

**CITY OF ANNISTON**  
**December 14, 2021**  
**5:30 P.M.**

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
  - November 16, 2021 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

**I. PUBLIC HEARING**

**Speaking to a Public Hearing Item**

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

- (a)** Receive public comments over-ruling objections to the abatement of identified public nuisances Group 2021-06 Grass/Debris/Vehicles
- (b)** Receive public comments regarding an 010 – Lounge Retail Liquor – Class I alcohol license application for Days and Nights Breakfast and Brunch Bar LLC d/b/a Days and Nights Bar located at 1102 S Quintard Avenue inside the corporate city limits
- (c)** Receive public comments regarding First Amendment to Special Project Development Agreement between the City and TTM Holdings, LLC

**II. UNFINISHED BUSINESS – None**

### III. CONSENT AGENDA

- (a) Resolution over-ruling objections to the abatement of identified public nuisances  
Group 2021-06 Grass/Debris/Vehicles
- (b) Resolution authorizing the submission of an application under the Assistance to Firefighters Grant
- (c) Resolution authorizing the Mayor to execute a Comprehensive Agreement with Calhoun County 9-1-1 and other stakeholders
- (d) Motion to award bid for demolition of substandard structures to EMTEK in the amount of \$54,000.00 with funding from Community Development Block Grant (CDBG)
- (e) Motion to approve a 010 – Lounge Retail Liquor – Class I alcohol license application for Days and Nights Breakfast and Brunch Bar LLC d/b/a Days and Nights Bar located at 1102 S Quintard Avenue inside the corporate city limits

### IV. RESOLUTIONS

- (a) Authorizing amendment to Special Project Development Agreement with TTM Holdings, LLC
- (b) Authorizing the purchase of real property
- (c) Authorizing the purchase of real property

### V. ORDINANCES

- (a) Adopting by reference the 2021 Editions of the International Building Code, International Residential Code, International Fire Code, International Fuel Gas Code, International Plumbing Code, International Mechanical Code, International Existing Building Code, International Property Maintenance Code, and 2020 Edition of the NFP 70 National Electric Code **1<sup>st</sup> Reading**

### 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.

**(a)** Richard Green

#### **VIII. COUNCIL COMMENTS**

#### **IX. MOTION**

**(a)** Motion to convene an Executive Session for the Council to discuss with the City Attorney the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated, and/or controversies imminently likely to be litigated if the governmental body pursues a proposed course of action.

#### **ADJOURNMENT**

## MINUTES

Anniston, Alabama

November 16, 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, November 16, 2021, at approximately 5:30 o'clock p.m.

Jack Draper, Mayor, prayed the Invocation.

Jack Draper, Mayor, led the Pledge of Allegiance to the Flag.

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

Steven Folks, City Manager, was present.

Council Member Roberts made a motion to waive the reading of and approve the minutes of the November 2, 2021 regular meeting. The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, Draper; nays: none. The motion carried and the November 2, 2021 regular meeting minutes were approved.

Mayor Draper made a motion to adopt the agenda with the addition of item: (c) Adopting Regulations to Govern the Sale, Purchase, Possession, and Explosion of Fireworks and Pyrotechnics to the section of ordinances. 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 recognized the Donoho Lady Falcons Volleyball State Champions.

Council Member Harris introduced Ann Angell, for a Board Confirmation Hearing to the Parks and Recreation Board.

Mayor Draper opened a public hearing to receive public comments regarding a Restaurant Retail Liquor application for A and M Taylor Enterprise, LLC d/b/a MVP Wings Bar and Grill located at 916 West 10th Street in the corporate city limits. No one spoke. Mayor Draper closed the public hearing to receive public comments regarding a Restaurant Retail Liquor application for A and M Taylor Enterprise, LLC d/b/a MVP Wings Bar and Grill located at 916 West 10th Street in the corporate city limits.

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution adopting the Anniston Historic Resources Report (21-R-88)
- (b) Resolution appointing member(s) to the Parks, Recreation and Beautification Board (21-R-89)
- (c) Resolution allocating Coronavirus State and Local Fiscal Recovery Funds towards purchase of Personal Protective Equipment (21-R-90)
- (d) Motion to award bid to Bradshaw and Pitts LLC for the remodeling of Fire Station #6 located at the Anniston Regional Airport in the amount of \$116,858.00

(e) Motion to approve a Restaurant Retail Liquor application for A and M Taylor Enterprise, LLC d/b/a MVP Wings Bar and Grill located at 916 West 10th Street in the corporate city limits.

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

Mayor Draper introduced an Ordinance amending Section 15.57(d) of the Code of Ordinances of the City of Anniston, Alabama adding Four-way Stop Intersections (**1st Reading**)

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

Mayor Draper opened a public hearing to receive public comment on reading the Ordinance amending Section 15.57(d) of the Code of Ordinances of the City of Anniston, Alabama adding Four-way Stop Intersections by title only. No one spoke. Mayor Draper closed the public hearing to receive public comment on reading the Ordinance amending Section 15.57(d) of the Code of Ordinances of the City of Anniston, Alabama adding Four-way Stop Intersections by title only.

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 ordinance will be read by title only.

Mayor Draper read an Ordinance amending Section 15.57(d) of the Code of Ordinances of the City of Anniston, Alabama adding Four-way Stop Intersections by title only.

Council Member Jenkins made a motion for unanimous consent for immediate consideration. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, Draper; nays: none. The motion carried.

Council Member Jenkins made a motion for passage and adoption of the ordinance. 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 Ordinance amending Section 15.57(d) of the Code of Ordinances of the City of Anniston, Alabama adding Four-way Stop Intersections was passed and adopted (21-R-18).

Mayor Draper introduced an Ordinance amending Article II, Chapter 31 of the Code of Ordinances to Adopt Regulations for Nonconsensual Towing Service (**1st Reading**).

Council Member Roberts 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 comment on reading the Ordinance amending Article II, Chapter 31 of the Code of Ordinances to Adopt Regulations for Nonconsensual Towing Service by title only. No one spoke. Mayor Draper closed a public hearing to receive public comment on reading the Ordinance amending Article II, Chapter 31 of the Code of Ordinances to Adopt Regulations for Nonconsensual Towing Service by title only.

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 ordinance will be read by title only.

Mayor Draper read an Ordinance amending Article II, Chapter 31 of the Code of Ordinances to Adopt Regulations for Nonconsensual Towing Service by title only.

Council Member Jenkins made a motion for unanimous consent for immediate consideration. 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, Draper; nays: none. The motion carried.

Council Member Smith made a motion for passage and adoption of the ordinance. 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 Ordinance amending Article II, Chapter 31 of the Code of Ordinances to Adopt Regulations for Nonconsensual Towing Service was passed and adopted (21-R-19).

Mayor Draper introduced an Ordinance adopting Regulations to Govern the Sale, Purchase, Possession, and Explosion of Fireworks and Pyrotechnics **(1<sup>st</sup> Reading)**

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

Mayor Draper opened a public hearing to receive public comment on reading the Ordinance adopting Regulations to Govern the Sale, Purchase, Possession, and Explosion of Fireworks and Pyrotechnics by title only. No one spoke. Mayor Draper closed a public hearing to receive public comment on reading the Ordinance adopting Regulations to Govern the Sale, Purchase, Possession, and Explosion of Fireworks and Pyrotechnics by title only.

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 ordinance will be read by title only.

Mayor Draper read an Ordinance adopting Regulations to Govern the Sale, Purchase, Possession, and Explosion of Fireworks and Pyrotechnics by title only.

Council Member Jenkins made a motion for unanimous consent for immediate consideration. 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.

Council Member Jenkins made a motion for passage and adoption of the ordinance. 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, Draper; nays: none. The motion carried and the Ordinance adopting Regulations to Govern the Sale, Purchase, Possession, and Explosion of Fireworks and Pyrotechnics was passed and adopted (21-R-20).

Council Member Harris stated that Ken Rollins did a fabulous job at the Veterans ceremony at Centennial Park. She stated that it was very moving ceremony.

Council Member Smith stated that she has never been more excited to see where the City of Anniston is headed. She stated that people are truly making moves in the city, more than before.

Council Member Roberts stated that the children are getting it right. He stated that right now, they have the right people, at the right table, doing the right things.

Council Member Jenkins stated that is a pleasure to work with other members on the council. He stated that he has never had more fun working in this role and that is due to the council willing to work as a team.

Mayor Draper stated that is a pleasure to work with this group. He stated that the City of Anniston has great staff.

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 Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 5:56 o'clock p.m.



# **CONSENT AGENDA**

**RESOLUTION NUMBER 21-R-\_\_**

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

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

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

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

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

**PASSED AND ADOPTED** this the **14<sup>th</sup>** day of **December, 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

**Exhibit "A"**

**Group 2021-06 Grass, Debris & Vehicles**

<b>Item #</b>	<b>Address</b>	<b>PPIN#</b>	<b>Owner</b>	<b>Violation</b>
<b>1.</b>	2836 Moore Ave.	26187	Church Faith Outreach Ministries	Inoperable Vehicle – Tag # 11D76F8
<b>2.</b>	2828 Moore Ave.	25993	Mattie Swain	Grass/Weeds/Debris
<b>3.</b>	2814 Moore Ave.	26195	Charles Willie Bush	Inoperable Vehicle/Grass Weeds
<b>4.</b>	2912 Moore Ave.	60578	Phillip Brown/Shirley Moore	Junk/Debris
<b>5.</b>	1510 Charlotte Ave.	20777	Shannon Hamm	Grass/Weeds
<b>6.</b>	3711 Pelham Rd.	27107	James Norman Ginn	Grass/Weeds
<b>7.</b>	2124 Thomas Ave.	22675	Deaundra White	Grass/Weeds/Debris
<b>8.</b>	5422 McClellan Blvd.	72739	Ja-Jo Realty Co. C/O Redline Properties Ltd.	Grass/Weeds/Debris/Inoperable Vehicle – Tractor Trailer

**RESOLUTION 21-R-\_\_\_\_\_**

**AUTHORIZING THE SUBMISSION OF A GRANT UNDER THE ASSISTANCE TO  
FIREFIGHTERS GRANT**

**WHEREAS**, the Federal Emergency Management Agency has the authority to award grant assistance under the Assistance to Firefighters Grant Program; and

**WHEREAS**, the City of Anniston recognizes the need for grant assistance to purchase new Equipment.

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

1. That the submission of a grant application under said program;
2. That the City of Anniston commits the 10% matching requirement;
3. That the Mayor and/or City Manager are authorized to sign any and all documents to obtain said grant; and
4. That the Fire Chief and/or his authorized representative are authorized to prepare and submit the grant application through the required on-line process.

**PASSED AND ADOPTED** this the **14<sup>th</sup>** day of **December 2021**.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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Jack Draper, Mayor

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Jay Jenkins, Council Member

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Demetric Roberts, Council Member

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Ciara Smith, Council Member

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Millie Harris, Council Member

ATTEST:

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Skyler Bass, City Clerk

## **RESOLUTION EXPLANATION**

**PURPOSE:** Authorize the submission of a Grant Application and Commit the Local Share

**PROGRAM:** Assistance to Firefighters Grant Program

**AGENCY:** Federal Emergency Management Agency

**DEADLINE:** December 17, 2021

### **PROJECT DESCRIPTION:**

The project is to purchase a turnout washing machine and turnout dryer for each fire station. A total of 6 washers and 6 dryers will be purchased.

### ***ESTIMATED COST BREAKDOWN:***

**GRANT:** \$99,800.00

**LOCAL:** \$9,980.00

**TOTAL:** **\$109,780.00**

**PREPARED BY:** Jeff Waldrep, Fire Chief , December 1, 2021

**RESOLUTION NO. 21-R-\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COMPREHENSIVE AGREEMENT WITH CALHOUN COUNTY 9-1-1 AND OTHER STAKEHOLDERS**

WHEREAS, the first responders and public safety officials of the City of Anniston utilize a P25 Motorola Communications System (the “System”) owned and operated by the Calhoun County 9-1-1 District (“CC911”); and

WHEREAS, due to its age, the current System is quickly approaching a state of obsolescence—as aging components fail, they are increasingly unable to be serviced or replaced by their supplier, Motorola Solutions, Inc.; and

WHEREAS, the System will soon begin experiencing an increase in System outages and a decrease in capabilities unless the stakeholders take remedial measures; and

WHEREAS, such outages would have a detrimental effect on the City’s ability to ensure public safety and would inhibit the emergency response services provided for its citizens; and

WHEREAS, representatives of the City have participated in several meetings and resolved to establish a cooperative plan of action to upgrade and maintain the System’s communications technology (the “Upgrade”); and

WHEREAS, the basic cost of the Upgrade has been established as Five Million Nine Hundred Ninety-Nine Thousand Three Hundred Forty-Nine Dollars (\$5,999,349.00); and

WHEREAS, CC911 has agreed to effect the Upgrade and obtain financing for the Upgrade’s cost; and

WHEREAS, in accordance with the Memorandum of Understanding attached hereto and by this reference incorporated herein, the respective representatives of the largest users of the System have agreed to the following equitable allocation of the Upgrade costs:

Entity	Equitable Share
Calhoun County Commission	36.48%
City of Anniston	15.05%
City of Jacksonville	10.14%
Jacksonville State University	2.92%
City of Oxford	31.18%
City of Weaver	4.22%

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston that the attached Memorandum of Understanding is agreed to and approved, and the Mayor is further authorized and directed to enter a comprehensive agreement with CC911 and other stakeholders

to reimburse CC911 for the City's equitable share of the Upgrade costs and applicable financing costs.

APPROVED and ADOPTED this **14<sup>th</sup>** day of **December, 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

\_\_\_\_\_  
Councilmembers

ATTEST:

\_\_\_\_\_  
CITY CLERK

CERTIFICATION OF ADOPTION

I hereby certify that the attached ordinance was duly adopted by the Anniston City Council in regular session assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and is recorded in the official minutes of the Anniston City Council.

\_\_\_\_\_  
City Clerk

## FACT SHEET

**SUBJECT:** Evaluation of bids for demolition of 5 substandard structures.

**FACTS:** Funding from CDBG

### VENDORS SUBMITTING BIDS

EMTEK

1405 Mulberry Ave	\$15,500.00
1401 Stephens Ave	\$10,500.00
107 S. Allen Ave	\$9,500.00
3004 Walnut Ave	\$ 8,000.00
109 W 19 <sup>th</sup> St.	\$10,500.00

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Total ( <i>for all three structures</i> )	\$54,000.00
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TEAGUE

NO RESPONSE

**RECOMMENDATION:** EMTEK was the only bidder. The bid should be awarded to EMTEK in the amount of \$54,000.00.



## RESOLUTIONS

**RESOLUTION NO. 21-R-\_\_**

**AUTHORIZING AMENDMENT TO SPECIAL PROJECT  
DEVELOPMENT AGREEMENT WITH TTM HOLDINGS, LLC**

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

Section 1.     **Findings.** The City Council (the “Council”) of the City of Anniston, Alabama (the “City”), which is the governing body of the City, has found and ascertained and does hereby declare as follows:

A.     The Council has heretofore caused to be published in the *Anniston Star*, the newspaper having the largest circulation in the City, in its edition of December 4, 2021, a notice to the public announcing the holding by the Council of a public meeting beginning at 5:30 p.m. on December 14, 2021 for the purpose of receiving comments from interested citizens, pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Amendment No. 772 to the Constitution of Alabama of 1901, concerning the proposed authorization, execution and delivery, for and in the name and behalf of the City, of a First Amendment to Special Project Development Agreement (the "Rebate Agreement") (attached hereto as Exhibit “A”) by and between the City and TTM Holdings, LLC (collectively the “Developer”), in which the City proposes to take the actions as set forth therein and as partially described below.

B.     The purpose of the project and the items set forth above is the promotion of the economic development of the City in accordance with the economic development goals and objectives of the City, the increase in tax revenues in and around the City, the increase in jobs in and around the City and the improvement of the quality of life for citizens in and around the City.

C.     Any interested citizens appearing at the public hearing have been given an opportunity to make comments to the Council on the proposed project and the terms of the Rebate Agreement and the Council has considered such comments as may have been made with respect thereto.

D.     The public benefits sought to be achieved by the adoption of the Rebate Agreement are the expansion and increase of the tax and revenue base of the real property, improvements, and facilities at development which is expected to generate additional tax revenues for the City, and the creation of additional full time equivalent jobs in the City, many of which will be filled by residents of the City and which will improve and enhance the overall aesthetics of the City thereby promoting economic development within the City and enhancing the quality of life for citizens of the City.

E.     For purposes of Amendment No. 772 to the Constitution of Alabama of 1901, the Developer is the business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value;

F. The expenditure of public funds for the purpose specified in this resolution will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

Section 2. **Approval.** The Council hereby approves the authorization, execution, and delivery, for and in the name and behalf of the City, of:

A. the Rebate Agreement by and between the City and the Developer, and the provisions set forth therein in substantially the form and of substantially the content as the said Rebate Agreement and presented to and considered by the City Council, with such changes or additions thereto or deletions therefrom as the Mayor of the City executing such Rebate Agreement to which the City is a party signatory thereto shall approve, which approval shall be conclusively evidenced by his executing the Rebate Agreement as herein provided.

B. The approval of the above stated Rebate Agreement provided for herein is contingent upon and subject to the approval of all parties to the Rebate Agreement and the said Rebate Agreement is approved in substantially the same form and substance of those presented to and considered by the City Council.

Section 3. **Authorization of Related Documents and Actions.** The Mayor, the City Clerk, and all other officers of the City and of the Council are hereby authorized and directed to execute, deliver, seal and attest such other agreements, undertakings, documents and certificates and to take such other actions on behalf of the City and the Council as may be necessary or desirable to consummate the execution and delivery of the Rebate Agreement and the undertakings of the City and the Council as set forth in the Rebate Agreement and to carry out fully the transactions contemplated by this resolution subject to the conditions set forth herein.

Section 4. **Provisions of Resolution Severable.** The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other portion of this resolution.

Section 5. **Effective Date.** This resolution shall take effect upon its passage and adoption by the Council.

ADOPTED and APPROVED this the 14<sup>th</sup> day of December, 2021.

COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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Jack Draper, Mayor

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Jay Jenkins, Council Member

---

Demetric Roberts, Council Member

---

Ciara Smith, Council Member

---

Millie Harris, Council Member

ATTEST:

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Skyler Bass, City Clerk

**CERTIFICATE OF CITY CLERK**

I, \_\_\_\_\_, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Anniston, Alabama. I do further certify that as Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf; the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a meeting of the City Council of the City duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the original of which is on file and of record in the minute book of the City Council in my custody; the resolution set forth in such excerpts is a complete, verbatim and compared copy of said resolution as introduced and adopted by the City Council on such date; and said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City and have affixed the official seal of the City, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY SEAL**

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

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**FIRST AMENDMENT TO  
SPECIAL PROJECT DEVELOPMENT AGREEMENT**

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**Dated December \_\_, 2021**

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**by**

**CITY OF ANNISTON, ALABAMA**

**and**

**TTM HOLDINGS, LLC**

## **SPECIAL PROJECT DEVELOPMENT AGREEMENT**

This **FIRST AMENDMENT TO SPECIAL PROJECT DEVELOPMENT AGREEMENT** is made and entered as of December \_\_, 2021 by the **CITY OF ANNISTON, ALABAMA**, an Alabama municipal corporation (the "Municipality"), and **TTM HOLDINGS, LLC** (the "Owner").

### **Recitals**

The Municipality and the Owner have heretofore delivered that certain Special Project Development Agreement dated as of February 26, 2010 (the "Original Development Agreement") for the purposes referenced therein.

The Municipality and the Owner have delivered this Agreement to amend the Original Development Agreement by, among other things, amending (i) the amount of the Municipality's obligations under the Original Development Agreement and (ii) the term of the Municipality's obligations under the Original Development Agreement.

It is the Owner's continued expectation and intention to expand and increase the tax and revenue base of the Municipality by development of the referenced Project Area for use by commercial and service facilities of any kind.

Pursuant to the applicable laws of the State of Alabama referenced herein, for the purposes referenced herein and for the benefit of the owner of the within referenced Warrant, the Municipality and the Owner have delivered this Agreement.

Neither party is in default of their respective obligations under the Original Development Agreement.

### **Agreement**

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the Municipality and the Owner hereby covenant and agree as follows:

## ARTICLE 1

### Recitals; Definitions

- (a) The Recitals hereto are incorporated herein and made a part hereof by this reference thereto.
- (b) Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Original Development Agreement.

## ARTICLE 2

### Amendment of Original Development Agreement

#### SECTION 2.01      Amendment of Article 1 of the Original Development Agreement

- (a) The Municipality and the Owner hereby amend Article 1 of the Original Development Agreement by deleting the following defined terms:

“Base Project Sales Tax Proceeds”,

“Date of Occupancy”, and

“Ninth Anniversary”.

- (b) The Municipality and the Owner hereby amend Article 1 of the Original Development Agreement by restating the following defined terms:

“**Project Sales Tax Payments**” shall mean an amount equal to seventy-five percent (75%) of all Municipality Sales Tax Proceeds actually received by the Municipality from each place of business located within the Project Area during the Calendar Quarter for which such amount is determined.

“**Total Municipality Tax Commitment**” shall mean the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00).

#### SECTION 2.02      Amendment of Article 4 of the Original Development Agreement

- (a) The Municipality and the Owner hereby amend and restate Article 4, Section 4.02(1)(d) of the Original Development Agreement as follows:

“(d) shall commence on the first Quarterly Payment Date after the expiration of nine months following execution of this Agreement or after issuance of a



Final Validation Order, if requested by Owner (See Section 2.03(c)) – whichever occurs later (said later date being the “**Payment Commencement Date**”).”

(b) The Municipality and the Owner hereby amend and restate Article 4, 4.02(3) of the Original Development Agreement as follows:

“(3) Anything in this Agreement, in the Warrant, and the amendments thereto, to the contrary notwithstanding, the Municipality shall have no obligation to pay any amount of Project Sales Tax Payments:

(a) prior to the Payment Commencement Date; or

(b) under Section 4.03 after the first to occur of (i) the tenth anniversary of the Payment Commencement Date or (ii) that Quarterly Payment Date on which the Municipality shall have paid as Project Sales Tax Payments an aggregate amount not less than the Total Municipality Tax Commitment; or

(c) after that date (which may or may not succeed the tenth anniversary of the Payment Commencement Date) on which the Municipality shall have paid all amounts due under Section 4.05(4).”

## **SECTION 2.03      Amendment and Restatement of Warrant**

(a) To further provide for the amendment of the Total Municipality Tax Commitment, the Municipality and the Owner hereby amend and restate the Warrant in the form and of content as the form of warrant attached to this Agreement as Exhibit A.

(b) The Municipality shall issue the Warrant to TTM Holdings, LLC at the direction of the Owner.

(c) At the Owner’s request, within six (6) months from date of execution of this Agreement, the Municipality agrees to file proceedings to validate (by filing a Validation Petition in the Circuit Court of Calhoun County pursuant to Ala Code §6-6-750, *et. seq.*), among other things, its obligations, the Warrant, as amended and restated in the form of warrant attached to this Agreement, and the means and methods for delivering the same to Owner as defined herein. If so requested, the law firm of Hill, Gossett, Kemp & Hufford, P.C. shall be engaged to represent the Municipality in the Validation Proceeding. Owner shall be directly and exclusively responsible for the payment of any fees, costs, and expenses incurred by the City in connection with the Validation Proceeding, including any fees, costs, and expenses advanced by or owed to Hill, Gossett, Kemp & Hufford, P.C.

## **ARTICLE 3**

### **Agreements and Representations of the Owner**

#### **SECTION 3.01      Lease, Demising, Sale, Transfer, Conveyance or Grant to Existing Business**

(a) The Owner hereby agrees that subject to Section 3.01(b), it shall neither claim nor receive any Project Sales Tax Payments for any business, entity or person already located, operating, or doing business within the corporate limits or police jurisdiction of the City of Anniston on the date of delivery of this Agreement (an "Existing Business"). The Municipality shall have no obligation to pay Municipality Sales Tax Proceeds to Owner, or any other person, which the Municipality receives by, from, or through an Existing Business.

(b) Notwithstanding the provisions of Section 3.01(a), those businesses, entities, and persons already located, operating, or doing business within the Project Area as of the date of delivery of this Agreement shall not be considered an Existing Business and Project Sales Tax Payments shall be due from the Municipality Sales Tax Proceeds derived therefrom.

#### **SECTION 3.02      General Representations of the Owner**

(a) Notwithstanding the execution of this Agreement, all obligations of the Owner documented in the Original Development Agreement, other than as amended by this Amendment, shall remain in full force and effect.

(b) The Owner represents that the organizational documents of the Owner have not been amended since February 26, 2010.

(c) The Owner represents that all representations and warranties contained in the Original Development Agreement are true and correct as of the date hereof (except representations and warranties that are expressly limited to an earlier date).

(d) The Owner represents that no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing.

## **ARTICLE 4**

### **Ratification and Confirmation of Original Development Agreement**

The Original Development Agreement, as hereby amended, is hereby ratified and confirmed in all respects.

## **ARTICLE 5**

### **General Provisions**

The Municipality and the Owner covenant and agree that (1) this instrument has been delivered in, and shall be governed by and construed in accordance with the laws of, the State of

Alabama; (b) all covenants, promises and agreements in this instrument contained by or on behalf of the Municipality for the benefit of the Owner shall bind and inure to the benefit of the respective successors and assigns of the Municipality and the Owner; (3) this instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument; and (4) if any provision in this instrument shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or in any way impaired thereby.

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Owner has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

**CITY OF ANNISTON, ALABAMA**

SEAL

By: \_\_\_\_\_  
Its: Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**TTM HOLDINGS, LLC**

By: \_\_\_\_\_ (L.S.)  
Its: \_\_\_\_\_

**EXHIBIT A**

**Form of Series 2021 Warrant**

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 4(2) OF SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

THIS WARRANT DOES NOT BEAR INTEREST

UNITED STATES OF AMERICA  
STATE OF ALABAMA

CITY OF ANNISTON, ALABAMA  
LIMITED OBLIGATION SPECIAL PROJECT REVENUE WARRANT  
SERIES 2021

No. \_\_\_\_

DATED DATE:

December \_\_, 2021

MATURITY DATE:

\_\_\_\_\_, 2032<sup>1</sup>

CITY OF ANNISTON, ALABAMA, an Alabama municipal corporation (the “Issuer”), for value received, hereby acknowledges that it is indebted in the principal sum of

**ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS**  
**(\$1,700,000.00)**

subject to the terms of that certain Special Project Development Agreement dated February 26, 2010, as amended and restated by that First Amendment to Special Project Development Agreement, dated December \_\_, 2021 (said agreements being collectively referred to as the “Agreement”), and hereby directs its Treasurer to pay, solely out of the Project Sales Tax Payments deposited in the Series 2021 Warrant Fund hereinafter designated, said principal amount, without interest, to

**TTM Holdings, LLC,**

or registered assigns (the “Holder”), without interest, on each Payment Date, until and including the first to occur of (i) payment in full of the principal amount hereof or (ii) the Maturity Date specified above.

**Authority for Issuance**

This warrant is issued pursuant to the authority of the constitution and laws of the state of Alabama, including particularly and without limitation Section 94.01 of the Official Recompilation of the *Constitution of Alabama of 1901* and § 11-47-2 of the *Code of Alabama* (collectively, the “Enabling Law”), and the Agreement between the Issuer and TTM Holdings, LLC, an Alabama limited liability company.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

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<sup>1</sup> Tenth anniversary of the Payment Commencement Date

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Holder, by acceptance of this warrant, assents and agrees to be bound.

### **Payment**

Payment of this warrant shall be made to or as directed by the Holder; provided the final payment of principal of this warrant shall be made only upon presentation and surrender of this warrant to the Issuer for cancellation.

Each payment of principal made on this warrant shall be reflected by the notations made by the Issuer on its internal records (which may be kept by computer or by other means determined by the Issuer) and the Issuer is hereby authorized so to record thereon all such payments. All payments of principal on this warrant and the aggregate unpaid principal amount of this warrant reflected on the internal records of the Issuer (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this warrant outstanding and unpaid.

All payments of principal of this warrant by the Issuer shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and said payments shall be valid and effectual to satisfy and discharge the liability of the Issuer upon this warrant to the extent of the amounts so paid.

The person in whose name this warrant is registered on the books of the Issuer shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this warrant shall be made only to or upon the order of the Holder hereof or his legal representative, and neither the Issuer nor any agent of the Issuer shall be affected by any notice to the contrary.

### **Security**

This warrant is a limited obligation of the Issuer payable solely from the Project Sales Tax Payments as provided in the Agreement.

The Project Sales Tax Payments are hereby pledged to the payment, and for the benefit, of this Warrant, subject to (i) all prior pledges of the Municipality Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all Municipality Sales Tax Proceeds (including without limitation the Project Sales Tax Payments) the legitimate and necessary governmental expenses of operating the Municipality.

This warrant shall never constitute a charge against the general credit or taxing powers of the Issuer within the meaning of any constitutional provision or statutory limitation whatsoever.

The Issuer has established a special fund designated "Series 2021 Warrant Fund" (the "Series 2021 Warrant Fund") for the payment of this warrant and has obligated itself to pay or cause to be paid into the Series 2021 Warrant Fund, solely from the Project Sales Tax Payments, sums sufficient to provide for the payment of this warrant.

### **Prepayment and Redemption**

The Issuer may, on any date, pay in advance the entire unpaid principal amount of this warrant or any lesser portion or portions thereof by paying to the Holder the principal amount to be prepaid without premium or penalty.

## **Registration and Transfer**

This warrant is registered in the name of the Holder on the book of registration maintained for that purpose by the Issuer. This warrant may be transferred only upon surrender hereof to the Issuer for the transfer, together with the written request of the Holder addressed to the Issuer, and recordation of such transfer on said book of registration and endorsement hereon by the Issuer. Upon presentation to the Issuer for transfer, this warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the Issuer, in form of the Assignment attached hereto, duly executed by the Holder or his attorney duly authorized in writing, and the Issuer shall endorse on the schedule attached hereto for such purpose the principal amount of this warrant unpaid. The Holder shall pay all expenses of the Issuer in connection with such transfer and any tax or other governmental charge required to be paid with respect thereto.

## **General**

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

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description, that this warrant has been registered in the manner provided by law, that this warrant represents a valid claim against the Warrant Fund, that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this warrant, the adoption of the resolution approving the Agreement, and the execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

**IN WITNESS WHEREOF**, the Issuer, acting by and through the City Council of the Issuer, as the governing body thereof, has caused this Warrant to be executed in its name and on its behalf by the Mayor of the Issuer, has caused its corporate seal to be affixed hereto and the same attested by the City Clerk of the Issuer, and has caused this Warrant to be dated the date and year first above written.

**CITY OF ANNISTON, ALABAMA**

By: \_\_\_\_\_  
Its: Mayor \_\_\_\_\_

[S E A L]

ATTEST:

\_\_\_\_\_  
City Clerk

### **Registration Certificate**

The undersigned hereby certifies that this warrant has been duly registered as a conditional claim against the City of Anniston, in the State of Alabama, and the Series 2021 Warrant Fund referred to herein, and the Project Sales Tax Payments pledged to the payment hereof.

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Treasurer of City of Anniston, Alabama



### Registration of Ownership

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

Date of  
Registration

In Whose Name  
Registered

Signature of Authorized  
Officer of Issuer

TTM Holdings, LLC

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### Endorsement by Issuer of Unpaid Principal on Date of Transfer

Date of  
Transfer

Principal  
Unpaid

Signature of Authorized  
Officer of Issuer

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### **Assignment**

For value received, \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ this warrant and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney to transfer this warrant on the books of the within named Issuer with full power of substitution in the premises.

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

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank or Trust Company)

By \_\_\_\_\_  
(Authorized Officer)

**RESOLUTION NO. 21-R-\_\_**

**AUTHORIZING THE PURCHASE OF REAL PROPERTY**

WHEREAS, the City of Anniston requires certain real property from Norfolk Southern Railway Company to complete its acquisition of land for the Chief Ladiga Trail Extension project;

WHEREAS, the City conducted extensive negotiations with Norfolk Southern to acquire this real property;

WHEREAS, the Council desires to authorize the City Manager to proceed with the purchase of this real property from Norfolk Southern on the terms specified herein;

WHEREAS, the Council finds that acquiring this real property from Norfolk Southern on these terms is in the best interests of the public considering the parties' respective valuations of the land, the uniqueness of the land for the City's intended purposes, and the costs, expenses, delay, and uncertainty of acquiring the land from Norfolk Southern through condemnation, as an alternative;

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

The City Manager is authorized and directed to execute an agreement with Norfolk Southern Railway Company for the purchase and sale of the real property described in Exhibit A, attached hereto, for a total of Three Hundred and Ten Thousand Dollars (\$310,000). The City may agree to purchase said real property where is, as is and without any representations or warranties from the seller. Upon executing an agreement, the City Manager is authorized to pay to Norfolk Southern Ten Thousand Dollars (\$10,000) as earnest money to be credited toward the purchase price at closing. The City Manager may take and direct such further actions as are necessary or appropriate to close the purchase and complete the acquisition of the real property.

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

## EXHIBIT A

A PART OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 8 EAST, ALSO PART OF SECTIONS 6 AND 7, TOWNSHIP 16 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BRASS DISK LOCATED AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 8 EAST, THEN FROM THE POINT OF COMMENCEMENT S52°20'00"W A DISTANCE OF 16376.95 FEET TO A POINT, THE POINT OF BEGINNING, HAVING COORDINATES OF NORTHING 1154789.6857, EASTING = 654916.4935, AS REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM (EAST ZONE)(NAD83). THEN FROM THE POINT OF BEGINNING S10°54'47"E A DISTANCE OF 1038.29 FEET TO A POINT. THEN S11°00'38"E A DISTANCE OF 1405.65 FEET TO A POINT. THEN S11°13'37"E A DISTANCE OF 2037.76 FEET TO A 1/2 INCH DIAMETER REBAR. THEN S11°11'50"E A DISTANCE OF 547.46 FEET TO A 1/2 INCH DIAMETER REBAR. THEN S11°16'01"E A DISTANCE OF 407.56 FEET TO A 1/2 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP. THEN S11°13'37"E 151.69 FEET TO A 1/2 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP. THEN N60°17'05"E A DISTANCE OF 62.00 FEET TO A POINT. THEN S11°34'31"E A DISTANCE OF 315.40 FEET TO A POINT. THEN S5°55'22"W A DISTANCE OF 60.30 FEET TO A POINT. THEN S14°24'33"E A DISTANCE OF 430.87 FEET TO A POINT. THEN S43°05'53"W A DISTANCE OF 83.50 FEET TO A POINT. THEN S11°12'53"E A DISTANCE OF 873.15 FEET TO A POINT. THEN S11°27'08"E A DISTANCE OF 1133.11 FEET TO A POINT. THEN N89°59'09"E A DISTANCE OF 55.60 FEET TO A POINT. THEN S11°16'44"E A DISTANCE OF 806.66 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF WEST 4TH STREET. THEN ALONG SAID NORTH RIGHT OF WAY S89°31'06"W A DISTANCE OF 154.88 FEET TO A POINT. THEN N11°27'08"W A DISTANCE OF 2010.22 FEET TO A 1 INCH DIAMETER PIPE. THEN N11°08'44"W A DISTANCE OF 305.83 FEET TO A POINT. THEN S78°51'16"W A DISTANCE OF 50.00 FEET TO A POINT. THEN N11°07'51"W A DISTANCE OF 507.47 FEET TO A POINT. THEN N11°16'07"W A DISTANCE OF 61.07 FEET TO A POINT. THEN N11°08'44"W A DISTANCE OF 489.22 FEET TO A POINT. THEN S89°48'03"E A DISTANCE OF 51.00 FEET TO A POINT. THEN N11°08'44"W A DISTANCE OF 227.67 FEET TO A 1/2 INCH DIAMETER REBAR. THEN N11°17'04"W A DISTANCE OF 2221.70 FEET TO A 1 1/2 INCH DIAMETER PIPE. THEN N11°09'56"W A DISTANCE OF 916.88 FEET TO A POINT. THEN N11°28'27"W A DISTANCE OF 61.18 FEET TO A 5/8 INCH DIAMETER REBAR. THEN N11°04'46"W 410.91 FEET TO A 1/2 INCH DIAMETER PINCH TOP PIPE. THEN N10°55'57"W A DISTANCE OF 925.72 FEET TO A POINT. THEN N10°54'47"W A DISTANCE OF 1107.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF WEST 23RD STREET. THEN ALONG SAID NORTH RIGHT OF WAY N89°47'30"E A DISTANCE OF 101.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.52 ACRES MORE OR LESS. ACCORDING TO A SURVEY PREPARED BY ALLEN LAND SURVEYING LLC, DATED 08/31/2021, PROJECT #16-55.

**RESOLUTION NO. 21-R-\_\_**

**AUTHORIZING THE PURCHASE OF REAL PROPERTY**

WHEREAS, Norfolk Southern Railway Company owns certain real property along its former railway line running from West 4<sup>th</sup> Street to West 23<sup>rd</sup> Street in the City of Anniston, Alabama;

WHEREAS, the City is purchasing the Norfolk Southern's former railway line for the Chief Ladiga Trail Extension project, and the Council desires to purchase Norfolk Southern's remaining real property between West 4<sup>th</sup> Street and West 23<sup>rd</sup> Street;

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

The City Manager is authorized and directed to execute an agreement with Norfolk Southern Railway Company for the purchase and sale of the real property described in Exhibit A, attached hereto, for a total of Fifteen Thousand Dollars (\$15,000). The City may agree to purchase said real property where is, as is and without any representations or warranties from the seller. The City Manager may take and direct such further actions as are necessary or appropriate to close the purchase and complete the acquisition of the real property.

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

## EXHIBIT A

**All lands owned by Grantor lying North of the right of way of West 4th Street and South of the right of way of West 23rd Street in the City of Anniston, Alabama, which are not included or described in the below legal description.**

A PART OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 8 EAST, ALSO PART OF SECTIONS 6 AND 7, TOWNSHIP 16 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A BRASS DISK LOCATED AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 8 EAST, THEN FROM THE POINT OF COMMENCEMENT S52°20'00"W A DISTANCE OF 16376.95 FEET TO A POINT, THE POINT OF BEGINNING, HAVING COORDINATES OF NORTHING 1154789.6857, EASTING = 654916.4935, AS REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM (EAST ZONE)(NAD83). THEN FROM THE POINT OF BEGINNING S10°54'47"E A DISTANCE OF 1038.29 FEET TO A POINT. THEN S11°00'38"E A DISTANCE OF 1405.65 FEET TO A POINT. THEN S11°13'37"E A DISTANCE OF 2037.76 FEET TO A 1/2 INCH DIAMETER REBAR. THEN S11°11'50"E A DISTANCE OF 547.46 FEET TO A 1/2 INCH DIAMETER REBAR. THEN S11°16'01"E A DISTANCE OF 407.56 FEET TO A 1/2 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP. THEN S11°13'37"E 151.69 FEET TO A 1/2 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP. THEN N60°17'05"E A DISTANCE OF 62.00 FEET TO A POINT. THEN S11°34'31"E A DISTANCE OF 315.40 FEET TO A POINT. THEN S5°55'22"W A DISTANCE OF 60.30 FEET TO A POINT. THEN S14°24'33"E A DISTANCE OF 430.87 FEET TO A POINT. THEN S43°05'53"W A DISTANCE OF 83.50 FEET TO A POINT. THEN S11°12'53"E A DISTANCE OF 873.15 FEET TO A POINT. THEN S11°27'08"E A DISTANCE OF 1133.11 FEET TO A POINT. THEN N89°59'09"E A DISTANCE OF 55.60 FEET TO A POINT. THEN S11°16'44"E A DISTANCE OF 806.66 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF WEST 4TH STREET. THEN ALONG SAID NORTH RIGHT OF WAY S89°31'06"W A DISTANCE OF 154.88 FEET TO A POINT. THEN N11°27'08"W A DISTANCE OF 2010.22 FEET TO A 1 INCH DIAMETER PIPE. THEN N11°08'44"W A DISTANCE OF 305.83 FEET TO A POINT. THEN S78°51'16"W A DISTANCE OF 50.00 FEET TO A POINT. THEN N11°07'51"W A DISTANCE OF 507.47 FEET TO A POINT. THEN N11°16'07"W A DISTANCE OF 61.07 FEET TO A POINT. THEN N11°08'44"W A DISTANCE OF 489.22 FEET TO A POINT. THEN S89°48'03"E A DISTANCE OF 51.00 FEET TO A POINT. THEN N11°08'44"W A DISTANCE OF 227.67 FEET TO A 1/2 INCH DIAMETER REBAR. THEN N11°17'04"W A DISTANCE OF 2221.70 FEET TO A 1 1/2 INCH DIAMETER PIPE. THEN N11°09'56"W A DISTANCE OF 916.88 FEET TO A POINT. THEN N11°28'27"W A DISTANCE OF 61.18 FEET TO A 5/8 INCH DIAMETER REBAR. THEN N11°04'46"W 410.91 FEET TO A 1/2 INCH DIAMETER PINCH TOP PIPE. THEN N10°55'57"W A DISTANCE OF 925.72 FEET TO A POINT. THEN N10°54'47"W A DISTANCE OF 1107.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF WEST 23RD STREET. THEN ALONG SAID NORTH RIGHT OF WAY N89°47'30"E A DISTANCE OF 101.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.52 ACRES MORE OR LESS. ACCORDING TO A SURVEY PREPARED BY ALLEN LAND SURVEYING LLC, DATED 08/31/2021, PROJECT #16-55.

## **ORDINANCES**

**ORDINANCE NO. 21-O-\_\_**

**ADOPTING BY REFERENCE THE 2021 EDITIONS OF THE  
INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL  
CODE, INTERNATIONAL FIRE CODE, INTERNATIONAL FUEL GAS  
CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL  
MECHANICAL CODE, INTERNATIONAL EXISTING BUILDING CODE,  
INTERNATIONAL PROPERTY MAINTENANCE CODE, AND 2020 EDITION OF  
THE NFP 70 NATIONAL ELECTRIC CODE**

**WHEREAS**, the City Council considers the safety and health of its citizens to be of paramount importance;

**WHEREAS**, providing standards and requirements for the safe and sanitary use and occupancy of buildings and structures in the city is the primary way to promote that condition;

**WHEREAS**, the adoption of current recognized professional construction, maintenance, and fire protection codes devised by the International Code Council and National Fire Protection Association is a crucial element of that effort;

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

Section 1. The City Council hereby amends and restates Chapter 6, Article I, Section 6.1 of "The Code of the City of Anniston, Alabama, 1981" in its entirety to read as follows:

**Sec. 6.1 – Certain technical codes adopted**

The following codes, and the rules and regulations set forth therein, are hereby adopted by reference thereto, namely:

(1)(a) *International Building Code, 2021 edition.* A certain document, two (2) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Building Code, 2021 edition*, including Appendix J, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Anniston, Alabama, for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the City Clerk of the City are hereby referred to,



adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (1)(b) of this Section.

(b) The following sections of the *International Building Code*, 2021 edition, are hereby revised as follows:

<u>Section 101.1</u>	Insert: the City of Anniston, Alabama
<u>Section 105.1.1</u>	Delete in its entirety
<u>Section 105.1.2</u>	Delete in its entirety
<u>Section 105.2</u>	Replace the text in its entirety with: <i>"Work exempt from permitting shall be governed by Section 6.3.1 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 105.3.2</u>	Replace the text in its entirety with: <i>"Time limitations on permit application shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 105.5</u>	Replace text in its entirety with: <i>"Expiration of permits shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 105.7</u>	Replace the text in its entirety with: <i>"Posting of permits shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.2</u>	Replace the text in its entirety with: <i>"A fee for each required building permit shall be charged as outlined in Section 6.3 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.3</u>	Replace the text in its entirety with: <i>"Building permit valuations shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.4</u>	Replace the text in its entirety with: <i>"Work commencing before permit issuance shall be governed by Section 6.3.5 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.6</u>	Replace the text in its entirety with: <i>"Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 111</u>	Replace the text in all Section 111 subsections in entirety with: <i>"Certificates of Occupancy shall be governed by Section 6.3.9 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 113</u>	Replace the text in all Section 113 subsections in entirety with: <i>"Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 114.4</u>	Replace the text in its entirety with: <i>"Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to action as outlined in Section 1.14 of The Code of the City of Anniston, Alabama, 1981."</i>

Section 115 Replace the text in all Section 115 subsections in entirety with:  
"Stop Work Orders shall be issued in accordance with Section 6.3.8  
of The Code of the City of Anniston, Alabama, 1981."

Section 1612.3 Insert: City of Anniston

Section 1612.3 Insert: March 16, 2016

(2)(a) *International Residential Code, 2021 edition*. A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Residential Code, 2021 edition*, including Appendix AA, AB, AC, AG, AH, AJ, AK, AM, AN, AO, AP, AQ, as published by the International Code Council, be and is hereby adopted as the Residential Code of the City of Anniston, Alabama, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal, and demolition of detached, one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of ingress and egress as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (2)(b) of this ordinance.

(b) The following sections of the *International Residential Code, 2021 edition*, are hereby revised as follows:

Section R101.1 Insert: the City of Anniston, Alabama

Section R105.2 Replace the text in its entirety with: "Work exempt from permitting shall be governed by Section 6.3.1 of The Code of the City of Anniston, Alabama, 1981."

Section R105.3.2 Replace the text in its entirety with: "Time limitations on permit application shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981."

Section R105.5 Replace the text in its entirety with: "Expiration of permits shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981."

Section R105.7 Replace the text in its entirety with: "Posting of permits shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981."

Section R108.2 Replace the text in its entirety with: "A fee for each required building permit shall be charged as outlined in Section 6.3 of The Code of the City of Anniston, Alabama, 1981."

Section R108.3 Replace the text in its entirety with: "Building permit valuations shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981."

<u>Section R108.5</u>	Replace the text in its entirety with: <i>“Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section R108.6</u>	Replace the text in its entirety with: <i>“Work commencing before permit issuance shall be governed by Section 6.3.5 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section R110</u>	Replace the text in all Section 110 subsections in entirety with: <i>“Certificates of Occupancy shall be governed by Section 6.3.9 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section R112</u>	Replace the text in all Section 112 subsections in entirety with: <i>“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section R113.4</u>	Replace the text in its entirety with: <i>“Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to action as outlined in Section 1.14 of “The Code of the City of Anniston, Alabama, 1981.”</i>
<u>R114</u>	Replace the text in all Section 114 subsections in entirety with: <i>“Stop Work Orders shall be issued in accordance with Section 6.3.8 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Chapter 3</u>	Amend Chapter Sections per future mandates as may be adopted by the Alabama Energy and Residential Codes Board.
<u>Table R301.2</u>	Input the following into Table R301.2: Ground Snow Load = 5 psf; Wind Design Speed = 110 mph; Topographic Effects = No; Special Wind Region = No; Wind-borne Debris Zone = No; Seismic Design Category = B; Weathering = Moderate; Frost Line Depth = 6”; Termites = Yes; Ice Barrier Underlayment Required = No; Flood Hazards: Date of Entry into NFIP = March 15, 1983, Title and Date of Current Flood Insurance Study = March 16, 2016; Air Freezing Index = 83; Mean Annual Temperature = 62°F; Elevation = 719’; Altitude Correction Factor = 1.0; Coincident Wet Bulb = 76°F; Indoor Winter Design Dry-Bulb Temperature = 70°F; Outdoor Winter Design Dry-Bulb Temperature = 25°F; Heating Temperature Difference = 45°F; Latitude = 33.659824; Daily Range = M (Medium); Indoor Summer Design Relative Humidity = 50%; Indoor Summer Design Dry-Bulb Temperature = 75°F; Outdoor Summer Design Dry-Bulb Temperature = 92°F; Cooling Temperature Difference = 17°F
<u>Section R313</u>	Replace the text in its entirety with: <i>“Where voluntarily installed in both townhouses and one- and two-family dwelling, automatic fire sprinkler systems shall be installed in accordance with Section P2904 of this Code and NFPA 13D.”</i>
<u>Section R802.11</u>	Replace the text in its entirety with <i>“All rafters and trusses shall be attached to supporting wall assemblies to resist wind uplift</i>

*forces by metallic connectors that are listed and labeled for such use."*

<u>Section R802.11.1</u>	Delete the subsection in its entirety.
<u>Section R802.11.2</u>	Delete the subsection in its entirety.
<u>Table R802.11</u>	Delete referenced Table in its entirety
<u>Chapter 11</u>	Amend Chapter Sections per future mandates as may be adopted by the Alabama Energy and Residential Codes Board
<u>Chapter 24</u>	Amend Chapter Sections per future mandates as may be adopted by the Alabama Energy and Residential Codes Board
<u>Section P2603.5.1</u>	Insert: 12 inches & 12 inches
<u>Chapter 34</u>	Amend Chapter Sections per future mandates as may be adopted by the Alabama Energy and Residential Codes Board
<u>Section R3606.5</u>	Replace the text in its entirety with " <i>All services supplying one- and two-family dwelling units can be provided with an optional surge-protective device (SPD) that meets the requirements of and is installed in accordance with the requirements of Section E3606.5.1 through Section E3606.5.2.</i> "
<u>Section E3606.5.3</u>	Delete the subsection in its entirety.

(3)(a) *International Fire Code, 2021 edition.* A certain document, two (2) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Fire Code, 2021 edition*, including Appendices B, C (delete Footnotes f & g), D, E, F, G, H, I and J, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Anniston, Alabama, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings, and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (3)(b) of this section.

(b) The following sections of the *International Fire Code, 2021 edition*, are hereby revised as follows:

<u>Section 101.1</u>	Insert: City of Anniston
<u>Section 105.1.6</u>	Delete section in its entirety
<u>Section 105.1.6.1</u>	Delete section in its entirety
<u>Section 105.2.3</u>	Replace the text in its entirety with: " <i>Time limitations on permit application shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981.</i> "
<u>Section 105.3.1</u>	Replace the text in its entirety with: " <i>An operational permit shall remain in effect until reissued, renewed or revoked, or for such a</i>

*period of time as specified in the permit. Operational permits are not transferable and any change in occupancy, operation, tenancy or ownership shall require that a new permit be issued. Expiration of construction permits shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981."*

Section 105.3.2

Replace the text in its entirety with: *"Construction permit extensions shall be governed by Section 6.3.6 of "The Code of the City of Anniston, Alabama, 1981."*

Section 105.3.3

Replace the text in its entirety with: *"Occupancy prior to approval shall be governed by Section 6.3.9 of The Code of the City of Anniston, Alabama, 1981."*

Section 105.3.5

Replace the text in its entirety with: *"Issued operational permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. Posting of construction permits shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981."*

Section 105.6

Replace the text in its entirety with: *"The fire official is authorized to issue construction permits for work as set forth in Sections 105.6.1 through 105.6.24, as well as Section 6.3 of The Code of the City of Anniston, Alabama, 1981."*

Section 111

Replace the text in all Section 111 subsections in entirety with: *"Any person shall have the right to appeal a decision of the fire code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981."*

Section 112.4

Replace the text in its entirety with: *"Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs items of work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be subject to action as outlined in Section 1.14 of The Code of the City of Anniston, Alabama, 1981."*

Section 113

Replace the text in all Section 113 subsections in entirety with: *"Stop Work Orders shall be issued in accordance with Section 6.3.8 of The Code of the City of Anniston, Alabama, 1981."*

Section 107.2

Replace the text in its entirety with: *"A fee for each required construction permit shall be charged as outlined in Section 6.3 of The Code of the City of Anniston, Alabama, 1981."*

Section 107.3

Replace the text in its entirety with: *"Work commencing before permit issuance shall be governed by Section 6.3.5 of The Code of the City of Anniston, Alabama, 1981."*

Section 107.5

Replace the text in its entirety with: *"Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981."*

Section 1103.5.3

Insert date of January 1, 2025

(c) The geographic limits referred to in certain sections of the 2021 *International Fire Code* are hereby established as follows:

- Section 5704.2.9.6.1 Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited unless permitted by the Chief Fire Official of the City or his designee.
- Section 5706.2.4.4 Storage of Class I and Class II liquids in above-ground tanks is prohibited unless permitted by the Chief Fire Official of the City or his designee.
- Section 5806.2 Storage of flammable cryogenic fluids in stationary containers is prohibited unless permitted by the Chief Fire Official of the City or his designee.
- Section 6104.2 Storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas unless permitted by the Chief Fire Official of the City or his designee.

(4)(a) *International Fuel Gas Code, 2021 edition*. A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Fuel Gas Code, 2021 edition*, including Appendices A, B and C, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Anniston, Alabama, for regulating and governing fuel gas systems and gas fired appliances as herein provided, providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (4)(b) of this Section.

(b) The following sections of the *International Fuel Gas Code, 2021 edition*, are hereby revised as follows:

- Section 101.1 Insert: the City of Anniston, Alabama
- Section 106.1.1 Delete section in its entirety
- Section 106.1.2 Delete section in its entirety
- Section 106.2 Replace the text in its entirety with: "*Work exempt from permitting shall be governed by Section 6.3.1 of The Code of the City of Anniston, Alabama, 1981.*"
- Section 106.3.1 Replace the text in its entirety with: "*Time limitations on permit application shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981.*"
- Section 106.5 Replace the text in its entirety with: "*Permit issuance shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981.*"

<u>Section 106.5.3</u>	Replace the text in its entirety with: <i>“Expiration of permits shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 106.5.4</u>	Replace the text in its entirety with: <i>“Permit extensions shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 106.5.7</u>	Replace the text in its entirety with: <i>“Posting of permits shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 109.4</u>	Replace the text in its entirety with: <i>“Work commencing before permit issuance shall be governed by Section 6.3.5 of the The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 109.2</u>	Replace the text in its entirety with: <i>“A fee for each required fuel gas permit shall be charged as outlined in Section 6.3 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 109.6</u>	Replace the text in its entirety with: <i>“Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 113</u>	Replace the text in all Section 113 subsections in entirety with <i>“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 115.4</u>	Replace the text in its entirety with: <i>“Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs fuel gas items of work in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to action as outlined in Section 1.14 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 116</u>	Replace the text in all Section 116 subsections in entirety with: <i>“Stop Work Orders shall be issued in accordance with Section 6.3.8 of The Code of the City of Anniston, Alabama, 1981.”</i>

(5)(a) *International Plumbing Code, 2021 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Plumbing Code, 2021 edition*, including Appendices C and E, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Anniston, Alabama, for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, re-location, replacement, addition to, use, or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof,

as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (5)(b) of this section.

(b) The following sections of the *International Plumbing Code*, 2021 edition, are hereby revised as follows:

<u>Section 101.1</u>	Insert: the City of Anniston, Alabama
<u>Section 103.1</u>	Insert: Division of Building and Safety
<u>Section 106.1.1</u>	Delete section in its entirety
<u>Section 106.1.2</u>	Delete section in its entirety
<u>Section 106.2</u>	Replace the text in its entirety with: <i>"Work exempt from permitting shall be governed by Section 6.3.1 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 106.3.2</u>	Replace the text in its entirety with: <i>"Time limitations on permit application shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 106.5</u>	Replace text in its entirety with: <i>"Permit issuance shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 106.5.3</u>	Replace text in its entirety with: <i>"Expiration of permits shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 106.5.4</u>	Replace the text in its entirety with: <i>"Permit extensions shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 106.5.7</u>	Replace the text in its entirety with: <i>"Posting of permits shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.2</u>	Replace the text in its entirety with: <i>"A fee for each required plumbing permit shall be charged as outlined in Section 6.3 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.5</u>	Replace the text in its entirety with: <i>"Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.3</u>	Replace the text in its entirety with: <i>"Work commencing before permit issuance shall be governed by Section 6.3.5 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 109.5</u>	Replace the text in its entirety with: <i>"Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 113</u>	Replace the text in all Section 113 subsections in entirety with: <i>"Stop Work Orders shall be issued in accordance with Section 6.3.8 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 114</u>	Replace the text in all Section 109 subsections in entirety with: <i>"Any person shall have the right to appeal a decision of the code</i>



*official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981."*

Section 115.4

Replace the text in its entirety with: *"Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs plumbing items of work in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to action as outlined in Section 1.14 of The Code of the City of Anniston, Alabama, 1981."*

Section 305.4.1

Insert: 12 inches & 12 inches

Section 903.1.1

Insert: 12 inches

(6)(a) *International Mechanical Code, 2021 edition*. A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Mechanical Code, 2021 edition*, including Appendix A, as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the City of Anniston, Alabama, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, re-location, replacement, addition to, use, or maintenance of mechanical systems as herein provided, providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (6)(b) of this section.

(b) The following sections of the *International Mechanical Code, 2021 edition*, are hereby revised as follows:

Section 101.1

Insert: the City of Anniston, Alabama

Section 103.1

Insert: Division of Building and Safety

Section 106.1.1

Delete section in its entirety

Section 106.1.2

Delete section in its entirety

Section 106.2

Replace the text in its entirety with: *"Work exempt from permitting shall be governed by Section 6.3.1 of The Code of the City of Anniston, Alabama, 1981."*

Section 106.3.2

Replace the text in its entirety with: *"Time limitations on permit application shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981."*

Section 106.4

Replace the text in its entirety with: *"Permit issuance shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981."*

<u>Section 106.4.3</u>	Replace the text in its entirety with: <i>“Expiration of permits shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 106.4.4</u>	Replace the text in its entirety with: <i>“Permit extensions shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 106.4.7</u>	Replace the text in its entirety with: <i>“Posting of permits shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 109.2</u>	Replace the text in its entirety with: <i>“A fee for each required mechanical permit shall be charged as outlined in Section 6.3 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 109.6</u>	Replace the text in its entirety with: <i>“Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 109.4</u>	Replace the text in its entirety with: <i>“Work commencing before permit issuance shall be governed by Section 6.3.5 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 109.6</u>	Replace the text in its entirety with: <i>“Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 113</u>	Replace the text in all Section 113 subsections in entirety with: <i>“Stop Work Orders shall be issued in accordance with Section 6.3.8 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 114</u>	Replace the text in all Section 114 subsections in entirety with <i>“Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 115.4</u>	Replace the text in its entirety with: <i>“Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters or repairs mechanical items of work in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to action as outlined in Section 1.14 of The Code of the City of Anniston, Alabama, 1981.”</i>

(7)(a) *International Existing Building Code, 2021 edition*. A certain document, two (2) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Existing Building Code, 2021 edition*, including Appendix B, as published by the International Code Council, be and is hereby adopted as the Existing Building Code of the City of Anniston, Alabama, for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefore; and

each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (7)(b) of this section.

(b) The following sections of the *International Existing Building Code, 2021 edition*, are hereby revised as follows:

<u>Section 101.1</u>	Insert: The City of Anniston, Alabama
<u>Section 105.1.1</u>	Delete in its entirety
<u>Section 105.1.2</u>	Delete in its entirety
<u>Section R105.2</u>	Replace the text in its entirety with: <i>"Work exempt from permitting shall be governed by Section 6.3.1 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 105.3.2</u>	Replace the text in its entirety with: <i>"Time limitations on permit application shall be governed by Section 6.3.2 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 105.5</u>	Replace the text in its entirety with: <i>"Expiration of permits shall be governed by Section 6.3.6 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 105.7</u>	Replace the text in its entirety with: <i>"Posting of permits shall be governed by Section 6.3.4 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 108.2</u>	Replace the text in its entirety with: <i>"A fee for each required building permit shall be charged as outlined in Section 6.3 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 108.3</u>	Replace the text in its entirety with: <i>"Building permit valuations shall be governed by Section 6.3.2 of the The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 108.4</u>	Replace the text in its entirety with: <i>"Work commencing before permit issuance shall be governed by Section 6.3.5 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 108.6</u>	Replace the text in its entirety with: <i>"Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 110</u>	Replace the text in all Section 110 subsections in entirety with: <i>"Certificates of Occupancy shall be governed by Section 6.3.9 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 112</u>	Replace the text in all Section 112 subsections in entirety with: <i>"Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981."</i>
<u>Section 113.4</u>	Replace the text in its entirety with: <i>"Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to action as</i>

*outlined in Section 1.14 of The Code of the City of Anniston, Alabama, 1981."*

Section 114

Replace the text in all Section 114 subsections in entirety with:  
*"Stop Work Orders shall be issued in accordance with Section 6.3.8 of The Code of the City of Anniston, Alabama, 1981."*

Section 1301.2

Insert: September 8, 1942

(8)(a) *International Property Maintenance Code, 2021 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *International Property Maintenance Code, 2021 edition*, including Appendix A, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Anniston, Alabama, for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (8)(b) of this section.

(b) The following sections of the *International Property Maintenance Code, 2021 edition*, are hereby revised as follows:

Section 101.1

Insert: the City of Anniston, Alabama

Section 103.1

Insert: Division of Building and Safety

Section 104.1

Replace the text in its entirety with: *"Building permit fees and rental inspection fees shall be charged as outlined in Section 6.3 and Section 13.8, respectively, of The Code of the City of Anniston, Alabama, 1981."*

Section 104.2

Replace the text in its entirety with: *"Permit fee refunds shall be governed by Section 6.3.7 of The Code of the City of Anniston, Alabama, 1981."*

Section 107

Replace the text in all Section 107 subsections in entirety with  
*"Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981."*

Section 108

Replace the text in all Section 108 subsections in entirety with  
*"Any person shall have the right to appeal a decision of the code official in accordance with Section 6.2.8 of The Code of the City of Anniston, Alabama, 1981."*

<u>Section 109.4</u>	Replace the text in its entirety with: <i>“Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to action as outlined in Section 1.14 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 110</u>	Replace the text in all Section 110 subsections in entirety with: <i>“Stop Work Orders shall be issued in accordance with Section 6.3.8 of The Code of the City of Anniston, Alabama, 1981.”</i>
<u>Section 113.1</u>	Replace the text in the last sentence of the Section in its entirety with: <i>“Boarding the building up for future repair shall not extend beyond six (6) months, unless approved by the building official.”</i>
<u>Section 302.4</u>	Insert: 12 inches
<u>Section 304.13.3</u>	Create subsection titled “Storm Windows” with text as follows: <i>“Storm windows are designed and installed solely for the supplemental protection of both permanent windows and a structure’s interior environment from natural elements. Storm windows shall not be used by themselves in lieu of permanent windows. Permanent windows, for use in this Section, shall be defined as an integrated component of an exterior wall, complete with trim both inside and outside, that can be either fixed into a closed position or openable to allow natural ventilation and contains glazing that allows natural light into a structure. Nothing in this Section shall prevent the erection of storm windows at the outside face of permanent windows. If storm windows are installed at the outside face of permanent windows, their operation and clear opening sizes must match the operation and clear opening sizes of the permanent window to which attached when the permanent window is openable.”</i>
<u>Section 304.14</u>	Insert: March 1 & October 31
<u>Section 602.3</u>	Insert: October 1 & April 31
<u>Section 602.4</u>	Insert: October 1 & April 31

(9)(a) *The NFPA 70, National Electric Code, 2020 edition.* A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Anniston, Alabama, being marked and designated as the *National Electric Code, 2020* edition, including Informative Annex Chapters A, B, C, D, F G and I, as published by the National Fire Protection Association, be and is hereby adopted as the Electrical Code of the City of Anniston, Alabama, for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Electrical Code on file in the office

of the City Clerk of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Subsection (9)(b) of this section.

(b) The following sections of the *National Electric Code*, 2020 edition, are hereby revised as follows:

Section 230.67 (A) Replace the text in its entirety with: “*Services supplying dwelling units can have an optional surge-protection device (SPD) installed per the discretion of the property owner. Where installed, the SPD shall meet all requirements of this Section.*”

Section 2. All ordinances and code provisions in conflict with the terms and provisions of this ordinance, including Ordinance No. 16-O-12, § 1 and the editions of those technical codes adopted thereby, are hereby repealed.

Section 3. If any section, subsection, sentence, clause or phrase of this ordinance, or any code or provision adopted by reference herein, is held or declared to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance or of the codes adopted by reference herein.

Section 4. Nothing in this ordinance or in the codes adopted herein shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired, existing, under any act, ordinance, or code repealed herein.

Section 5. This ordinance shall become effective on January 1, 2022, following 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

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Jack Draper, Mayor

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Jay Jenkins, Council Member

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Demetric Roberts, Council Member

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Ciara Smith, Council Member

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Millie Harris, Council Member

ATTEST:

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Skyler Bass, City Clerk

## **PUBLIC COMMENT**





## City of Anniston

4309 McClellan Boulevard, Anniston, AL 36206

Phone: 256-236-3422 / Fax: 256-231-7632

### REQUEST TO SPEAK DURING PUBLIC COMMENTS

The City of Anniston would like to hear issues of importance brought by citizens of Anniston as it is in the best interest of the City that the Mayor and City Council be well-informed and prepared to address. In order to better ensure that this process is efficient and effective, the City requires that citizens submit a written form requesting to speak at a City Council meeting. There is a limit of ten (10) allowed to speak at the meeting. The Mayor may rule out of order personal, abusive or indecorous language or matters that the City has no purview over.

**Form must be received no later than 3:00 p.m. on Thursday prior to the meeting date**

Date of Request: 11/15/2021  
Name of Person to Speak: Richard S. Green  
Address: 1801 Valley Creek Rd  
City/State/Zip: Anniston, AL 36207  
Telephone Number: [REDACTED] Email Address: [REDACTED]  
Have you addressed your issue(s) with City staff? ☐ Yes ☐ No  
Have you addressed your issue(s) with the City Manager? ☒ Yes ☐ No (mayor)  
City Council Meeting Date: 11/16/2021

**(Council meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month)**

#### PURPOSE: (Optional)

**Brief summary / paragraph of topic:**

Discuss cable company

Signature: 

Date: 11/15/2021

**PLEASE RETURN FORM VIA EMAIL TO:** [mbushard@anniston.al.gov](mailto:mbushard@anniston.al.gov) or

**By mail to:** City Manager, P.O. Box 2168, Anniston, AL 36262