS WHEREOF, each of the undersigned has executed this Application on the date and year first above written.

/s/ David C. Arnett
David C. Arnett

/s/ Jacob W. Durham
Jacob W. Durham

/s/ Larry K. Deason
Larry K. Deason

Exhibit A

Proposed Certificate of Incorporation

**CERTIFICATE OF INCORPORATION
OF
EAST ALABAMA METROPOLITAN AIRPORT AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form an airport authority under and pursuant to the provisions of Article 2 of Chapter 3 of Title 4 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this airport authority, together with the residence of each of such persons, are:

<u>Name</u>	<u>Residence</u>
David C. Arnett	3024 Woodridge Drive Anniston, Alabama 36207
Jacob W. Durham	1958 County Road 11 Heflin, Alabama 36264
Larry K. Deason	1008 Eagle Pass Way Anniston, Alabama 36207

Each of the foregoing named persons is a duly qualified elector and owner of property in the State of Alabama.

ARTICLE TWO

The name of the airport authority shall be "East Alabama Metropolitan Airport Authority" (hereinafter called the "Authority"). Attached hereto as Exhibit A and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the Authority is not identical to that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

The location of the principal office of the Authority (and its post office address) shall be at 2500 Airport Boulevard, Anniston, Alabama 36207.

ARTICLE THREE

The period for the duration of the Authority shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE FOUR

The authorizing subdivisions are the City of Anniston, Alabama and the City of Oxford, Alabama. On October 19, 2021 the governing body of the City of Anniston, Alabama adopted a resolution approving and authorizing the incorporation of the Authority in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof. On the October 12, 2021 the governing body of the City of Oxford, Alabama adopted a resolution approving and authorizing the incorporation of the authority in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit C and made a part hereof.

ARTICLE FIVE

The Authority shall be governed by a board of directors, which shall be comprised of three (3) members.

Upon the nomination of the Councilmember at Large, the City of Anniston, Alabama shall appoint a single director to the board of directors of the Authority. Upon the nomination of the Mayor, the City of Oxford shall appoint a single director to the board of directors of the Authority. Upon the same nomination process, the two cities shall mutually appoint the third director.

The Councilman at Large of the City of Anniston and the Mayor of the City of Oxford shall serve as ex officio members of the board of directors of the Authority, entitled to notice of each special or called meeting, but neither shall be a voting member and neither's attendance shall be considered in the determination of a quorum.

No director of the Authority shall be compensated for their service as a director of the Authority.

ARTICLE SIX

Upon dissolution of the Authority as permitted in the Enabling Law, title to all property (real, personal and mixed) shall pass to and be vested as follows:

- (1) All real, personal and mixed property originally owned by the City of Anniston or public corporation thereof at the date of incorporation of the Authority, and subsequently transferred to the Authority, will revert back to the City of Anniston; and
- (2) All real, personal and mixed property acquired by the Authority after the date of incorporation (not including the real, personal and mixed property referenced in sub-article (1)) shall be transferred the City of Anniston and the City of Oxford, to be jointly owned as tenants in common.

ARTICLE SEVEN

The Authority shall have all powers conferred on corporations of like nature by the Enabling Law, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law, as heretofore or hereafter amended.

ARTICLE EIGHT

The Authority shall be a non-profit, public corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have signed this certificate of incorporation on this _____ day of October, 2021.

/s/ David C. Arnett

Name: David C. Arnett

/s/ Jacob W. Durham

Name: Jacob W. Durham

/s/ Larry K. Deason

Name: Larry K. Deason

STATE OF ALABAMA
CALHOUN COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of incorporation, he executed the same voluntarily.

Given under my hand and official seal, this _____ day of _____, 2021.

Notary Public

NOTARIAL SEAL

My commission expires:_____

STATE OF ALABAMA
CALHOUN COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of incorporation, he executed the same voluntarily.

Given under my hand and official seal, this _____ day of _____, 2021.

Notary Public

NOTARIAL SEAL

My commission expires:_____

STATE OF ALABAMA
CALHOUN COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of incorporation, she executed the same voluntarily.

Given under my hand and official seal, this _____ day of _____, 2021.

Notary Public

NOTARIAL SEAL

My commission expires:_____

EXHIBIT A

**Certificate of the Secretary of State
of the State of Alabama**

EXHIBIT B

Resolution of the Governing Body of the City of Anniston, Alabama

EXHIBIT C

Resolution of the Governing Body of the City of Oxford, Alabama

Section 2. That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the authority be formed.

Section 3. That the City Council does hereby approve the proposed form of certificate of incorporation of the authority attached to the foregoing application as hereinabove set forth.

Section 4. That the City Council does hereby grant permission to incorporate the authority and does hereby authorize the persons making such application to form such authority.

Section 5. That the City Council does hereby elect and appoint the following named persons as a directors of East Alabama Metropolitan Airport Authority for the term of office ending on the date set opposite his name or on such date as the respective successor thereof is elected and qualified in his stead:

<u>Name</u>	<u>Date of End of Term</u>
David C. Arnett	Fourth anniversary of the date of filing for record the certificate of incorporation for the cooperative authority
Larry K. Deason	Sixth anniversary of the date of filing for record the certificate of incorporation for the cooperative authority

APPROVED and ADOPTED this **19th** day of **October, 2021**.

CITY 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