

CITY OF ANNISTON
November 1, 2022
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - October 4, 2022 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.

II. UNFINISHED BUSINESS

- (a)** Motion to approve a Bingo Permit to 7 Springs Ministries located at 33 Old Gadsden Hwy, Anniston, Alabama 36201
- (b)** Motion to approve a Lounge Retail Liquor – Class I application for Grand Central Civic and Event Center LLC d/b/a Grand Central Civic and Event Center located at 1031 Noble Street within the corporate city limits

III. CONSENT AGENDA

- (a)** Resolution adopting Calendar Year 2023 Administrative Fee Schedule
- (b)** Resolution accepting donations to purchase cameras for the Anniston Police Department
- (c)** Resolution declaring personal property as surplus and authorizing the disposal of said property
- (d)** Motion to approve an expenditure of \$45,000.00 from reserves for to fund the Warming Station based on the recommendation from the Homelessness Task Force
- (e)** Motion to approve the requests for reallocation of Series 2020 Bond Proceeds and the allocation of Series 2022 Bond Proceeds for capital upgrades

IV. ORDINANCES

- (a)** Ordinance declaring real property to be surplus and authorizing lease
1st Reading
- (b)** Ordinance declaring surplus real property and authorizing conveyance of the same
1st Reading
- (c)** Ordinance creating and designating the Noble Cottage Historic Property
1st Reading

V. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

VI. 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) Shawana Hill – 2630 Wilmer Avenue

(b) Richard Jackson – 2317 Noble Street

(c) Glen Ray – 3514 Dale Hollow Road

VII. COUNCIL COMMENTS ADJOURNMENT

MINUTES

Anniston, Alabama

October 4, 2022

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Tuesday, October 4, 2022, at approximately 5:36 o'clock p.m.

Demetric Roberts, Council Member, prayed the Invocation.

Demetric Roberts, Council Member, led the Pledge of Allegiance to the Flag.

Vice-Mayor Smith called the meeting to order. On call of the roll, the following Council Members were found to be present: Council Members Jenkins, Roberts, Smith, and Harris; absent: Mayor Draper. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Harris made a motion to waive the reading of and approve the minutes of the September 20, 2022 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, and Harris; nays: none. The motion carried and the September 20, 2022 regular meeting minutes were approved.

Vice-Mayor Smith made a motion to adopt the agenda with the amendments to the following motions on the consent agenda: (a) to approve the bid for demolition of eight (8) substandard structures using funding for General funds in the amount of \$37,300.00 to Bell-it-Out; (b) motion to approve the bid for demolition of (3) three substandard structures using funding from the CDBG funds in the amount of \$16,500.00 to Emtek; and the deletion of item (d) a motion to approve a Lounge Retail Liquor – Class I application for Grand Central Civic and Event Center LLC d/b/a Grand Central Civic and Event located at 1031 Noble Street within the corporate city limits from the consent agenda. 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, and Harris; nays: none. The motion carried and the amended agenda was adopted.

Council Member Roberts made a motion to approve the consent agenda:

(a) Motion to approve the bid for demolition of eight (8) substandard structures using funding from General Fund

(b) Motion to approve the bid for demolition of three (3) substandard structures using funding from Community Development Block Grant (CDBG) funds

(c) Motion to approve a Special Events Retail Alcohol License application for Northeast Alabama Bicycle Association d/b/a Coldwater Mountain Fat Tire Festival from October 21 – 23, 2022 located at 399 Monsanto Road

(d) Motion to approve a Special Retail Liquor – More than 30 Days application for Hotel LLC d/b/a Hotel Finial located at 1600 Quintard Avenue within the corporate city limits

(e) Motion to suspend the rule requiring the City Council to meet on the third Tuesday of October 2022

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, and Harris; nays: none. The motion carried and the consent agenda was approved.

Vice-Mayor Smith read the resolution authorizing Professional Services Agreement with The Retail Coach, LLC

RESOLUTION NO. 22-R-51

AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH THE RETAIL COACH

WHEREAS, the Council desires to engage The Retail Coach to provide professional services to aid the City in its retail market research, analysis, strategies, and recruitment;

WHEREAS, The Retail Coach has submitted a proposal to provide these professional services, as specified in Exhibit A to the attached Professional Services Agreement;

WHEREAS, the Council finds that The Retail Coach is uniquely capable of meeting the professional services needs of the City with respect to the scope of work identified in the proposal, and The Retail Coach is highly skilled and equipped to provide these professional services;

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

The City Manager is hereby authorized to engage The Retail Coach on the terms set forth in the Professional Services Agreement, attached hereto, to provide the professional services identified in the scope of work. The City Manager is authorized and directed to take such actions as are necessary and appropriate to obtain and utilize these professional services, including the payment of compensation to The Retail Coach at the rates and amounts specified in the attached proposal.

PASSED AND ADOPTED on this the 4th day of October, 2022.

Council Member Harris made a motion for passage and adoption of the resolution authorizing Professional Services Agreement with The Retail Coach, LLC. 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, and Harris; nays: none. The motion carried and the resolution was passed and adopted. (22-R-51)

Vice-Mayor Smith read the resolution authorizing Professional Services Agreement with Sain Associates

RESOLUTION NO. 22-R-52

AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH SAIN ASSOCIATES

WHEREAS, the City requires civil engineering and construction inspection services for the public works project for the repaving of Leighton Avenue from the northern end of East 22nd Street to the southern end of O Street;

WHEREAS, Sain Associates has submitted the attached proposal, dated September 20, 2022, to provide the professional services required for this project;

WHEREAS, the Council finds that Sain Associates is uniquely capable of meeting the professional services needs of the City with respect to the scope of work identified in the proposal, and Sain Associates is highly skilled and equipped to provide these professional services;

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

The City Manager is hereby authorized to engage Sain Associates on the terms set forth in the proposal, attached hereto, to provide the professional services identified in the scope of work. The City Manager is authorized and directed to take such actions as are necessary and appropriate to obtain and utilize these professional services, including the payment of compensation to Sain Associates at the rates and amounts specified in the attached proposal.

PASSED AND ADOPTED on this the 4th day of October, 2022.

Council Member Jenkins made a motion for passage and adoption of the resolution authorizing Professional Services Agreement with Sain Associates. 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, and Harris; nays: none. The motion carried and the resolution was passed and adopted. (22-R-52)

Vice-Mayor Smith read the ordinance to repeal Chapter 13, Article III, Sections 13.5 through 13.9 of the Code of Ordinances governing Rental Housing Health and Safety. (1st Reading)

ORDINANCE NO. 22-O-11

REPEALING CHAPTER 13, ARTICLE III GOVERNING RENTAL HOUSING HEALTH AND SAFETY

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

Section 1. Chapter 13, Article III, Sections 13.5 through 13.9 of The Code of the City of Anniston, Alabama, 1981, and Ordinance No. 10-O-9, as amended by Ordinance No. 11-O-34 and Ordinance No. 14-O-29, codified therein, governing rental housing health and safety are hereby repealed in their entirety.

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

PASSED AND ADOPTED on this the 4th day of October, 2022.

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

Council Member Jenkins made a motion for passage and adoption of the ordinance to repeal Chapter 13, Article III, Sections 13.5 through 13.9 of the Code of Ordinances governing Rental Housing Health and Safety. 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, and Harris; nays: none. The motion carried and the ordinance was passed and adopted.

Jim Pritchett, 2609 Old Gadsden Hwy, addressed the council and wanted to clear up the myth that he owned 101 towing. He stated that he has not owned that shop since 2014, and he believes that is where the complaints came from. He stated that he would like the council to reconsider the towing ordinance.

Shawana Hill, 2630 Wilmer Avenue, addressed the council that she read the Anniston School Board did pass the \$43 million dollar budget. She stated that there are important things that are going on in the city that are ignored or go unnoticed. She asked, where did the allocated funds for the school system go.

Richard Jackson, 2317 Noble Street, thanked Council Member Roberts for taking the time after the last council meeting to discuss things that were important to him and others. He stated that the ordinance to limit the public to speak for the three minutes should be amended. He stated that three minutes is not enough time to speak, especially when something is on your heart.

Glen Ray, 3514 Dale Hollow Road, addressed the council that the public needs more than three minutes to complain. He thanked the individuals working on the homelessness issues in the city. He stated that the council's boss wants them to move the three minutes up.

Council Member Jenkins thanked everyone for coming out and expressing their thoughts. He thanked staff for their active role in addressing the dog issues in his ward.

Council Member Roberts asked everyone to be mindful of the people who lost their lives in the hurricane. He stated that the Donohue Falcons came out victorious in their football game and Anniston High is undefeated. He stated that a lot of things that were said at the last meeting, once research has been done, they find out those things are not true.

Council Member Harris commended the Anniston Changers for a great Saturday, where they picked up debris around the city. She stated that rescinding the ordinance for the rental housing health and safety, was done because the Supreme Court and the state ruled against inspections for rental properties. She stated that she disagrees with their ruling however the council has to abide by what the Supreme Court ruled.

Vice-Mayor Smith stated that she agrees with a lot of what Ms. Shawana Hill said but those concerns should be addressed directly to the school board. She stated that there is a level of accountability that should be held on the school board. She stated that the council needs to be able to identify what the funds are being used for regarding the students. She stated that she ran her campaign on infrastructure, and since coming into office, they have paved over five roads. She asked when has the council paved that many roads?

There being no further business to come before the council at that time Council Member Jenkins made a motion that the meeting be adjourned. The motion was seconded by Council Member Harris; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Roberts, Smith, and Harris; nays: none. The motion carried and the meeting was adjourned at approximately 6:05 o'clock p.m.

CONSENT AGENDA

RESOLUTION NUMBER 22-R-___

**A RESOLUTION ADOPTING CALENDAR YEAR 2023 ADMINISTRATIVE FEE
SCHEDULE**

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

WHEREAS, in consideration of the needs and best interests of the City and its citizens, the Council has duly considered, stated and adopted the appropriate administrative fees to be charged by the City, which are set forth in the Calendar Year 2023 Administrative Fee Schedule;

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

Section 1. The Council does hereby adopt the Calendar Year 2023 Administrative Fee Schedule, which shall set and govern the administrative fees to be charged by the City for the services and permits identified therein.

Section 2. The Calendar Year 2023 Administrative Fee Schedule shall take effect on the 1st day of January, 2023 and shall continue in force and application until amended by resolution of the Council.

PASSED AND ADOPTED this the 4th day of **October, 2022**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

City of Anniston 2023 Fee Schedule

Adopted by Council 10/04/2022

Building & Safety Division

Permits and Rental Inspections

As set by Ordinance

Description	Rate	Current Fee
Food Truck Initial Inspection	Flat	\$100.00
Food Truck Yearly Reinspection	Flat	\$15.00
Airbnb Initial Inspection (Short Term Rental)	Flat	\$100.00
Domesticated Chickens	Flat	\$10.00

Finance

Description	Rate	Current Fee
Dog and Cat Registration Spayed and Neutered	Each	No charge
Dog and Cat Registration Not Spayed or Neutered	Each	\$5.00
Alcohol application submittal	Each	\$50.00

Anniston Museums and Gardens

General Admission

Description	Current Fee
AMNH Adult	\$8.00
AMNH Senior	\$7.00
AMNH Child (4-17)	\$6.00
AMNH Child (0-3)	Free
Berman Adult	\$8.00
Berman Senior	\$7.00
Berman Child (4-17)	\$6.00
Berman Child (0-3)	Free
Passport Adult	\$12.00
Passport Senior	\$10.00
Passport Child (4-17)	\$8.00
Passport Child (0-3)	Free
Gardens & Trails	Free

Group Tours & Programs

Description	Current Fee
Self-guided Tour	\$5.00/person
Guided Tour	\$12.00/person
Discovery Tour	\$15.00/person
Live Animal Presentation	\$150.00 (\$50 deposit)
Spies Like Us (on-site)	\$150.00 (\$50 deposit)
Spies Like Us Outreach (up to 50ppl)	\$175.00
Outreach (up to 100 people)	\$150.00
Outreach (100-200 people)	\$200.00
Outreach (200+ people)	\$250.00
Virtual Outreach (30min & Q/A)	\$150.00
Field Trip Add-ons (up to 60 students)	\$5.00/student

*** Standard Mileage Rates (IRS) outside of Calhoun County

Anniston Museum of Natural History Rentals

Description		Current Fee
Children's Birthday Party		\$200.00
Live Animal Birthday Party		\$250.00
Conference Room (before 5:00pm)		\$40.00/hour
Classroom (before 5:00pm)	Minimum 3 hours	\$60.00/hour
Auditorium (before 5:00pm)	Minimum 3 hours	\$80.00/hour
Auditorium (5:00pm-11:00pm)	Minimum 3 hours; includes lobby	\$150.00/hour
Exhibit Halls Admission (day)	Rental add-on; 10:00am – 5:00pm	\$200.00
Exhibit Halls Admission (night)	Rental add-on; 2 hours afterhours	\$200.00

*** Lobby setup permitted between 3:00pm – 5:00pm. Setup must not interfere with general operations

Berman Museum Rentals

Description		Current Fee
Children's Birthday Party		\$200.00
Classroom (before 5:00pm)	Minimum 3 hours	\$60.00/hour
Auditorium (before 5:00pm)	Minimum 3 hours	\$80.00/hour
Auditorium (5:00pm-11:00pm)	Minimum 3 hours; includes lobby & patio	\$125.00/hour
Exhibit Halls Admission (day)	Rental add-on; 10:00am – 5:00pm	\$200.00
Exhibit Halls Admission (night)	Rental add-on; 2 hours afterhours	\$200.00

*** Lobby setup permitted between 3:00pm – 5:00pm. Setup must not interfere with general operations

Berman Museum Auditorium pricing has potential to go up when we get sound A/V equipment

Longleaf Event Center Rentals

Description		Current Fee
Conference Room (before 5:00pm)		\$40.00/hour
Classroom (before 5:00pm)		\$60.00/hour
Rotary Club Room(before 5:00pm)		\$80.00/hour
Rotary Club Room (5:00pm – 11:00pm)	Minimum 3 hours	\$100.00/hour
Lobby (before 5:00pm)	Minimum 3 hours	\$80.00/hour
Lobby (5:00pm – 11:00pm)	Minimum 3 hours	\$100.00/hour
Longleaf Hall (before 5:00pm)		\$100.00/hour
Longleaf Hall (5:00pm – 11:00pm)	Minimum 3 hours	\$150.00/hour

*** Gardens open to the public 10:00am – 5:00pm

Longleaf Event Center Wedding Packages

Description		Current Rate
Wedding Package – Alcohol Allowed	April – November	\$3100.00
Wedding Package – Alcohol Allowed	December - March	\$2400.00
Wedding Package – No Alcohol Allow.	April – November	\$2400.00
Wedding Package – No Alcohol Allow.	December – March	\$1900.00
Say "I Do" in Two Elopement Package	1 hr. set./down; 2 hr. event	\$500.00
Reception Only – Alcohol Allowed	April – November	\$1600.00
Reception Only – Alcohol Allowed	December – March	\$1400.00
Reception Only – No Alcohol Allowed	April – November	\$1400.00
Reception Only – No Alcohol Allowed	December – March	\$1200.00

***Alcohol Packages include \$400 refundable damage; Non-Alcohol includes \$200 Deposit

Public Safety Fee Schedules

Description	Rate	Fee
Police Reports	Flat	\$10.00
Accident Reports	Flat	\$10.00
Towed Vehicle Release	Flat	\$5.00
Sex Offender Registration	Flat	\$10.00
Mug Shot	Flat	\$10.00
Accident Information 8 x 10 Photograph	Flat	\$20.00
Accident Information Audio Statement	Flat	\$55.00
Accident Information CDR Data	Flat	\$110.00
Accident Information Scale Diagram	Flat	\$250.00
Accident Information Case File	Per Page	\$2.00
Accident Information Photograph Proof	Per Page	\$20.00
Fire Reports	Flat	\$10.00
Drone Files	Flat	\$1,000.00

Parks and Recreation

Recreational Sports Programs

Sport	Rate	Current Fee
Baseball/T-ball	Flat	\$75.00
Basketball	Flat	\$70.00
Football	Flat	\$85.00
Flag Football	Flat	\$50.00
Soccer	Flat	\$75.00

Summer Day Camp

Description	Rate	Current Fee
Registration	Flat	\$25.00
Daily	Flat	\$15.00
Weekly – Residents	Flat	\$55.00
Weekly - Non-Residents	Flat	\$60.00
Summer – Residents (10 Weeks)	Flat	\$530.00
Summer – Non-Residents (10 Weeks)	Flat	\$580.00
Monthly - Residents May/July (5 Weeks)	Flat	\$265.00
Monthly – Non-Residents May/July (5 Weeks)	Flat	\$290.00
Monthly - Residents July/August (5 Weeks)	Flat	\$265.00
Monthly – Non-Residents July/August (5 Weeks)	Flat	\$290.00

Aquatic and Fitness Center

Membership	Current Fee		
	Monthly	6-Months	12-Months
Individual	\$45.00	\$226.00	\$375.00
Seniors/Students	\$40.00	\$199.00	\$330.00
Family	\$60.00	\$307.00	\$510.00
Senior/Student Family	\$50.00	\$253.00	\$420.00
Group X	Unlimited visits for 6 weeks \$40.00		
Daily	\$10.00		

Room and Gymnasium Rental

Description	Commercial with sales, admission & collections	Commercial w/o sales & non-profit with collections	Non-profit & individuals w/o sales or collections	Public events open to public w/o charge
CURRENT FEES				
Meeting Room 4 hours	\$100.00	\$100.00	\$75.00	\$75.00
Party Room 4 hours	\$125.00	\$125.00	\$100.00	\$100.00
Gymnasium 8 Hours	\$600.00	\$500.00	\$300.00	\$300.00
Full Facility Rental: 8 hours - \$2,500.00 – Includes fitness area, pool, gymnasium, concession stand, meeting and party rooms				

Pool Parties

The pool is available for semi private pool parties during the following hours:

Saturday	11:30am – 1:30pm Setup time – 11:00am	Sunday	2:00pm – 4:00p.m. Setup time – 1:30pm
A late fee (\$25) will be charged for parties that exceed the party time allotted			

Pool Party Fees

30 Swimmers or less	\$200.00
**Each Swimmer must wear a bracelet **No more than 45 people total allowed in party room	
Pool parties include large party room & pool time	

Private pool parties are available

Fridays	7:00pm – 9:00pm
Saturdays	2:30pm – 4:30pm
Sundays	4:30pm – 6:30pm

\$350.00 Fee includes pool and large party room for 2 hours total, including setup and clean up times

Rentals may go over the time block for \$125.00 per hour, plus staffing fee of \$25.00 per employee per hour

If the rental is over 50 people, center director may require additional staff at \$25.00 per employee per hour

Please contact Aquatics Director for additional Rules and Regulations

Park Rentals

Facility	Commercial with sales, admission and collections	Commercial w/o sales & non-profit with collections	Non-profit & individuals w/o sales/collections	Public Events open to public w/o charges
CURRENT FEES				
Picnic Shelters with restrooms 4 hours	\$100.00	\$75.00	\$55.00	\$25.00
Picnic Shelters w/o restrooms 4 hours	\$50.00	\$35.00	\$30.00	No charge

Portable toilets may be obtained at renter's expense for parks without restroom facilities

Zinn Park

Facility	Commercial with sales, admission and collections	Non-profit & individuals w/o sales/collections
CURRENT FEES		
Zinn Park Large Pavilion with restrooms – 4 hours	\$200.00	\$125.00
Zinn Park Large Pavilion without restrooms – 4 hours	\$100.00	\$50.00
Zinn Park Small Pavilion with restrooms – 4 hours	\$100.00	\$75.00
Zinn Park Small Pavilion without restrooms – 4 hours	\$50.00	\$25.00

Recreation Centers

Facility	Commercial with sales, admission and collections	Commercial w/o sales & non-profit with collections	Non-profit & individuals w/o sales/ collections	Public Events open to public w/o charges
CURRENT FEES				
Gymnasium Per day	\$400.00	\$250.00	\$250.00	\$150.00
Meeting Rooms 4 hours	\$100.00	\$75.00	\$75.00	\$75.00
Kitchen – 4 hours	\$50.00	\$50.00	\$50.00	\$50.00

Carver and South Highland Swimming Pool admission is \$3 per person (\$2 per child below 15 years old)

The fee to reserve exclusive use of the pool is \$50 per pool hour plus \$10 per hour per required lifeguard

Additional service fees may apply as determined by the Director

Athletic Fields

Field Rental	1-hour	2-hours w/lights	Full Field Rental (field/lines/lights)
	CURRENT FEES		
	\$30	\$60	\$150

Unity House (Zinn Park)

Unity House	Non-profit & Individuals w/o sales or collections	Public events open to public w/o charges
CURRENT FEES		
4 hr blocks	\$125	

Holly Farm Recreation Area and Campgrounds (Reserved)

Facility	Non-profit & Individuals w/o sales or collections	Public events open to public w/o charges
Michael Tucker Park Campsite	\$25 per night	
Michael Tucker Park Cabin (4 hrs)	\$150	

Anniston Municipal Golf Course Charges

Green Fees	Week Days		Weekends & Holiday
	\$10.00		\$12.00
Cart Fees	Regular Cart Fees		Yearly Card Holders
	\$14.00		\$13.00
Twilight	Week Days		Weekends & Holiday
	\$8.00		\$10.00
Yearly Card Fees	Senior	Single	Family
	\$250.00	\$370.00	\$430.00

* Golf Cart only until 12:00 noon Weekends and Holidays

Cane Creek Golf Course Rates

Type	Current Fee
Individual Annual	\$750.00
Individual Monthly	\$79.00

Senior Annual	\$650.00
Senior Monthly	\$69.00

Family Annual	\$1000.00
Family Monthly	\$99.00

Cart Fee for Annual/Monthly members	\$10.00
-------------------------------------	---------

Daily Fee with Cart (Monday – Friday)	\$28.00
Daily Fee with Cart (Saturday & Sunday)	\$32.00
Unlimited Golf with Cart (Monday – Thursday only)	\$34.00

9 holes with Cart	\$15.00
18 holes walking	\$15.00
9 holes walking	\$10.00
Cart rental for observing golf matches (9 holes)	\$10.00

* *GOLF CART ONLY UNTIL 12:00 NOON ON WEEKENDS AND HOLIDAYS*

Driving Range	Current Fee
* Large Bucket	\$8.00
* Small Bucket	\$8.00
* Unlimited Annual Driving Range Program (Single Only)	\$300.00
Warm Up Bucket	\$3.00

* NOTE QUALIFICATIONS OF “FAMILY”: Immediate family under one roof and children 21 years of age or younger or proof of “FULL TIME COLLEGE STUDENTS” age 23 and younger

Tournament fees vary based on the season and the number of entrants

The Director of Golf may temporarily alter charges based on the effects of adverse conditions or the course maintenance schedule.

Food Service and Special Events

City Meeting Center

Description	Level 1	Level 2	Level 3
FEES			
Anniston Hall* (per day)	\$1,050.00	\$650.00	\$500.00
Meeting Rooms "A", "B", & "C" (4 hours)	\$150.00	\$100.00	\$100.00
Victoria Board Room (4 hours)	\$80.00	\$80.00	\$80.00
Kitchen** (4 hours)	\$100.00	\$100.00	\$100.00
Levels: Level 1 - Commercial/Business with sales, admission, collections, or monetary donations. Level 2 - Commercial/Business with no sales, admission, collections, or monetary donations. Non-profit Organizations with sales, admission, collections, or monetary donations. Level 3 - Non-profit Organizations with no sales, admission, collections, or monetary donations. Events open to the public with no sales, admission, collections, or monetary donations.			
Miscellaneous Items: - Audio/Visual Equipment (TV/VCR, Overhead Projector, Slide Projector, Screen, Conference Phone, Cordless Microphones, etc.) - \$25.00 per day - Mobile LCD Projector - \$50.00 per day - Anniston Hall LCD/Screen Combo - \$100.00 per day - Table Skirts – first three complimentary. Any additional skirted tables \$10.00 each - Pipe and Drape - \$10.00 per section - Risers - \$10.00 per section - Complete Booths - \$20.00 - No charge for use of the Pre/Post Function area and/or Outside Patio with rental of other areas. - Fees include all set-up, take-down, clean-up, tables, chairs, and PA systems.			
Notes: *Anniston Hall will be rented out in 12-hour increments rather than 16-hour increments. **Kitchen is currently rented out in 16-hour increments. If the Kitchen is rented with the Anniston Hall, the customer gets the Kitchen for 12 hours. ***Staff proposes a minimum rental fee of \$250.00 for City approved events.			

Cane Creek Grill

Description	Rate	Fee
Dining Room	4 hours	\$500.00 (\$150.00 each additional hour)
Dining Room & Patio	4 hours	\$700.00 (\$175.00 each additional hour)
Patio Only	4 hours	\$400.00 (\$125.00 each additional hour)
Meeting Room	per hour	\$80.00
Catering Fee	4 hours	\$200.00 (\$150.00 each additional hour)

If City is not used to cater events, a \$100.00 fee will be added to rentals of Anniston Hall

A \$50.00 fee will be added to rentals of all other rooms

Public Works

Cemetery

As set by [Ordinance](#)

Description	Rate	Current Fee
Cremation Burial	Flat	\$300.00
Cremation Vault	Flat	\$500.00
Placing 2 nd grave 8 feet below 1 st grave	Flat	\$500.00

Brush/Trash

As set by [Ordinance](#)

Engineering

As set by [Ordinance](#)

Note street/alley vacations will have additional expenses for advertising, notifications, etc. that vary on a case by case basis.

Main Street Anniston

Noble Entertainment Venue & Park

Facility	Commercial with sales, admission and collections	Non-Profits with sales/collections (501(c)(3) Proof Required)	Non-Profits (501(c)(3) Proof Required)	Personal Use (Parties, Reunions...etc)
CURRENT FEES				
Full Park 4 hours or less	\$175.00	\$115.00	\$100.00	\$150.00
½ Park (Pavilion only or stage/park are only)	\$125.00	\$65.00	\$50.00	\$100.00
Full Park 8 hours	\$250.00	\$140.00	\$125.00	\$200.00
½ Park (Pavilion only or stage/park are only)	\$200.00	\$90.00	\$75.00	\$150.00
Vendor Passes	Food Trucks/Mobile Food Units		Food Units/Vendor Pass Rules	
Daily Fee	\$40.00		Passes apply to food vendors (truck, stand or otherwise). Passes allow set up in Parking Spots adjacent to park or within park. Please note, in the event the park is rented for a private event or Main Street event, on a given day, you cannot use your pass unless authorized by Main Street or the private event's staff.	

City Market

	Time/Date Slots	Commercial with sales, admission and collections	Non-Profits with sales/collections (501(c)(3) Proof Required)	Non-Profits (501(c)(3) Proof Required)
CURRENT FEES				
Vendor Kiosks	9:00 AM to 5:00 PM (Mon. – Fri.)	\$25.00	\$15.00	\$20.00
Vendor Passes	Food Trucks/Mobile Food Units			
Daily Fee	\$40.00			

RESOLUTION NO. 22-R-____

A RESOLUTION ACCEPTING DONATIONS TO PURCHASE CAMERAS FOR ANNISTON POLICE DEPARTMENT

WHEREAS, the Anniston Police Department is in need of cameras and mounting poles to aid in the safety of our citizens; and

WHEREAS, the estimated total cost to purchase said equipment for the Anniston Police Department is \$36,942.76; and

WHEREAS, the McClellan Development Authority is willing to donate a total amount of \$36,942.76 for the purpose of purchasing the needed cameras, mounting equipment and cover the cellular fees for the Anniston Police Department.

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

Section 1. That the City of Anniston, Alabama, does hereby accept the donation in the total amount of \$36,942.76 by the McClellan Development Authority for the purpose of purchasing cameras including mounting poles and cellular fees for three (3) years at the Anniston Police Department.

Section 2. This resolution shall become effective immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this the **1st** day of **November, 2022**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

RESOLUTION NO. 22-R-____

A RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY

WHEREAS, the City Council of the City of Anniston, Alabama, hereby finds that those the pieces of equipment and personal property more particularly described on Exhibit “A” attached hereto and incorporated herein are not now presently being used for municipal purposes, nor are they needed for use by the City of Anniston in the future, and

WHEREAS, the City Council is desirous of disposing of said equipment/personal property.

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

Section 1. That those certain pieces of equipment/personal property more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes, be and the same are hereby declared surplus to the needs of the City of Anniston.

Section 2. That Skyler Bass, City Clerk of the City of Anniston, be and she is hereby authorized, directed, and empowered to destroy/dispose of and/or sell said equipment/personal property referenced on Exhibit “A” attached hereto and incorporated herein and to execute title certificates, bills of sale or other documents of conveyance to the purchasers, provided, however, that all sales of equipment/personal property shall be “as is – where is” with no warranties expressed or implied.

Section 3. This resolution shall become effective immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this the **1st** day of **November, 2022**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

EXHIBIT A

Description	Serial Number
Startrac Spinner NXT Black Belt	SBEP1505-L01197
Startrac Spinner NXT Black Belt	SBEP1505-L01199
Startrac Spinner NXT Black Belt	SBEP1505-L01200
Startrac Spinner NXT Black Belt	SBEP1505-L01369
Startrac Spinner NXT Black Belt	SBEP1505-L01146
Startrac Spinner NXT Black Belt	SBEP1505-L01371
Startrac Spinner NXT Black Belt	SBEP1505-L01198
Startrac Spinner NXT Black Belt	SBEP1505-L01370
Startrac Spinner NXT Black Belt	SBEP1505-L01143
Startrac Spinner NXT Black Belt	SBEP1505-L01145
Startrac Spinner NXT Black Belt	SBEP1505-L01372
Spinner Shift	AGWRC111160023

ORDINANCES

ORDINANCE NO. 22-R-__

**DECLARING REAL PROPERTY TO BE SURPLUS
AND AUTHORIZING LEASE**

WHEREAS, the City of Anniston owns and controls a dual-level parking structure situated on certain realty property recorded in the Office of the Calhoun County Judge of Probate as Parcel Number 21-03-08-2-002-022.000, being located at 16026 East 9th Street, Anniston, Alabama 36201, and having a legal description of SEC 08 TSP 16S RNG 08E ANNISTON CITY LAND CO BLK 130 LOT 12 ANNISTON (referred to herein as the “Premises”);

WHEREAS, Commerce Tower, LLC, a Florida limited liability company, owns and controls the multi-story commercial building located on the property adjacent to the Premises referred to as Commerce Tower;

WHEREAS, Commerce Tower, LLC desires to lease the Premises for use by the tenants and patrons of Commerce Tower;

WHEREAS, the Council finds that the Premises has fallen into a state of disrepair and has become a source of blight due to its lack of use by the public and it will not be used for municipal, public purposes;

WHEREAS, the Council finds that it is in the best interests of the City and its citizens to lease the Premises to Commerce Tower, LLC in accordance with the terms set forth in the lease agreement attached hereto;

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

1. Declaration of Surplus Real Property. It is hereby established and declared that the City of Anniston’s interest in the Premises is surplus real property that is no longer used or needed by the City for public or municipal purposes.

2. Lease of the Premises. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, a lease agreement in the form and substance of Exhibit A, hereto, granting a lease of the Premises to Commerce Tower, LLC.

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

PASSED AND ADOPTED on this the ____ day of _____, 2022.

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

STATE OF ALABAMA)
COUNTY OF CALHOUN)

LEASE AGREEMENT

This Lease ("Lease") is made this ____ day of _____, 20__ between and among the City of Anniston, Alabama ("Lessor"), a municipal corporation organized under the laws of the State of Alabama, and Commerce Tower, LLC ("Lessee"), a Florida limited liability company with its principal address at 2701 E. Atlantic Blvd., Pompano Beach, FL 33062.

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

1. Premises. (a) Description. Lessor hereby demises and lets unto Lessee the following described property located within the City of Anniston, County of Calhoun, State of Alabama:

The two-level parking structure situated on certain realty property identified in the Office of the Calhoun County Judge of Probate as Parcel Number 21-03-08-2-002-022.000, being located at 16026 East 9th Street, Anniston, Alabama 36201, and having a legal description of SEC 08 TSP 16S RNG 08E ANNISTON CITY LAND CO BLK 130 LOT 12 ANNISTON.

(b) Use by Lessee. Lessee shall use the Premises to provide parking for individuals working in and/or visiting Commerce Tower. Lessee shall not use or occupy the Premises, or permit the Premises to be used or occupied, in violation of any of any federal, state, or local laws, regulations, or grant-funding conditions. Further, Lessee agrees to allow Lessor to access and use the Premises without cost on special event weekends and on weekdays after 5:00 p.m.

(c) Easements, Encumbrances and Regulations. The Premises shall be subject to all existing easements, encumbrances and regulations.

2. Term. The Term of this Lease shall be sixty (60) months, commencing on the 1st day of _____, 202_ (the "Commencement Date").

3. Rent/Consideration. Lessee shall to pay to Lessor an annual rent in the amount of one dollar and no cents (\$1.00), and in addition thereto, Lessee shall make the following improvements to the Premises at Lessee's sole expense:

- (a) Lessee shall remove all existing markings (other than those marking parking spaces) and graffiti interior and exterior of the Premises, and Lessee shall keep the Premises free of markings and graffiti during the entirety of the lease term.
- (b) Lessee shall install and maintain in good working order an access gate controlling the entrance/exit of the upper level of the parking deck.

- (c) Lessee may improve the access gate presently installed to control the entrance/exit of the bottom level of the parking deck, in Lessee's discretion, and Lessee shall maintain said gate (with or without any improvements) in good working order.
- (d) Lessee shall paint, install, and maintain stripes to delineate parking spaces within and about the Premises. Lessee shall be exclusively responsible for ensuring that the parking facility is compliant with any applicable laws and regulations, including the American with Disabilities Act.

Lessor shall install and complete all improvements and repairs required under this Lease within one hundred and eighty (180) days of the Commencement Date of this Lease.

4. Possession. Lessor agrees to deliver possession of the Premises on the Commencement Date of this Lease.

5. Waiver of Security Deposit. Lessor agrees to waive any security deposit for the leased Premises.

6. Condition of Premises at Commencement of Lease. Lessee represents it has inspected and examined the Premises and accepts the same in its present condition and without any warranty of any kind on behalf of Lessor, express or implied. Lessee acknowledges that the Premises are suitable for Lessee's intended use. Lessee specifically accepts, as-is, those repairs made by Lessor to any water leaks in the parking structure, as were identified by Lessor, and those repairs made by Lessor to the lighting fixtures.

7. Repairs; Limits on Liability. Before the commencement of this lease, Lessor made reasonable efforts to repair those water leaks identified by Lessor upon inspection of the premises, and Lessor repaired those inoperable lighting fixtures identified by Lessor. Beginning on the Commencement Date, Lessee shall be exclusively responsible for all improvements, repairs, and maintenance of the Premises during the lease term. Lessee covenants to always keep the Premises safe and in good order and condition during the term of this Lease. Lessee shall make all repairs as may be needed to maintain the Premises during the lease term, and Lessee shall make said repairs at its sole expense. Lessor shall not be liable for any charges, damages, or injuries related to repairs, upkeep and maintenance to the Premises undertaken by or on behalf of Lessee. Lessee covenants and agrees to keep the Premises free and clear of any liens of any person or entity performing work or providing materials for any improvements and repairs to the Premises.

8. Maintenance of Premises. Lessee shall maintain the Premises in a clean and sanitary condition at all times.

9. Utilities and Other Services. Lessor shall keep an account for electrical utility service to the Premises, and Lessor shall pay the rate charged to maintain said service. Lessee shall be responsible for establishing in its name and paying the cost of all other utilities and services, if any, for Lessee's use and occupation of the Premises.

10. Insurance. During the entire Term of this Lease, Lessee shall, at its own expense, keep in force by advance payment of premiums, public liability insurance in an amount of not less than a combined single limit of one million dollars (\$1,000,000.00). Said insurance shall insure both Lessee and Lessor (as an additional insured) against any liability that may accrue against either or both of them as a result of any bodily injury or property damage occurring on the Premises during the Term of this Lease. Lessee shall provide Lessor certificates of all insurance required under this section. Lessor agrees to comply with all reasonable requirements of Lessee's insurance carrier or underwriter, if any, so as not to cause cancellation of Lessee's insurance on the Premises.

11. Fixtures, Facilities, and Equipment. All fixtures, facilities, and equipment existing on the Premises on the Commencement Date shall continue to be the property of Lessor. Any improvements and installations made on or to the Premises during the lease term, including, but not limited to, the gates controlling access to the upper and bottom levels of the parking deck and any improvements thereto, shall remain as fixtures, facilities, and equipment of the Premises and shall be the property of Lessor upon the expiration of the lease term.

12. Lease Renewal. Absent written agreement between the parties, this Lease shall not renew at the end of the term of this Lease.

13. Condition of Premises Upon Surrender. Upon expiration of this Lease, or any early termination hereof, Lessee shall quit and surrender possession of the Premises as quietly and peaceably and in good order and condition as the same was at the commencement of this Lease, subject to an exception for reasonable wear and tear. Lessee further agrees to take no action that would create a dangerous or defective conditions on the Premises.

14. Taxes. Lessor shall pay all ownership taxes levied or assessed by any property taxing authority having taxation jurisdiction over the Premises. Lessee shall pay all leasehold taxes levied or assessed by any property taxing authority having taxation jurisdiction over the Premises.

15. No Assignment or Mortgage. Neither the Premises nor any portion thereof shall be sublet, nor shall this Lease, or any interest therein, be assigned or mortgaged by Lessee. Any attempted assignment, subletting, or mortgaging shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee or pledgee. In the event Lessee shall become bankrupt or insolvent, or a trustee or receiver is appointed to administer Lessee's business or affairs, this Lease shall immediately terminate and not become an asset of such trustee or receiver.

16. Catastrophic Events, Natural Disasters and Other Occurrences. Lessor shall not be liable to Lessee for displacement or any loss of use arising from catastrophic events, natural disasters or any other events or circumstances beyond Lessor's control.

17. Default. In the event either party to this Lease defaults in the performance of any provision(s) or conditions herein, the non-defaulting party may immediately terminate this Lease by providing ten (10) days written notice to the defaulting party.

18. Mutual Indemnity and Hold Harmless. Lessee shall indemnify, defend (with counsel acceptable to Lessor) and hold Lessor harmless from all losses, costs, damages, claims, suits, causes or expenses caused by any default committed hereunder on the part of Lessee or arising out of Lessee's use and occupation of the Premises or injuries or damages to any persons or property while in, on or about the Premises. Any property stored in or on the Premises shall be so kept at the sole risk of Lessee.

19. Notices. Any notices required hereunder or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or by certified mail to Lessor at City of Anniston, Alabama, Post Office Box 2168, Anniston, Alabama 36202, attention City Manager, or to Lessee by attention to Moshe Zuchaer at 2701 E. Atlantic Blvd., 2nd Floor, Pompano Beach, FL 33062.

20. Non-Waiver. Any failure by either Lessor or Lessee to insist, in one or more instances, upon strict performance of any provision of this Lease shall not be construed as a waiver of such provision, but the same shall continue and remain in full force and effect. The waiver of any provision of the Lease shall be expressed in writing, signed by the party granting such waiver, with notice of the same being delivered in accordance with the Notices provision of this Lease.

21. Binding Effect. This Lease shall be binding only upon, and inure solely to the benefit of, Lessor and Lessee.

22. Governing Law, Jurisdiction and Venue. Any dispute arising out of, or relating to, this Lease, including, but not limited to, breach, termination of validity, shall be governed by Alabama law and shall be heard by a court of law in Calhoun County, Alabama having jurisdiction over such matter.

23. Time. Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.

24. Entire Agreement. This Lease contains the entire understanding between the parties and supersedes any prior understanding or agreements between them respecting the Premises and/or this Lease. No representations, arrangements or understandings, except those fully expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease may be made or be binding unless made in writing and signed by both parties.

25. Counterparts. Several copies of this Lease may be executed by the parties. All executed copies constitute one and the same Lease and are binding upon all parties.

26. Topic Headings. Headings and captions in this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed.

Dated: _____

Dated: _____

By: _____
The City of Anniston, Alabama (Lessor)

By: _____
Moshe Zuchaer (Lessee)

Its: City Manager _____

Its: President _____

ATTEST:

Skyler Bass, City Clerk

ORDINANCE NO. 22-O-__

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

WHEREAS, the City of Anniston does own and possess certain real property located on West 14th Street between its intersections with Pine Avenue and Grove Street in Anniston, Alabama 36201, said property being Lot 2 of the Division of DHR Chalkline Subdivision Lot 1 located in the SE ¼ of Section 6, Township 16 South, Range 8 East, as said Lot 2 is shown in the subdivision plat recorded in Plat Book KK Page 23 (referred to herein as the “Property”);

WHEREAS, the Property is vacant and is not connected to any other municipal properties, and the City does not need or utilize the Property for any municipal or public purpose;

WHEREAS, Lizzie B. Lynch (“Lynch”) owns the parcel located at 430 West 14th Street, Anniston, Alabama 36201, which lies adjacent to the Property, and she resides thereon;

WHEREAS, Lynch has for many years provided services to the City through the maintenance and upkeep of the Property, as contemplated by the agreement approved by Resolution No. 12-R-349, which has conferred a pecuniary benefit to City;

WHEREAS, Lynch desires to purchase the Property, and in consideration of the purchase price in the amount of \$100.00 and those services provided over the years by Lynch to the City, which the Council finds to be good, valuable and sufficient under the circumstances;

WHEREAS, the Council finds that it is in the best interests of the City and its citizens to convey the City’s title and interest in the Property, if any, to Lynch, subject to the terms and conditions set forth below;

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

1. Declaration of Surplus Real Property. It is hereby established and declared that the City of Anniston’s interest in the Property is surplus real property that is no longer used or needed by the City for public or municipal purposes.
2. Conveyance of the Property to Lynch. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, a quitclaim deed in the form and substance of Exhibit A, hereto, granting the City’s right and title to the Property, if any, to Lynch in exchange for delivery in hand to the City payment in the amount of \$100.00.

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

PASSED and ADOPTED this **1st** day of **November, 2022.**

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

THIS QUITCLAIM DEED WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE SEARCH. NO REPRESENTATIONS ARE MADE
CONCERNING TITLE BY THE PREPARER OF THIS QUITCLAIM DEED.

STATE OF ALABAMA)

COUNTY OF CALHOUN)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that, effective as of the ____ day of _____, 2022, and pursuant to the duly adopted ordinance of the City of Anniston, Ordinance No. 22-O-____, a copy of which is attached hereto, and for One Hundred Dollars (\$100.00) and other good and valuable consideration, the undersigned,

CITY OF ANNISTON, ALABAMA,

(herein referred to as “Grantor”) does by these presents REMISE, RELEASE, QUITCLAIM and CONVEY unto:

LIZZIE B. LYNCH, an unmarried woman,

(herein referred to as “Grantee”) any and all right, title, interest and claim of Grantor in and to the following described real property situated in Calhoun County, Alabama; to wit:

**Lot 2 of the Division of DHR Chalkline Subdivision Lot 1 located in the
SE ¼ of Section 6, Township 16 South, Range 8 East, as recorded in
Plat Book KK Page 23**

(referred to herein as the “Property”).

TO HAVE AND TO HOLD to the said Grantee, Grantee’s successors and assigns, subject to:

Grantee shall accept the Property, as is, where is, and shall further accept and acknowledge this quitclaim deed and conveyance of the Property without warranty of any kind, express or implied, on the part of the Grantor, including its officers, employees, representatives, agents, and attorneys.

Further subject to taxes for the current year, easements of record, easements as located, and restrictions of record, if any.

IN WITNESS WHEREOF, the said Grantor has hereto set Grantor’s hand and seal as effective of the date first set forth above.

GRANTOR:

CITY OF ANNISTON, ALABAMA

BY: _____

NAME: Jack Draper

TITLE: Mayor, City of Anniston, Alabama

STATE OF ALABAMA)
COUNTY OF CALHOUN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack Draper, whose name as Mayor of the City of Anniston, Alabama, a municipal corporation, is known to me and signed to the foregoing instrument, acknowledged before me on this day that, being informed of its contents, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the ____ day of _____, 2022.

(SEAL)

Notary Public

My Commission Expires: _____

ATTESTED BY:

Skyler Bass, City Clerk

Prepared by:

Bruce J. Downey IV, Esq.
The Downey Law Firm, LLC
P.O. Box 626, Anniston, AL 36202

ORDINANCE NO. 22-O-_____

**AN ORDINANCE CREATING AND DESIGNATING
THE NOBLE COTTAGE HISTORIC PROPERTY**

WHEREAS, the Anniston Historic Preservation Commission (hereinafter “the Commission”) has advised the City Council that it has conducted a historic survey of Noble Cottage Historic Property, and has conducted a public hearing upon its proposed recommendation to designate the Noble Cottage as a local historic property, and

WHEREAS, the City Council has further been advised that the Commission published notices in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama, said notices being not less than 15 days prior to the public hearing and the second notice being not less than 5 days prior to the public hearing, and

WHEREAS, the City Council has further been advised that the commission mailed written notice of the said public hearing to the owners of the property, and

WHEREAS, in its October 20, 2022 meeting, the Anniston Historic Preservation Commission approved the proposal for the creation of Noble Cottage Historic Property and has, by resolution, recommended the designation of this resource as a historic property to the City Council.

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

Section 1. In accordance with the provisions of Ordinance No. 91-0-18 passed and adopted by the City Council of the City of Anniston on the 24th day of April, 1991, the City Council does hereby designate the following described property within the City of Anniston as a historic property:

900 Leighton Avenue. Lot 7 Block 117 as shown on the map of Furnace Hill Addition as recorded in the Office of the Probate Judge of Calhoun County, Alabama at Plat Book 1 Page 87 and also as shown on the map of the Anniston City Land

Company recorded in Plat Book A Page 416 in said Probate Office, Except the West 76 feet thereof, situated, lying and being in Calhoun County, Alabama.

Section 2. The Anniston Historic Preservation Commission is hereby directed, within 30 days of the adoption of this ordinance to notify the owners of the designated historic property of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any material change in appearance of their property in accordance with Section IV (C) (5) of Ordinance No. 91-0-18.

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

PASSED AND ADOPTED this the ___ day of **November, 2022.**

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