CITY OF ANNISTON  
JUNE 18, 2019  
5:30 P.M.

- INVOCATION
- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL
- READING/APPROVAL OF MINUTES OF PREVIOUS MEETING
  - June 4, 2019 Regular meeting
  - June 11, 2019 Called meeting
- ADDITIONS/DELETIONS TO THE AGENDA
- ADOPTION OF AGENDA

I. CONDUCT PUBLIC HEARING

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**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 to help the City Council and the general public 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 shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council’s time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

(a) To receive comments regarding a Lounge Retail Liquor – Class I Alcohol License Application for Robert Edward Curtis d/b/a The Parlormint.
II. UNFINISHED BUSINESS

III. CONSENT AGENDA

(a) A motion to suspend the rule requiring the City Council to meet on the first Tuesday of July, 2019, and to schedule a City Council meeting for Tuesday, July 9, 2019, at 5:30 p.m. at the City Meeting Center.

(b) A motion to suspend the rule requiring all regular meetings of the Council to be in Council Chambers at City Hall and move all regular meetings of the Council to the City Meeting Center until such time that a motion to relocate in adopted.

IV. MOTIONS

(a) To approve a Retail Beer (ON OR OFF PREMISES) for GPS Hospitality Huts LLC d/b/a Pizza Hut located at 322 Blue Mountain Road within the city limits.

(b) To approve a Lounge Retail Liquor – Class I Alcohol License Application for Robert Edward Curtis d/b/a The Parlormint located at 1016 Noble Street.

(c) To approve a Special retail – More Than 30 Days Alcohol License Application for South Beach Volleyball at McClellan, LLC d/b/a South Beach Volleyball at McClellan located at 100 Symphony Way.

(d) Motion to award bids for demolition of eight (8) substandard structures to EMTEK for four (4) structures in the amount of $48,500.00 and to Teague Hauling and Demolition for four (4) structures in the amount of $50,000.00

V. RESOLUTIONS

(a) Resolution declaring a reported condition to be a public nuisance. Group 2019-02 Grass/Debris/Vehicles

(b) Resolution authorizing execution of Real Estate Exchange Agreement with United States Administrator of General Services.

VI. ORDINANCES

(a) Ordinance amending the City Code of Ordinances, Chapter 15, Motor Vehicles and Traffic, Section 15.17 Truck Routes; Providing an Effective Date. 1st Reading
(b) Ordinance amending Chapter 31, Article III of the Code of the City of Anniston, Alabama, 1981 Governing Ambulance Services. 1st Reading

VII. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

VIII. RECEIVE INFORMAL PUBLIC COMMENTS

Informal Public Comment – Speaker Protocol

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

**Formal Public Comment – City Council Agenda Protocol**

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

COUNCIL COMMENTS

ADJOURNMENT
Anniston, Alabama  
June 04, 2019

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chambers in the City Hall of the City of Anniston, Alabama, on Tuesday, June 04, 2019, at approximately 5:39 o’clock p.m.

Bud Owsley, President of Boozer Beam, prayed the Invocation.

Bud Owsley, President of Boozer Beam, led the Pledge of Allegiance to the Flag.

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

Jay Johnson, 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 from the May 21, 2019 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, Reddick, Little, Harris, and Draper; nays: none. The motion carried and the May 21, 2019 minutes were approved.

Mayor Draper made a motion to waive the reading of and approve the minutes from the May 28, 2019 special called meeting. The motion was seconded by Council Member Reddick and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. The motion carried and the May 28, 2019 minutes were approved.

Mayor Draper made a motion to approve the agenda with the addition of a resolution authorizing reimbursements to City officials for expenses incurred while traveling away from the City. The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. The motion carried and the agenda was adopted.

Mayor Draper opened a public hearing to receive comments for board confirmation of Whitney Roberson to the Anniston Main Street Board.

Whitney Roberson wanted to thank everyone for the opportunity to serve on the Main Street Board.

Council Member Jenkins stated that he sat at a table with Whitney at a Main Street work session and he left that meeting feeling optimistic about the City’s future with the energy that Whitney and the others at the table brought forth.

Council Member Harris stated that she was at that meeting as well, and the creativity and synergy, was very invigorating and that they give us hope for the future of Downtown.

Mayor Draper stated that he enjoyed meeting Whitney at that the meeting as well.

Mayor Draper closed the public hearing to receive comments for board confirmation of Whitney Roberson to the Anniston Main Street Board.
Council Member Reddick made a motion to approve a Release of lien dated 09/10/2001 in the amount of $7,316.82 secured by real property located at 1805 W 21st Street. The motion was seconded by Mayor Draper.

Mayor Draper stated that they discussed at a work session, to release those current liens located at 1534 Woodstock Ave and 1124 Mulberry Ave and all liens.

Mayor Draper made a motion to amend Council Member Reddick’s motion to contain releasing the liens at 1534 Woodstock Ave, 520 South Christine Ave, 1534 Walnut Ave, 1832 W 16th St., 1419 Leman Ave, 1124 Mulberry Ave, 132 E. 27th St., 1501 Moore Ave, and 1515 Moore Ave. The motion was seconded by Council Member Reddick.

Council Member Jenkins stated that he is comfortable with that under the condition that if the City engages in these kind of loans going forward there is a clear and defined policy of forgiveness or repayment.

Council Member Reddick thanked Mary Motley for the great job on the research she did.

On call of the roll, the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. The motion to amend Council Member Reddick’s motion carried.

On call of the roll, the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. Council Member Reddick’s motion with the addition of Mayor Draper’s amendment carried.

Mayor Draper made a motion to appoint Rob Svenson to the Health Care Authority to fill the vacancy of Place 6 (Jimmie Thompson) expiring May 31, 2019. The motion was seconded by Council Jenkins.

Council Member Little stated that this is an appointment for Ward 3 and this came off the agenda for a 30 day extension and they shouldn’t be voting on this tonight. There is not one individual serving on the hospital board representing Ward 3.

Council Member Jenkins stated that the vote at the special meeting was to extend the 60-day timeline that council had to consider the individuals by 30 days to stay within the law.

Mayor Draper stated that he has discussed this at length with Council Member Little and that going forward with future appointments on the Health Care Authority that all wards are represented and potentially amend the Health Care Ordinance.

Council Member Reddick stated that he will vote against this with Council Member Little because he agrees that this was initially a Ward 3 appointment and that they didn’t even consider Council Member Little’s appointment.

Council Member Jenkins stated that agrees with the Mayor and acknowledges the concerns of Council Member Little and Reddick but they are bound by the current ordinance. Both entities have to agree on changes to that ordinance.

Council Member Little stated that we are getting ready to replace a black man on the board for a white individual. He stated that 1/4 of this city is not represented on the Health Care Authority board and this
is a backdoor way of at large voting to take away the representation of individuals in Ward 3. He stated that they could not allow an unelected body to dictate to the council.

On call of the roll, the following vote was recorded: ayes: Council Member Jenkins, Harris, and Draper; nays: Council Member Reddick and Little. The motion to appoint Rob Svenson to the Health Care Authority to fill vacancy Place 6 expiring May 31, 2019 carried.

Mayor Draper made a motion to appoint Linda Jenkins to the Health Care Authority to fill the upcoming vacancy of Place 7 expiring May 31, 2019. The motion was seconded by Council Member Harris.

Council Member Little stated that it is their policy that someone appointed to a board has to come before the council. He stated that he would vote for Mrs. Jenkins but he will not tonight, because she is not there.

Council Member Reddick stated that he thinks Mrs. Jenkins is a great appointee but he will not vote because he has some concern about what is going on.

On call of the roll, the following vote was recorded ayes: Council Member Jenkins, Harris, and Draper; nays: Council Member Little; abstentions: Council Member Reddick. The motion to appoint Linda Jenkins to the Health Care Authority to fill vacancy 7 expiring May 31, 2019 carried.

Jay Johnson, City Manager, stated that they opened bids toward the end of May and the bid far exceeded the budget and the council rejected that. Last week they reopened the second round of bids and again the bid exceeded the budget. They only received one bid at each opening. The discussion during the second round of bidding was to separate the remodel into Part A and Part B. He stated that he is recommending to the council for Part A bid in the amount of $384,000.00 and that the motion include the authorization of the architect and the City Manager to have further discussions for value engineering deducts to that amount and report that back to the City Council at the next meeting. Part A would complete all the renovations necessary for the administrative offices located at the Relocated City Hall and Part B, which will be negotiated in the future, would be for the City Council Chambers. The City Manager’s recommendation is to award the Part A bid to McWhorter and Co. in the amount of $384,000.00.

Mayor Draper made a motion to approve the award to McWhorter and Co. for the Renovation of Leased Space, Temporary City Hall Location to include Part A, the administrative offices portion of the Relocated City Hall with the addition of authorizing the City Manager and architect to further discuss deducts from the amount of $384,000.00. The motion was seconded by Council Member Jenkins.

Council Member Jenkins stated that it is important to move forward even though he is not happy with the numbers.

Council Member Reddick stated that they turned down the bid last time because of the money, $440,000 and now they are going to spend more than $440,000.00 with this. He stated that they are getting less work done and spending more money. He does not see how this is reasonable.

Mayor Draper stated that it is important to move on this and understands Council Member Reddick’s concerns. He stated that of the options they had for moving into, for a temporary space, this remains the most cost effect.
Council Member Harris stated that they do not need to throw up any more roadblocks but she understands Council Member Reddick’s concerns but they need to keep moving on and agrees with Mayor Draper.

Council Member Little asked when the rebid took place.

Jay Johnson, City manager, stated that they had a pre-bid conference that was mandatory and only the bidders that were prequalified were eligible to bid. The bidders had approximately 10 days from the rebid to send bids in.

Council Member Little stated that he does not agree with the short 10-day turnaround for the amount of money they are spending.

On call of the roll, the following vote was recorded: ayes: Council Member Jenkins, Harris, and Draper; nays: Council Member Reddick and Little. The motion carried.

Council Member Little made a motion to have the City of Anniston file a public record request with the Justice Department on the Voting Rights Act, 1972, municipal elections form of government for the City of Anniston. The motion was seconded by Council Member Reddick.

Council Member Reddick stated that this is to make sure that they are operating under the perimeters of the law.

Council Member Harris stated that they recently received a list of legislation that was passed by the legislature during this session and one of items she noted that to change any form of government would require a referendum.

Council Member Jenkins stated that his reading of the voting rights act it did not have to do with what type of government but if someone was impacted by, their inability to vote required pre-clearance based off his understanding of the language of the act.

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

Council Member Jenkins made a motion to allow the City Manager to enter into negotiations with Dorsey Architect Inc. to craft a program scope for presentation to the City Council with Dorsey Architect Inc. developing that program, from collaboration with Dr. Satcher and his personnel, the civil rights enhancement committee, and the City Council with the original request components that falls under the line item budget. The motion was seconded by Mayor Draper.

Council Member Harris asked that if part of the plan was to look at what was already there? She was told of two free health clinics out in West Anniston and asked if Dr. Satcher would be interested in working with nonprofits that are already there to combine resources.

Council Member Jenkins stated that that would ultimately be something the Civil Rights enhancement committee would discuss. Until that, committee meets with Dr. Satcher and he staff and understanding his expectations to what will happen any talk would be premature.
Council Member Little stated that due to the current climate it is a building structure and a few other things. He states you have a surgeon general from Anniston Alabama that served honorable with distinction and he would draw national and international people into this area.

Council Member Reddick stated that he had talked with Sheila Smoot and she regrets not being present.

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

RESOLUTION NUMBER 19-R-162

A RESOLUTION APPOINTING MEMBER(S) TO MAIN STREET ANNISTON BOARD

WHEREAS, the Council has adopted Ordinance No. 14-O-13, an ordinance amending Division 1, Article XI, Chapter 2 of the Code of Ordinances for the City of Anniston, Alabama Regulating Boards, Commissions and Authorities, in order to, among other things, assign the positions on the City’s boards, commissions and authorities to nominations by specific Council Ward Representatives or to the Office of the Mayor so that those who are appointed to serve more fairly and equitably represent the citizenry of the City and to simplify and clarify to Council’s nomination and appointment process;

WHEREAS, the Council has adopted a schedule of nominations to govern appointments to the Main Street Anniston Board;

WHEREAS, the Council desires to make certain appointments to said Board in accordance with the previously adopted Schedule of Nominations;

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

Section 1. The City Council of the City of Anniston does hereby appoint those persons identified in the Schedule of Nominations for the Main Street Anniston Board attached hereto as Exhibit A to the board and for the terms set forth therein.

Section 2. That the City Clerk shall cause a copy of this Resolution to be mailed to the above named appointees and to said board.

PASSED and ADOPTED this 4th day of June, 2019

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

By:/s/ Jack Draper, Mayor
By:/s/ Jay W. Jenkins, Council Member
By:/s/ David E. Reddick, Council Member
By:/s/ Benjamin L. Little, Council Member
By:/s/ Millie Harris, Council Member

Mayor Draper made a motion for passage and adoption of Resolution 19-R-162, A Resolution Appointing member(s) to the Anniston Main Street Board (Whitney Roberson). The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. The motion carried and Resolution 19-R-162 was passed and adopted.
RESOLUTION NO. 19-R-163
A RESOLUTION DECLARING VARIOUS VEHICLES AND PIECES OF EQUIPMENT AS SURPLUS AND AUTHORIZING THEIR SALE

WHEREAS, the City Council of the City of Anniston, Alabama, hereby finds that those certain motor vehicles/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.

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

Section 1. That those certain motor vehicles/equipment and 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 cause said motor vehicles/equipment and personal property to be sold and/or traded and to execute title certificates, bills of sale or other documents of conveyance to the purchasers provided, however, that all sales of motor vehicles/equipment made by the City 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 4th day of June, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

By:/s/ Jack Draper, Mayor
By:/s/ Jay W. Jenkins, Council Member
By:/s/ David E. Reddick, Council Member
By:/s/ Benjamin L. Little, Council Member
By:/s/ Millie Harris, Council Member

Mayor Draper made a motion for passage and adoption of Resolution 19-R-163, A Resolution Declaring various vehicles and pieces of equipment as surplus and authorizing their sale (PD). The motion was seconded by Council Member Jenkins and on call of the roll, the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. The motion carried and Resolution 19-R-163 was passed and adopted.

RESOLUTION NO. 19- R -164
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DUNN & MAX CONSULTING

WHEREAS the City Council believes that the City should engage a professional consultant to aid in the administration of the City’s Housing and Urban Development (HUD) programs;
WHEREAS the City Council believes that Dunn & Max Consulting possesses a high degree of skill on such matters; WHEREAS the City Council desires to engage Dunn & Max Consulting to provide professional services to the City on such matters;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama that the City Manager is hereby authorized and directed to execute a professional services agreement with the Dunn & Max Consulting in accordance with their response to the City’s RFP for Community Development Consulting Services attached hereto as Exhibit A.

PASSED AND ADOPTED this the 4th day of June, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

By:/s/ Jack Draper, Mayor
By:/s/ Jay W. Jenkins, Council Member
By:/s/ David E. Reddick, Council Member
By:/s/ Benjamin L. Little, Council Member
By:/s/ Millie Harris, Council Member

Mayor Draper made a motion for passage and adoption of Resolution 19-R-164, A Resolution authorizing the City Manager to execute a Professional Services Agreement with Dunn & Max Consulting. The motion was seconded by Council Member Little.

Council Member Reddick made a motion to amend Resolution 19-R-164 to change the length of the contract from 3 years to 1 year. The motion was seconded by Council Member Little and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper. The motion to amend Resolution 19-R-164 carried.

On call of the roll the following vote was recorded: Council Member Jenkins, Reddick, Little, Harris, and Draper. The motion carried and Resolution 19-R-164 was passed and adopted.

RESOLUTION NO. 19-R-165

A RESOLUTION CREATING THE ANNISTON YOUTH ADVISORY COUNCIL FOR THE CITY OF ANNISTON

WHEREAS, the City of Anniston desires to foster involvement of young people in the work of the City; and

WHEREAS, the creation of a Youth Advisory Council is an appropriate means to foster that involvement;

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

Section 1: Youth Advisory Council Created; Purpose: The Anniston Youth Advisory Council is hereby created to serve as an advisory body to the City Council in matters related to the needs of youth in Anniston, and to promote youth involvement in the community.

Section 2: Duties and Responsibilities: The Anniston Youth Advisory Council shall have the following duties and responsibilities:

☑ Foster greater involvement of youth in municipal government affairs. ☑ Study problems, activities, and concerns of youth, especially as they relate to municipal programs or projects of the City of Anniston. ☑
Hold forums on problems, activities and concerns of youth, either alone or in conjunction with other governmental agencies and community organizations, as the Anniston Youth Advisory Council deems desirable. Recommend the implementation of community programs which the Youth Advisory Council deems desirable. Review those municipal matters referred to by the City Council or other City committees and, as appropriate, and make recommendations on those matters. Encourage youth participation in City and Community events. Promote and conduct healthy, safe and fun activities for the youth of Anniston.

Section 3: Members and Officers: The Anniston Youth Advisory Council shall be comprised of a total of eight (8) members. Members shall be in grades 10 and 11 in a local public or private Anniston school at the time of appointment.

From the members who are appointed to the Anniston Youth Advisory Council, one shall be selected annually from among its members to serve in each of the following offices: President, Vice President and Secretary.

The President shall preside at all meetings of the Anniston Youth Advisory Council, and shall provide a quarterly report to the City Council on all activities and recommendations of the Anniston Youth Advisory Council. The Vice President shall serve as Chairperson in the absence of the President or when President is unable to serve in such capacity and other assists the Chair in executing the duties and responsibilities of the Anniston Youth Advisory Council. The Secretary shall preside at all Youth Council meetings, and keep accurate records and minutes of all actions taken by the Youth Council. The Secretary shall prepare the quarterly reports which will be presented by the Chairperson to the City Council.

Section 4: Eligibility; Appointment: Any student attending a school in the City of Anniston who has at least a 2/5 cumulative grade point average is eligible for appointment to the Anniston Youth Advisory Council. Each member of the Youth Council shall maintain at least a 2.5 cumulative grade point average during his or her term on the Youth Advisory Council.

Section 5: Tenure: Each member of the Anniston Youth Advisory Council shall serve a term of two (2) years or until he or she graduates from high school whichever occurs first or is no longer eligible to serve on the Anniston Youth Advisory Council. The Anniston Youth Advisory Council members shall serve without compensation and shall incur no expenses chargeable to the City without prior authorization of the City Council.

Section 6: Quorum; Attendance: A majority of the members of the Anniston Youth Advisory Council then in office shall constitute a quorum for the conduct of business. The Youth Council President shall inform the City Council of any member who fails to attend three meetings in any twelve-month period and the City Council may excuse the absences or replace the Council member in its discretion.

Section 7: Conflicts of Interest: All meetings of the Anniston Youth Council shall be held in compliance with the Open Meetings Act and members of the Youth Council shall conduct themselves consistently with state laws governing potential conflicts of interest.

PASSED AND ADOPTED this the 4th day of June, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA
By:/s/ Jack Draper, Mayor
By:/s/ Jay W. Jenkins, Council Member
By:/s/ David E. Reddick, Council Member
By:/s/ Benjamin L. Little, Council Member
By:/s/ Millie Harris, Council Member

Council Member Jenkins made a motion for passage and adoption of Resolution 19-R-166, A Resolution creating the Anniston Youth Advisory Council for the City of Anniston. The motion was seconded by Council Member Little and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. The motion carried and Resolution 19-R-165 was passed and adopted.

Resolution No. 19-R-166

A Resolution Authorizing Reimbursements to City Officials for Expenses Incurred While Traveling Away From the City

BE IT RESOLVED, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

a. $110.78 to Lee Willis, Inspections, for reimbursement while attending the AAPGMI Conference in Auburn, AL April 2-5, 2019.
b. $114.90 to Justin Hartley, Police, for reimbursement while attending CALEA Conference in Huntsville, AL May 1-3, 2019.
c. $218.83 to Gregg Poole, Fire, for reimbursements while attending the Skills USA Competition in Birmingham, AL April 15-17, 2019.

Passed and adopted this 4th day of June, 2019

City Council of the City of Anniston Alabama

By:/s/ Jack Draper, Mayor
By:/s/ Jay Jenkins, Council Member
By:/s/ David Reddick, Council Member
By:/s/ Benjamin L. Little, Council Member
By:/s/ Millie Harris, Council Member

Mayor Draper made a motion for passage and adoption of Resolution 19-R-166. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Little, Harris, and Draper; nays: none. The motion carried and Resolution 19-R-166 was passed and adopted.

Glen Ray, 3514 Dale Hollow Rd, addressed the Council on Tim Brunson and what the criteria is for people on the boards and that Tim Brunson should be removed from the Police Advisory Board.

Jerry Dansey, 922 W 31st St, addressed the Council on neighborhood dogs.

Reatha Stephens, 2213 Walnut Ave, addressed the Council on mosquitos and tires in her neighborhood.
Richard Jackson, 2317 Noble Street, addressed the Council on civil rights representation in Anniston, AL.

Clay Dorsey, Dorsey Architect Inc., addressed the Council on the new project involving the Civil Rights, Health Institute, and Senior Citizen Facility.

Council Member Harris wanted to remind everyone of the 75th Anniversary of D-day Event at the Berman Museum at 10:30 a.m. and former City Manager, Kent Davis will be speaking.

Council Member Little thanked the Council for the cooperation for a majority of things that took place. He stated that all they want in West Anniston and South Anniston is the opportunity for development and improvement in the community. Thanked the council for supporting Mr. Dorsey and his firm and he sees this as a great opportunity to see Anniston nationally and internationally. We need a building that represents the stature of Dr. Satcher. There is a taxi in the City without a sign and citizens need to know that they are getting in a taxi and those cabs are not supposed to be smoking in those vehicles. He stated that he wants his board appointment.

Council Member Reddick thanked the council for having a conversation and that should always be able to communicate even if they do not agree. He stated that an internet troll said he was untrustworthy because he was biracial. In addition, when that individual was brought up he is not present. He stated that Tim Brunson is an internet troll and trying to find some type of relevancy. He stated that Brunson comes into their community around their children with all the accusations about him.

Council Member Jenkins had no comment.

Mayor Draper announced he is appointing Antoinette English to the civil rights trail enhancement committee and that it is unfortunate to talk about a private citizen and the council gives him the opportunity to come and respond about the accusations against him during informal public comment as well as any private citizen. He stated that he is proud that the City of Anniston and Oxford have been selected as a 2019 National Public Safety Partnership Sight; this will help reduce crime and provide resources to reduce crime. This shows that the Police Department is out there working and that they are partnering with their neighbors.

There being no further business to come before the council at that time Mayor Draper made a motion the meeting be adjourned. The motion was seconded by Council Member Reddick; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Reddick, Little, Harris and Draper nays: none. The motion carried and the meeting was adjourned at approximately 6:58 p.m.
Anniston, Alabama
June 11, 2019

The City Council of the City of Anniston, Alabama, met in Special Session in the Council Chamber of the City of Anniston, Alabama, on Tuesday, June 11, 2019, at approximately 3:02 o’clock p.m.

Steven Folks, Parks and Recreation Director, prayed the Invocation.

Steven Folks, Parks and Recreation Director, led the Pledge of Allegiance to the Flag.

Bruce Downey, City Attorney, was present.

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

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

Mayor Draper made a motion to recess into Executive Session to discuss with counsel the legal ramifications of and legal options for controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated depending on the governing body’s course of action. The motion was seconded by Council Member Jenkins.

Council Member Reddick entered the council chambers at 3:05 p.m.

And on call of the roll, the following vote was recorded: Council Member Jenkins, Harris, and Draper; nays: Council Member Reddick. The motion carried.

Bruce Downey, City Attorney, certifies that the City of Anniston does have a matter to discuss regarding legal ramifications and its legal options for controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated depending on the governing body’s course of action.

The meeting was adjourned into executive session at 3:07 p.m.

Mayor Draper made a motion to reconvene at 3:29 p.m. The motion was seconded by Council Member Reddick and on call of the roll, the following vote was recorded: ayes: Council Member Jenkins, Reddick, Harris, and Draper. The motion carried and the meeting was reconvened.

Mayor Draper made a motion to authorize the Mayor to execute employment separation agreement with Jay Johnson, City Manager. The motion was seconded by Council Member Jenkins.

Council Member Reddick stated that Jay Johnson, City Manager, owed him a public apology and that he had not received it.

Mayor Draper thanked Jay Johnson, City Manager, for his service.

Council Member Harris thanked Jay Johnson, City Manager, for his service and how unfortunate this incident really is. She stated that this was a sad day.
On call of the roll, the following vote was recorded: ayes: Council Member Jenkins, Reddick, Harris, and Draper. The motion carried.

Mayor Draper and Council Member Reddick made a motion to appoint Steven Folks as temporary, acting City Manager pursuant to Alabama Code Section 45-8A-23.057(b). The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Reddick, Harris, and Draper; nays: none. The motion carried and Steven Folks was appointed temporary acting City Manager.

Mayor Draper made a motion to set the salary of Steven Folks, during his period of service as temporary, acting City Manager at a rate of $130,000.00 per year, with all other rights and benefits of said employee to remain the same. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: Council Member Jenkins, Reddick, Harris, and Draper; nays: none. The motion carried.

There being no further business to come before the council at that time Mayor Draper made a motion 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, Reddick, Harris and Draper nays: none. The motion carried and the meeting was adjourned at approximately 3:33 o’clock p.m.
FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: GPS HOSPITALITY HUTS LLC D/B/A PIZZA HUT
DATE: 6/4/2019
CC:

- Formal action is required for Retail Beer (On or Off Premises)
- Located inside the City Limits at 322 Blue Mountain Rd.
- The Police Department provided a background check which showed no criminal activity
Sec. 3.14. Factors to be considered in council's decisions.

In rendering a decision on each application, the city council shall consider, among others, the following factors:

a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.

b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.

c) Location of premises for which the license is sought.

d) The compliance by applicant, each partner, member, officer, member of the board of directors and landlord with the laws of the State of Alabama and ordinances of the city.

Sec. 3.15. Approval or disapproval of application.

No application for a beer or wine license shall be approved unless the city council is satisfied that the statements in the application are true, that the applicant is a person of good repute, and that the applicant has complied with all terms and provisions of this article.
MOTIONS
TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: GPS HOSPITALITY HUTS LLC D/B/A PIZZA HUT
DATE: 6/4/2019
CC: 

- Formal action is required for Retail Beer (On or Off Premises)
- Located inside the City Limits at 322 Blue Mountain Rd.
- The Police Department provided a background check which showed no criminal activity
Sec. 3.14. Factors to be considered in council's decisions.

In rendering a decision on each application, the city council shall consider, among others, the following factors:

a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.
b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.
c) Location of premises for which the license is sought.
d) The compliance by applicant, each partner, member, officer, member of the board of directors and landlord with the laws of the State of Alabama and ordinances of the city.

Sec. 3.15. Approval or disapproval of application.

No application for a beer or wine license shall be approved unless the city council is satisfied that the statements in the application are true, that the applicant is a person of good repute, and that the applicant has complied with all terms and provisions of this article.
CITY OF ANNISTON

FINANCE DEPARTMENT
FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: ROBERT EDWARD CURTIS; THE PARLORMINT
DATE: 6/11/2019
CC:

A public hearing is required before formal action is taken on the Lounge Retail Liquor for Robert Edward Curtis D/B/A The Parlormint.

The business is located in the city limits at 1016 Noble Street.

The Police Department background check showed no criminal history.
ANNISTON CODE
CHAPTER THREE
ALCOHOLIC BEVERAGES
(Liquor)

Sec. 3.5. Factors to be considered in council’s decisions.

(a) In rendering a decision on each application, the city council shall consider, among others, the following factors:

1. The wishes and desires of the residents, real property owners, and businesses within five hundred (500) feet of the property for which a license is sought.

2. Character and reputation of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.

3. The criminal court records or evidence of violation of ABC regulations of the applicant, each partner, member, officer, member of the board of directors, landlord and club manager.

4. Location of premises for which a liquor license is sought and the number of establishments presently holding liquor licenses for lounges, clubs, hotels, restaurants, civic centers, or dinner theaters whose place or places of business are within five hundred (500) feet of the property for which a liquor license is sought.

5. The compliance by applicant, each partner, member, officer, member of the board of directors, landlord, and club manager with the laws of the State of Alabama and ordinances of the city.

6. The proximity of the premises to any churches, schools, day care centers, eleemosynary institutions or places of public gathering.

7. The suitability of the premises to contain noise reasonably anticipated to be generated from the premises.

(b) The city council shall refuse to approve a liquor license for a club when it appears that the operation would ensure to the benefit of individual members, officers, agents, or employees of the club rather than to the benefit of the entire membership of the club.

(Ord. No. 80-O-34, 1; Ord. No. 92-O-2, 2-11-92)
TO: CITY COUNCIL AND CITY MANAGER
FROM: CODY HARRIS, ACCOUNTANT
SUBJECT: SOUTH BEACH VOLLEYBALL AT MCCLELLAN LLC D/B/A SOUTH BEACH VOLLEYBALL AT MCCLELLAN
DATE: 6/12/2015
CC:

Formal action is required for Special Retail – More Than 30 Days

Located inside the City Limits at 100 Symphony Way.

The Police Department provided a background check which showed no criminal activity
ANNISTON CODE
CHAPTER THREE
ALCOHOLIC BEVERAGES
(Beer and Wine/ Non-Profit Tax Exempt/ Special Events)

Sec. 3.14. Factors to be considered in council's decisions.

In rendering a decision on each application, the city council shall consider, among others, the following factors:

a) Character and reputation of the applicant, each partner, member, officer, member of board of directors and landlord.
b) The criminal court records of the applicant, each partner, member, officer, member of board of directors and landlord.
c) Location of premises for which the license is sought.
d) The compliance by applicant, each partner, member, officer, member of the board of directors and landlord with the laws of the State of Alabama and ordinances of the city.

Sec. 3.15. Approval or disapproval of application.

No application for a beer or wine license shall be approved unless the city council is satisfied that the statements in the application are true, that the applicant is a person of good repute, and that the applicant has complied with all terms and provisions of this article.
**FACT SHEET**

**SUBJECT:** Evaluation of bids for demolition of 8 substandard structures.

**FACTS:** Funding from CDBG.

### VENDORS SUBMITTING BIDS

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMTEK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>615 King St.</td>
<td></td>
<td>$15,000.00</td>
</tr>
<tr>
<td>12 Blue Mountain</td>
<td></td>
<td>$13,000.00</td>
</tr>
<tr>
<td>1610 Cobb</td>
<td></td>
<td>$12,500.00</td>
</tr>
<tr>
<td>2105 Clydesdale</td>
<td></td>
<td>$8,000.00</td>
</tr>
<tr>
<td><strong>Total (for all four structures)</strong></td>
<td></td>
<td><strong>$48,500.00</strong></td>
</tr>
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<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
<th>Bid Amount</th>
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<tbody>
<tr>
<td><strong>Teague Hauling and Demolition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1514 Kelly</td>
<td></td>
<td>$8,500.00</td>
</tr>
<tr>
<td>1512 Kelly</td>
<td></td>
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<tr>
<td>2510 Paul</td>
<td></td>
<td>$7,000.00</td>
</tr>
<tr>
<td>616 W. 3rd</td>
<td></td>
<td>$26,000.00</td>
</tr>
<tr>
<td><strong>Total (for all four structures)</strong></td>
<td></td>
<td><strong>$50,000.00</strong></td>
</tr>
</tbody>
</table>

**RECOMMENDATION:** EMTEK was the low bidder on four structures and Teague Hauling and Demolition was the low bidder on four structures. The bid should be split between EMTEK in the amount of $48,500.00 and Teague Hauling in the amount of $50,000.00.
RESOLUTIONS
RESOLUTION NUMBER 19-R—

A RESOLUTION DECLARING A REPORTED CONDITION TO BE A PUBLIC NUISANCE

WHEREAS, Tana Bryant, an Appropriate City Official, pursuant to Section 34.7 and 34.15 of said Ordinance, has reported to the City Council that conditions exist at see attached (Group 2019-02 – Grass/Debris/Vehicles) in Anniston, Alabama that are believed to be a public nuisance; and

WHEREAS, the said City official submitted proof of said condition that was deemed by the City Council to be satisfactory to show that a public nuisance existed at the place specified; and

WHEREAS, Section 34.3 (b) (1), (2), (4) of the City of Anniston Ordinance No. 11-O-9 declares the following conditions to be a public nuisance: overgrown lots, maintenance or storage of motor vehicles that are not in usable condition as defined in Section 34.2 of the Code of Ordinances and debris, motor vehicles and trash; and

RESOLVED THEREFORE, that a public nuisance exists at the above said locations within the City of Anniston, said property being more particularly described on Exhibit “A” to this resolution; and

RESOLVED FURTHER, that the public nuisance must be abated by the City and the cost of abatement charged as a lien against the property if not remedied by the owner(s); and

RESOLVED FURTHER, that a hearing be set before the City Council at its next regular scheduled meeting to hear objections to the City’s actions; and

RESOLVED FURTHER, that at least two NOTICES TO REMOVE PUBLIC NUISANCE be promptly posted by the Appropriate City Official in front of the said property at not more than 100 feet in distance apart as specified in Section 34.16 of the Code of Ordinances; and

RESOLVED FURTHER, that the Appropriate City Official shall post said NOTICE TO REMOVE PUBLIC NUISANCE, as aforesaid, at least 5 days prior to the time for hearing objections by the City Council; and

RESOLVED FURTHER, that the Appropriate City Official shall determine the name and address of the person or entity last assessing said property for tax purposes, and shall further cause a search to be made of the public records, and shall further make a diligent investigation to discover the name(s) and contact information of the owners of every beneficial interest in the said property; and

RESOLVED FURTHER, that the Appropriate City Official shall, at least 5 days prior to the time for a hearing of objections by the City Council, mail a copy of said Notice by certified or registered mail, with postage prepaid and return receipt requested, to the last person/entity assessing the property for taxes and to each owner of a beneficial interest in said property including, without limitation, mortgagees of record.
PASSED AND ADOPTED this the ___ day of ____________, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

BY: ____________________________________
    Jack Draper, Mayor

BY: ____________________________________
    Jay W. Jenkins, Council Member

BY: ____________________________________
    David E. Reddick, Council Member

BY: ____________________________________
    Benjamin L. Little, Council Member

BY: ____________________________________
    Millie Harris, Council Member

ATTEST:

____________________________
Skylar Bass, City Clerk
## Exhibit “A”
### Group 2019-02 Grass, Debris and Vehicles

<table>
<thead>
<tr>
<th>Address</th>
<th>PPIN</th>
<th>Owner</th>
<th>Violation</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 South Leighton Ave</td>
<td>17425</td>
<td>James Collier</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>205 McArthur Dr</td>
<td>25810</td>
<td>Cary Smith</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>208 South Leighton Ave</td>
<td>66066</td>
<td>Shirley Ann Truss</td>
<td>Weeds and Debris</td>
</tr>
<tr>
<td>401 West 22nd Street</td>
<td>25319</td>
<td>James N Tracy III &amp; Monica M</td>
<td>Weeds and Debris- 5 structures on parcel</td>
</tr>
<tr>
<td>509 G Street</td>
<td>63121</td>
<td>Charles &amp; Costella Ware</td>
<td>Weeds and Debris</td>
</tr>
<tr>
<td>606 South Allen Ave</td>
<td>66660</td>
<td>Willie Pearl Bush C/O Cal CO</td>
<td>Weeds and Debris</td>
</tr>
<tr>
<td>604 West 4th St</td>
<td>18433</td>
<td>N R E Management LLC C/O State of Alabama</td>
<td>Red 4 door sedan tag unknown</td>
</tr>
<tr>
<td>1210 Johnston</td>
<td>20801</td>
<td>Willard Griffin</td>
<td>Weeds, debris and inoperable vehicle: silver Chevrolet trailblazer tag THW275</td>
</tr>
<tr>
<td>1426 Glenwood Terrace</td>
<td></td>
<td>Charles &amp; Sarah Madrid C/O FNA Alabama LLC</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>1505 Moore Ave</td>
<td>19089</td>
<td>Elton Fantroy</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>1629 Johnston Dr.</td>
<td>21280</td>
<td>Avery Properties</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>1721 West 11th St</td>
<td>32886</td>
<td>Gladis Hawkins Estate</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>2010 Moore Ave</td>
<td>20122</td>
<td>Brewster Nasheeta C/O State of Alabama</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>2121 Walnut Ave</td>
<td>20216</td>
<td>Akles Tanchira</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>2201 McCoy Ave</td>
<td>25316</td>
<td>James N Tracy III &amp; Monica M</td>
<td>Weeds and Debris</td>
</tr>
<tr>
<td>2206 Cobb Ave</td>
<td>75673</td>
<td>Steed Leroy &amp; Ramel C/O State of Alabama</td>
<td>Black Nissan maxima tag: 11BJ167, Black Lincoln 4-door sedan tag unknown, Champagne Oldsmobile SUV tag unknown</td>
</tr>
<tr>
<td>2208 McCoy Ave</td>
<td>25124</td>
<td>James N Tracy III &amp; Monica M</td>
<td>Weeds and Debris</td>
</tr>
<tr>
<td>2631 McCoy Ave</td>
<td>25770</td>
<td>Burton Dorothy C/O Cook Dorothy</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>2723 McCoy Ave</td>
<td>1475</td>
<td>Haralson James Leon C/O Brooks Kerry</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>2731 McCoy Ave</td>
<td>1476</td>
<td>Brooks Kerry C/O State of Alabama</td>
<td>Weeds and debris</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 19-R-__

AUTHORIZING EXECUTION OF REAL ESTATE EXCHANGE AGREEMENT WITH UNITED STATES ADMINISTRATOR OF GENERAL SERVICES

WHEREAS, the Council has previously approved by resolution the selection by the United States Administrator of General Service ("GSA") of the current City Hall site for the location of the New Anniston, Alabama U.S. Courthouse;

WHEREAS, in doing so, the Council authorized the Mayor and City Manager to negotiate terms and conditions for GSA’s acquisition of the current City Hall site and the City’s acquisition of the Existing Anniston, Alabama U.S. Courthouse for use in the future as City Hall or some other public purpose;

WHEREAS, pursuant to said authority, the Mayor and City Manager have negotiated a Real Estate Exchange Agreement whereby the City and GSA would exchange ownership in their respective properties;

WHEREAS, the Council desires to approve, ratify, and endorse the terms and conditions of the proposed Real Estate Exchange Agreement, attached hereto, between the City and GSA and to further authorize the Mayor to execute the same in the name of the City of Anniston, Alabama;

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

Section 1. The Mayor is authorized and directed to execute a Real Estate Exchange Agreement by and between the City of Anniston and the Administrator of General Services in substantially the same form and content as the agreement attached hereto.

Section 2. The City Manager is authorized and directed to take such actions as are necessary or appropriate to administer and perform the City’s obligations under the executed Real Estate Exchange Agreement or incident thereto.

Section 3. This resolution shall take immediate effect upon its passage and adoption.

PASSED and ADOPTED on this the ___ day of __________, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

___________________________________
Jack Draper, Mayor

___________________________________
Jay W. Jenkins, Council Member
David E. Reddick, Council Member

Ben Little, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk
REAL ESTATE EXCHANGE AGREEMENT

This REAL ESTATE EXCHANGE AGREEMENT (the "Agreement") is entered into as of this______ day of _____________, 2019 (the “Effective Date”), by and between the United States of America, acting by and through the Administrator of General Services and authorized representatives ("GSA" or "Government"), and the City of Anniston, Alabama (the "City"), a municipal corporation duly organized under the laws of the State of Alabama and existing pursuant to its Charter, acting by and through its authorized representatives. GSA and the City are collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, GSA may acquire, by purchase, condemnation, donation, exchange, or otherwise, land or an interest in land the Administrator considers necessary for use as sites, or additions to sites, for public buildings authorized to be constructed or altered in accordance with 40 U.S.C. § 3304(b); and

WHEREAS, the City may acquire property within or without its corporate limits for any City purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, condemnation, or otherwise, and may sell, lease, mortgage, hold, manage, and control such property as its interest may require, all in accordance with Ala.Code 1975 § 45-8A-23.032; and

WHEREAS, the City owns an entire city block - Block 148 - consisting of a 4.017-acre tract of land with appurtenances improved with the Anniston City Hall and associated lots and improvements located at the municipal address of 1128 Gurnee Avenue in the City of Anniston, County of Calhoun, State of Alabama, as more particularly described in Exhibit A and as shown on the survey identified as Exhibit A-1, attached hereto and incorporated herein by reference (the “City Land”); and

WHEREAS, the Government owns a 0.36-acre tract of land with appurtenances improved with a Federal Courthouse with a parking lot located at 1129 Noble Street in the City of Anniston, County of Calhoun, State of Alabama, and more particularly described in Exhibit B and as shown on the survey...
identified as Exhibit B-1, attached hereto and incorporated herein by reference (the “Government Land”); and

WHEREAS, GSA has jurisdiction, custody and control over the Government Land; and

WHEREAS, GSA and the City desire to exchange the Government Land for the City Land and acquire fee simple title to the respective properties; and

WHEREAS, the City agrees that the value of the City Land for purposes of this exchange is $1,300,000.00; and

WHEREAS, GSA agrees that the value of the Government Land for purposes of this exchange is $800,000.00; and

WHEREAS, the City Council of the City of Anniston passed and adopted Resolution No. 18-R-200 on December 18, 2018, authorizing the City to negotiate this exchange.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GSA and the City agree that the above-mentioned Recitals are hereby incorporated by reference into this Agreement and further agree as follows:

1. **EXCHANGE**

   (a) The City agrees to convey fee simple title to the City Land to the United States of America and its assigns in exchange for and in consideration of the conveyance by the United States to the City of fee simple title to the Government Land, subject to the terms and conditions set forth herein (the “Exchange”).

   (b) Because the agreed value of the City Land exceeds the agreed value of the Government Land, GSA will deliver to the City additional consideration equal to the difference between the agreed values of the City Land and the Government Land, which amount is FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) (the “Boot”), and will be paid in immediately available funds at the Government Closing (as hereinafter defined).
(c) Both the City Land and the Government Land (together known as the “Properties” and each individually known as a “Property”) will be conveyed with the following additional property interests:

(i) all strips, gores, rights, and appurtenances pertaining to the Properties, including all privileges, mineral rights, riparian rights, easements, and any right, title and interests of the City and GSA in and to adjacent streams, stream beds, river banks and river beds, and with access to adjacent public streets, alleys and rights-of-way (the “Appurtenances”); and

(ii) all building improvements and related fixtures located on or under construction on the respective Properties, and all other improvements, including all paved parking areas, entrance roads, utility facilities, drainage facilities, landscaping, signs, lighting equipment, and other site improvements (collectively the “Improvements”).

2. CONDITIONS TO CLOSING

Without limiting any other provision of this Agreement, the obligation of the Parties to consummate the transactions contemplated herein is subject to each of the following conditions:

2.01 Federal Conditions Precedent. In addition to any other conditions stated in the Agreement, this Agreement and the obligations of the City and GSA to close the transaction contemplated herein are subject to and conditioned upon the following:

(a) The approval by the Administrator of General Services, or her delegatee, of the Exchange contemplated by this Agreement. The GSA Contracting Officer will not sign this Agreement unless and until the Administrator of General Services approves this Exchange, or her delegatee approves by appropriate delegation authority. GSA will provide the City written evidence of its approval in the form of a letter from the GSA Portfolio Management Division on or before the GSA Closing (hereinafter defined).
(b) The satisfactory completion of the statutory and regulatory processes incident to the acquisition of land by the United States, including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

(c) The approval of the title to the Property to be acquired by the United States by the U.S. Department of Justice or GSA acting pursuant to a delegation of authority to approve title.

(d) The execution of a deed in accordance with the requirements of the Department of Justice’s “Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions (2016).”

2.02 Stakeholder Notice. GSA will approve the Exchange and notify Congress and the Office of Management and Budget of the Exchange prior to execution of the Agreement.

2.03 City Approval. The City must approve the Exchange Agreement by no later than June 17, 2019, as evidenced by Resolution to be attached as Exhibit C.

2.04 Miscellaneous Conditions:

(a) The representations made by each Party herein will be true on and as of the date each Party executes the Agreement, and on and as of the GSA Closing and the City Closing, as defined in section 3 below, as applicable.

(b) Each Party must have performed all obligations and complied with all conditions required by this Agreement to be performed or complied with by each Party on or prior to the GSA Closing and the City Closing, as applicable.

(c) The Properties to be exchanged must not have been adversely affected in any material Casualty (as defined herein), except as agreed pursuant to section 14.03, below.

(d) The transactions to take place at each Closing must not be restrained or prohibited by any injunction or order or judgment rendered by any court or other governmental agency of competent jurisdiction, and no proceeding will be pending in which any creditor of either Party or any other person seeks to restrain such transactions or otherwise to attach any of the Properties to be exchanged.
3. TIME AND LOCATION OF CLOSING

3.01 Closing. Subject to the terms and conditions of this Agreement, the City and GSA will consummate the conveyances of the City Land and the Government Land in two phases: in Phase I, GSA will acquire the City Land (the “GSA Closing”), and in Phase II, the City will acquire the GSA Land (the “City Closing.”)

3.02 Closing Dates. In Phase I, GSA will acquire the City Land on or before August 30, 2019 (the “GSA Closing”). In Phase II, the City will acquire the GSA Land by a date that is within 30 days following the completion and final move-in of the newly constructed United States Courthouse and complete vacation and move-out of the existing United States Courthouse (the “City Closing.”) The Closing Dates may be adjusted by agreement of the Parties.

3.03 Time and Location. The Closings on the Properties will be held in Calhoun County, Alabama, at a place and time mutually agreed upon by the Parties.

4. DEFINITIONS

4.01 “Casualty” means a sudden, unexpected or unusual event, e.g., fire, flood, hurricane, tornado, earthquake, or act of God, but excluding normal wear and tear or progressive deterioration.

4.02 “Environmental Law” means any law, statute, regulation, rule, ordinance, order, criteria, guidance, or guideline at the federal, state or local level, whose purpose is, in whole or in part, the protection of human health and the environment.

4.03 “Hazardous Substances” has the same meaning as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. § 9601 et seq., and the regulations adopted pursuant to that Act. In addition, for purposes of this Agreement, the term “Hazardous Substances” also includes petroleum, including crude oil or a fraction thereof.
4.04 “Recognized Environmental Condition” (“REC”) means the presence or likely presence of any Hazardous Substances or petroleum products in, on or at a Property, and as further defined in the American Society of the International Association of Testing and Materials Standard E1527-13.

4.05 “Liabilities” means any and all damages, penalties, fines, claims, liens, suits, costs (including investigation and response actions), judgments, and expenses (including any attorney’s, consultant’s or expert’s fees and expenses) of every kind and nature.

5. **ITEMS TO BE FURNISHED BY THE CITY**

5.01 Within 10 days after the Effective Date, the City will, at the City's sole cost and expense, deliver to the Government the following items:

(a) A copy of the City’s title insurance policies for the City Land.

(b) Copies of all documents, records, correspondence, and information in the City's possession or control or available to it relevant to the City Land or any activities thereon, including (i) all environmental agency reports and correspondence, and (ii) on-site (or off-site to the extent related in any way to the City Land) generation, treatment, storage, or disposal of Hazardous Substances. The City will have an ongoing obligation to provide to GSA copies of any such additional documentation or information that becomes available to the City, after the Effective Date, within five days after any such documentation or information becomes available to the City.

6. **ITEMS TO BE FURNISHED BY THE GOVERNMENT**

6.01 Within ten 10 days after the Effective Date, GSA will, at GSA’s sole cost and expense, deliver to the City the following items:

Copies of all documents, records, correspondence and information in GSA’s possession or control or available to it relevant to the Government Land or any activities thereon, including (i) all environmental agency reports and correspondence, and (ii) on-site (or off-site to the extent related in any way to the Government Land) generation, treatment, storage, or disposal of Hazardous Substances. GSA will have an
ongoing obligation to provide to the City copies of any such additional documentation or information that becomes available to GSA after the Effective Date, within five days after any such documentation or information becomes available to GSA.

7. **INSPECTION RIGHTS**

7.01. **Entry onto the Property.** Each Party may enter the respective Property it is acquiring before Closing to inspect it, subject to the following:

(a) The Party must give two days’ prior written notice to the other Party.

(b) The Party may not unreasonably interfere with existing operations or occupants of the Property;

(c) The Party must notify the other Party in advance of any plans to conduct tests so that the other Party may be present during the tests;

(d) If the Property is altered because of the inspections, the Party must return the Property to its pre-inspection condition promptly after the alteration occurs;

(e) The Party must deliver to the other Party copies of all inspection reports that it prepares or receives from third-party consultants or contractors within five business days of their preparation or receipt; and

(f) The Party must abide by any other reasonable entry rules imposed by the other Party.

7.02 **Data.** If requested by a Party after giving 10 business days’ prior written notice, each Party will make available to the other Party for inspection during normal business hours, on a mutually agreeable date before the respective Closing date, all books, records, data (including computer data and software in any form), and supporting documents and instruments relating to its Property (the "Data"). The Data will include all information relating to said Property and its operation and maintenance possessed by, in the control of, or available to each Party. Upon either Party’s request, the other Party will promptly provide copies of any or all Data.
8. THE GOVERNMENT’S AND CITY'S CLOSING OBLIGATIONS

The Parties hereto covenant and agree as follows:

(a) Each Party will comply with all Environmental Laws and other legal requirements applicable to its respective Property.

(b) From the Effective Date through each respective Closing Date, the Parties hereto will not enter into any new agreements or extend any existing agreements concerning the City Land and the Government Land without the prior written consent of the other Party. Each Party will cause all such agreements to be terminated at its own expense effective at least 10 days prior to its respective Closing or as the Parties may otherwise agree in writing.

(c) Neither Party will take any action that will affect title to the Property to be exchanged other than to satisfy title objections or to meet the requirements of the title company for issuance of a title policy.

9. GENERAL REPRESENTATIONS OF THE PARTIES

Each Party represents to the other Party that the following are true and correct as of the Effective Date and each of which, as a condition to each Party’s obligation to proceed to closing, must be true and correct at Closing:

(a) The Party is the type of entity specified in the signature block adjacent to its name and is duly organized, validly existing, and in good standing under the laws of the State of Alabama or the United States of America with authority to convey the Property. This Agreement is, and all documents required by it to be executed and delivered at closing will be, duly authorized, executed, and delivered by the Party.

(b) There is no litigation pending or threatened against the Party that might affect the Property or its ability to perform its obligations under this Agreement.

(c) The Party has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or its use of the Property.
(d) The Party has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

(e) The Party has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property.

(f) The Party has not obligated itself to transfer the Property to any party other than as set forth in this Agreement. The Party’s performance of this Agreement will not cause a breach of any other agreement or obligation to which it is a party or to which it is bound.

(g) Any Data to be furnished to the other Party will, to the best of each Party’s knowledge, be true and correct.

(h) On the respective closing date, the Property will be free and clear of all mechanic’s and materialman’s liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic’s, materialman’s, or other liens against the Property other than work or materials to which the Party has given its consent.

(i) The Property has or will have direct access to public streets or highways.

(j) The Party owns legal and equitable fee simple title to its Property to be exchanged and will convey title to the other Party subject only to the permitted exceptions to title listed in Exhibit D, attached hereto and incorporated herein by reference (“Permitted Exceptions”). The Parties acknowledge and agree that Exhibit D will be completed after title information is received by the Parties and before the respective Closing.

(k) Except as disclosed in Exhibit E, attached hereto and incorporated herein by reference, there are no actions, suits or proceedings pending or threatened that affect any portion of the Property to be exchanged, involve the ownership of the Property to be exchanged, or affect the Party’s ability to perform hereunder.
10. **GOVERNMENT'S ENVIRONMENTAL REPRESENTATIONS**

GSA represents to the City that, to the best of GSA's Knowledge, as defined below, GSA has no liability under, and is presently in material compliance with, all Environmental Laws applicable to the Government Land and any operations thereon, and there exist no RECs with respect to the Government Land or any operations thereon. “GSA’s Knowledge” is defined as the actual knowledge of Elizabeth Andrews, GSA Contracting Officer, and the knowledge that she would have reasonably obtained after making due and appropriate inquiry or in the performance of her duties with respect to the particular matter in question.

11. **CITY’S ENVIRONMENTAL REPRESENTATION**

The City represents to GSA that, to the best of the City's Knowledge, as defined below, the City has received no notice of non-compliance of any Environmental Laws applicable to the City Land and any operations thereon, or other similar notice, and there exist no RECs with respect to the City Land or any operations thereon except those identified by GSA in that certain Phase II Environmental Assessment dated April 9, 2018, prepared by O’Brien & Gere. The “City’s Knowledge” is defined as the actual knowledge of Toby Bennington, Director of Planning, City of Anniston, and the knowledge that he would have reasonably obtained after making due and appropriate inquiry or in the performance of his duties with respect to the particular matter in question.

12. **CONDITIONS ON CITY PROPERTY**

12.01 The obligation of GSA to acquire the City Land is conditioned upon the City taking the following actions on the City Land, at its sole expense, prior to the GSA Closing:

(a) Any streets or alleys on or adjoining the City Land must be vacated.

(b) The parcels comprising the City Land will be consolidated into one parcel with a new legal description.

13. **RELOCATION ASSISTANCE**
13.01 Each Party shall be responsible for compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ("Uniform Act") for any persons displaced from its Property.

13.02 In addition to the Boot, GSA will pay the City the sum of TWENTY THOUSAND DOLLARS ($20,000.00) (the “Relocation Payment”) in immediately available funds at the Government Closing to offset the City’s moving and reestablishment expenses related to the City’s relocation from the City Hall Site. The Relocation Payment is a fixed payment by GSA in lieu of payments to the City for its actual moving and related expenses and actual reasonable reestablishment expenses, as provided by 49 C.F.R. § 24.305(d). The City agrees to bear all other costs associated with relocating its activities from the current City Hall Site. GSA shall be responsible for all costs associated with relocating its activities from the current Federal Courthouse.

14. CONDITIONS UNTIL CLOSING; NO RECORDING OF AGREEMENT

14.01 Maintenance and Operation. Until the City Closing, GSA will (a) maintain its Property as it existed on the Effective Date, except for reasonable wear and tear and Casualty damage as set forth below; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property.

14.02 Condition of Government Land at City Closing. GSA will deliver the Government Land at the City Closing in substantially the same condition as it existed at the time of the Government Closing, except for reasonable wear and tear and Casualty damage as set forth below.

14.03 Casualty Damage or Destruction Before Closing. Each Party will notify the other promptly after discovery of any Casualty damage to the Property it owns and, if the Casualty damage to either Property occurs prior to the Government Closing, the owner will have no obligation to repair or replace its Property. The acquiring Party may terminate this Agreement if the Casualty damage that occurs before the Government Closing would materially affect its intended use of the Property, by giving notice to the other Party within 15 days after receipt of the transferring Party’s notice of the Casualty (or before the Government Closing if the notice of Casualty is received less than 15 days before closing). If the acquiring Party does not terminate this Agreement, the Property will be conveyed in its damaged condition.
GSA will promptly notify the City after discovery of any Casualty damage to the Government Land that occurs after the Government Closing but before the City Closing. The Government may in its discretion elect to repair or restore the Government Land prior to the City Closing. In the event that GSA notifies the City that the Government Land will not be repaired or restored to substantially the same condition as it existed at the time of the Government Closing, the City may (i) proceed to the City Closing and take the Government Land in its then existing condition or (ii) elect to terminate this Agreement. In the event of such termination due to Casualty, GSA shall pay the City EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00) in immediately available funds.

14.04 Condemnation. Each Party will notify the other promptly after it receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. A Party may terminate this Agreement if the condemnation would materially affect its intended use of the Property by giving notice to the other Party within fifteen (15) days after receipt of the notice (or before closing if Transferor’s notice is received less than fifteen (15) days before closing). If a Party does not terminate this Agreement, (a) The Parties will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to the Party acquiring the Property in question, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

14.05 No Recording. Neither Party may file or record this Agreement or any memorandum or notice of this Agreement in the real property records of any county. If, however, a Party records this Agreement or a memorandum or notice, the other Party may terminate this Agreement and record a notice of termination. Any such termination terminates both ends of the Exchange.

15. TITLE COMMITMENT

15.01 GSA intends to obtain, at its expense, a current commitment to issue a title policy (the "Title Commitment"), showing the status of title to the City Land it is acquiring, including without limitation all exceptions, easements, restrictions, rights-of-way, and covenants, if any, affecting the City Land, and committing, at or below normal premiums, to issue an ALTA U.S. title policy to GSA at the GSA Closing in the full amount of the value of the City Land. GSA will obtain, at its own expense, any additional title information and commitments it requires for the City Land. The City may obtain at its own expense whatever title insurance and commitments it requires for the Government Land.
15.02 Except for Permitted Exceptions, all title exceptions on the City Land for liens that can be eliminated by payment of a liquidated sum will be eliminated by the City at the City's sole cost and expense before the GSA Closing as may be necessary to cause the exception to be released of record.

15.03 The state of title to the City Land must be approved on behalf of GSA by the GSA Office of Regional Counsel for the Southeast Sunbelt Region and, if GSA elects, by the Land Acquisition Section, Environmental and Natural Resources Division, of the United States Department of Justice. Other than the exceptions provided in section 15.02 above that will be released by the City, GSA will give notice in writing to the City of any additional objections to the state of title or survey of the City Land within 15 days after receipt of a current title commitment (hereinafter, the “Objections”). The City will have the obligation to cure any Objections within 15 days (or such a length of time as the Parties agree) after its receipt of the notice of Objections.

15.04 If the City is unable to cure the Objections within 15 days, the City will give written notice thereof prior to the expiration of said 15 days, and GSA will then have the option, in its sole discretion, (i) to waive the Objections and close this transaction subject to the Objections, with no reduction in value therefor, except for Objections that can be cured by payment of an objectively determinable amount such as a lien or deed of trust, or (ii) to terminate this Agreement, in which latter event this Agreement will be void and neither GSA nor the City will have any further obligations or Liabilities hereunder.

15.05 If the City gives notice of its election not to cure, GSA must give notice to the City within 15 days thereafter whether GSA elects to terminate this Agreement and all obligations of either Party thereunder.

15.06 GSA also may, at its option, exercise the power of eminent domain to cure any title objections that the City is unable to cure and the City will cooperate in that exercise.

16. TITLE TO BE CONVEYED AT CLOSING

16.01 City Land. At the GSA Closing, the City will convey to GSA by general warranty deed good, marketable and enforceable fee simple title to all of the City Land, free and clear of all liens, encumbrances, conditions, easements, and other matters affecting title to the City Land, except for the following:
(a) The Permitted Exceptions. (See Exhibit D), and

(b) Any title and survey objections waived by the Government pursuant to section 15 of this Agreement.

16.02 Government Land. At the City Closing, GSA will convey to the City by quitclaim deed all the right, title and interest it has in the Government Land.

17. TITLE POLICY

17.01 Any title policy required by the City for the Government Land will be obtained by the City at its sole expense. GSA will permit examination of such deeds, abstracts, affidavits of title, and other documents relating to the title to the Government Land as it may have available.

17.02 The ALTA U.S. Title Policy (9-28-92 rev. 12-3-12) required by GSA for the City Land will be obtained by GSA at its sole expense, except for the cost of title exceptions to be cleared by the City. The City will permit examination of such deeds, abstracts, affidavits of title and other documents relating to the title to the City Land as it may have available.

18. CLOSING PROCEDURE

18.01 At the GSA Closing, the City will deliver or cause to be delivered each of the following items to the title company escrow agent mutually agreed to by the City and the Government. (“Escrow Agent”):

(a) A duly executed and acknowledged general warranty deed conveying the City Land, Appurtenances, and Improvements to the Government (the “City Land Deed”);

(b) The City's certification, in form and content reasonably acceptable to GSA, duly executed by the City, confirming that all representations and warranties made by the City in this Agreement are true and correct as of the date of the GSA Closing; and
A signed settlement statement agreed upon by the Parties pursuant to section 19 herein, duly executed by the City.

At the City Closing, GSA will deliver or cause to be delivered each of the following items to the Escrow Agent:

(a) A duly executed and acknowledged quitclaim deed conveying the Government Land, the Appurtenances, and the Improvements on an “as-is,” “where-is” basis, to the City (the “Government Land Deed”);

(b) The Government’s certification with form and content reasonably acceptable to the City, duly executed by GSA, confirming that all representations made by GSA in this Agreement are true and correct as of the date of the City Closing;

(c) A settlement statement agreed upon by the Parties pursuant to section 19 herein, duly executed by GSA.

In each respective closing, the Escrow Agent will record the Government Land Deed or the City Land Deed in the appropriate land records of Calhoun County, Alabama and make all disbursements required by this Agreement or by mutual agreement of the Parties. Upon recording of the documents, the Escrow Agent will deliver to GSA and the City all other closing items received.

The City will submit to GSA a proposed form of the City Land Deed and the City’s certification regarding warranties and representations at least 30 days prior to the GSA Closing. GSA will submit to the City a proposed form of the Government Land Deed, and GSA’s certification regarding representations at least 30 days prior to City Closing. All closing documents must be reasonably satisfactory to the City and GSA.

GSA and the City will deliver at Closing any additional documents and instruments that are (in the reasonable opinion of GSA’s counsel, City's counsel or the applicable title company) necessary to the proper consummation of this transaction.

19. CLOSING COSTS AND PRORATIONS
Each Party will pay for the costs of its respective closing. The Parties believe that both Properties to be exchanged are exempt from taxation. Other charges against the City Land and the Government Land, if any, will be prorated between the City and GSA effective as of the respective closing date based (where possible) on the actual amount of the expenses in question, and will be paid at the respective closing. In the case of any adjustment to be made, at the closing, such adjustment will be set forth on a settlement statement executed by GSA and the City, and any Boot payable pursuant to section 1(b) herein and Relocation Payment pursuant to section 13.02 herein will be reflected on the settlement statement. All prorations will be determined based on a draft settlement statement to be prepared by the Escrow Agent and submitted to the closing attorneys at least three (3) business days prior to closing. All prorations will be based on the respective Party retaining all benefits and burdens of its property through the closing date. After the closing, upon receipt of bills for any item prorated at closing based on an estimate of the bill, an accurate adjustment will be made, based upon the actual bill(s), by cash settlement between the City and GSA.

20. CLAIMS ARISING AFTER CLOSING

The City will be responsible to the extent provided under applicable law for all Liabilities with respect to the City Land existing or accrued through the GSA Closing Date or arising out of any acts or omissions of the City occurring through the GSA Closing Date. GSA will be responsible to the extent provided under applicable law for all Liabilities with respect to the Government Land existing or accrued through the City Closing Date or arising out of any acts or omissions of GSA occurring through the City Closing Date.

21. COVENANT AGAINST CONTINGENT FEES

The City warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this provision, the Government shall have the right to annul this Agreement without liability or in its discretion to deduct from the Boot the full amount of such commission, percentage, brokerage, or contingent fee.
22. DEFAULT BY CITY

If the City fails to timely perform any of its material obligations under this Agreement for any reason other than GSA’s default, or if any of the City's representations and warranties is untrue when made or becomes untrue prior to Closing, and if such default is not cured within 30 days after GSA has given the City written notice of the same, GSA will be entitled to terminate this Agreement and seek damages, except specific performance of this Agreement, and to exercise any other rights or remedies available at law by reason of such failure by the City. The Government's remedies are not exclusive and pursuit of one remedy will not limit any other remedy.

23. DEFAULT BY GOVERNMENT

If GSA fails to timely perform any of its material obligations under this Agreement for any reason other than the City’s default, or if any of GSA’s representations is untrue when made or becomes untrue prior to Closing, and if such default is not cured within 30 days after the City has given GSA written notice of the same, the City will be entitled to terminate this Agreement and the remedy in section 24 below will apply.

24. TERMINATION

If this Agreement is terminated, each Party will promptly return to the other all documents relating to the Property that it has delivered to the other Party and all copies that were made of the documents. After return of the documents and copies, neither Party will have further duties or obligations to the other under this Agreement; except, GSA shall pay the City EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00) in immediately available funds in the event the City terminates this Agreement after the Government Closing but before the City Closing as a result of either Casualty damage to the Government Land (pursuant to Section 14.03) or GSA’s default (pursuant to Section 23). If paid pursuant to termination due to a GSA default, such payment of $800,000.00 shall be the City’s exclusive remedy and shall be in lieu of any other damages, notwithstanding anything to the contrary set forth in this Agreement.

25. ASSIGNMENT OF AGREEMENT
This Agreement is not assignable.

26. **NO ASSUMPTION OF LIABILITIES**

GSA is acquiring only the City Land and will not be deemed a successor of the City, except to the extent GSA expressly assumes, in writing, a specific obligation of the City. The City is acquiring only the Government Land and will not be deemed a successor of GSA, except to the extent the City expressly assumes, in writing, a specific obligation of GSA.

27. **OFFICIALS NOT TO BENEFIT**

No member or delegate to the United States Congress, the Mayor of the City of Anniston, member of the Anniston City Council, or officers or employees of the United States Government or the State of Alabama Government will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder (other than a controlling shareholder) of any publicly held corporation, if this Agreement be for the general benefit of such corporation.

28. **MISCELLANEOUS**

28.01 All of the representations, warranties, covenants, and agreements of the City and representations and agreements by GSA, as well as any rights and benefits of the other Party, will not be merged into the deeds or the Party’s respective closing and will survive the said closing for a period of one year from the respective closing date.

28.02 The covenants and agreements herein contained will extend to and be obligatory upon any successors and assigns of the respective Parties hereto.
28.03 This Agreement embodies the entire agreement between the Parties hereto with respect to the transaction contemplated hereby, and there are no other agreements, representations or warranties between the Parties with respect to the City Land or the Government Land.

28.04 The City and GSA agree that each will, at any time, and from time to time after each closing, upon the request of the other Party hereto, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered all further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances reasonably required for the effective assigning, transferring, granting, conveying, assuring and confirming to the other Party in collecting and reducing to possession, any or all of either or both of the Properties.

28.05 This Agreement, and the rights and obligations of the City and GSA hereunder, will be governed by, and construed and interpreted in accordance with Federal law and not the law of any city or locality; provided that as to all matters involving the common law of title to real property and the common law of grantor and grantee of real property, the law of the State of Alabama will govern to the extent not inconsistent with Federal law.

28.06 This Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts together will constitute one and the same instrument.

28.07 References in this Agreement to "sections" and "subsections" refer to this Agreement unless otherwise indicated. Exhibits referred to in this Agreement are attached hereto and incorporated herein.

28.08 All Notices under this Agreement will be in writing and will be deemed to be delivered on the earlier to occur of (i) the date of actual receipt of the Notice (regardless of how it is delivered), and (ii) whether or not actually received, three days after the Notice has been deposited in the United States Mail, postage paid, registered or certified mail, return receipt requested, addressed to the City or GSA, as the case may be, provided the Notices are also sent by electronic mail, at the addresses set forth below.

28. EXAMINATION OF RECORDS

The City agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have
access to and the right to examine any directly pertinent books, documents, papers, and records of the City involving transactions related to this Agreement.

29. ADDRESS FOR NOTICES

If to: CITY OF Anniston If to: GSA

Attn: Jay Johnson Attn: Elizabeth Andrews
City Manager Contracting Officer

Anniston, AL Atlanta, GA 30303
email: jjohnson@annistonal.gov email: Elizabeth.Andrews@gsa.gov

With copy to:

Attn: Bruce J. Downey IV, Esq. Attn: Sandra Balmer, Esq.
The Downey Law Firm, LLC General Services Administration
801 Noble Street, Suite 1005 Office of General Counsel (LD4)
Anniston, AL 36201 77 Forsyth Street, Suite 600
email: bjd@downey-lawfirm.com Atlanta, GA 30303
email: Sandra.Balmer@gsa.gov

30. EFFECTIVE DATE.

The date this Agreement is signed by the last Party to sign it (as indicated by the date below that Party’s signature) will be deemed to be the Effective Date of this Agreement.

[The remainder of this page is intentionally left blank.]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF ANNISTON,  
ALABAMA  
A municipal corporation

By: ___________________________  
Its: ____________________________  
Date: ____________________________

THE UNITED STATES OF AMERICA,  
Acting by and through the Administrator of  
General Services and authorized representatives

By: ___________________________  
Its: ____________________________  
Date: ____________________________
EXHIBIT A: CITY LAND

Legal Description
EXHIBIT B: GOVERNMENT LAND

Legal Description
EXHIBIT C

City Council Resolution
EXHIBIT D: PERMITTED EXCEPTIONS TO TITLE
EXHIBIT E: PENDING ACTIONS, SUITS, OR PROCEEDINGS
ORDINANCE NUMBER 19-O-____

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 15, MOTOR VEHICLES AND TRAFFIC, SECTION 15.17 TRUCK ROUTES; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Anniston, Alabama previously adopted an Ordinance establishing regulations for the operation of trucks on city roadways; and

WHEREAS, it is now deemed in the public interest to amend the City Code, Section 15.17;

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

Section 1. That the City Code, Section 15.17(a) be and the same is hereby amended to add the following sentence:

“Vehicles owned by the City of Anniston, or operated under contract for the City, are exempt from the provisions of this Ordinance, including emergency public service vehicles, public works, or public utility vehicles. Also exempt are State, County and Federal vehicles, including military vehicles.”

Section 2. That Section 15.17(b) be amended by adding the following:

“Veteran’s Parkway (Eastern By-Pass).”

Section 3. That Section 15.17(c) be amended by adding a new provision:

“It shall be unlawful for any vehicle transporting hazardous materials or substances, as defined in the Fire Code and under State Law, to occupy or travel any streets of the City of Anniston, except for those streets designated as truck routes in Section 15.17(b), and except where reasonably necessary to enable the driver to make expeditious delivery of such materials or substances and only while engaged in such delivery.”

Section 4. That this ordinance shall become effective on __________, 2019 following its passage and adoption and its publication one (1) time in the newspaper of general circulation.

PASSED AND ADOPTED this the ____ day of ______________., 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

______________________________
Jack Draper, Mayor
ORDINANCE NO. 19-O-__

AMENDING CHAPTER 31, ARTICLE III OF THE CODE OF THE CITY OF ANNISTON, ALABAMA, 1981 GOVERNING AMBULANCE SERVICES

WHEREAS, the Council deems that it is in the public interest to revise the laws governing ambulance services within the City of Anniston to specify that an “emergency call,” as defined by Section 31.40 of The Code of the City of Anniston, Alabama, 1981 (the “Code”), includes those ambulance calls for the transportation of a patient to an urgent care clinic, hospital emergency room, or any other area of the hospital that will provide immediate care to the patient;

WHEREAS, the Council further desires to revise the regulations for EMS ambulance service operators governing the required emergency response times, as established by Section 31.45(e)(2) of the Code, to distinguish between the standard required for Advanced Life Support emergency responses and Basic Life Support emergency responses;

WHEREAS, the Council also desires to reiterate that ambulance service operators licensed to provide only nonemergency transports, in accordance with Section 31.47 of the Code, are prohibited from providing emergency transports and to establish that the violation of this prohibition shall provide grounds for a one year suspension of an ambulance service operator’s license to provide nonemergency transports within the City;

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

Section 1. Chapter 31, Article III, Section 31.40 of “The Code of the City of Anniston, Alabama, 1981” is hereby amended and restated in its entirety as follows:

Sec. 31.40 – Definitions.

(a) The following words when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates to them in this section a different meaning. When not inconsistent with the context, words in the singular number include the plural number, and the masculine shall include the feminine and neuter.

(1) Advanced EMT. Any person eighteen (18) years of age or older who has successfully completed the advanced emergency medical technician course of instruction and has been granted a current, valid license by the state board of health. Such persons are generally authorized by the state to provide invasive prehospital care such as starting intravenous fluids, placement of an advanced airway or other such similar procedures.

(2) Advanced life support (ALS). The treatment of potentially life-threatening medical emergencies through the use of invasive medical techniques which ordinarily would be performed or provided by physicians, but which may be performed by advanced level emergency medical technicians (EMTs).
Ambulance. A motor vehicle licensed by the Alabama State Board of Health and meeting all requirements of section 22-18-1, et seq., Code of Alabama, 1975, as amended, and specifically designed for, equipped or used as an emergency vehicle for the purpose of transporting persons who are wounded, injured, ill or sick, and shall include, but is not limited to, emergency vehicles used for such purposes.

Ambulance call. The act of calling for an ambulance through mechanical or other means for the purpose of transporting any patient to or from a medical care facility.

a. Emergency call. An ambulance call for service in which it is believed that the illness, injury or disability requires immediate medical services wherein delay of the receipt of such services may endanger personal health or safety. Emergency call also includes an ambulance call for transportation of a patient to an urgent care clinic, hospital emergency room or any other area of the hospital that will provide immediate care to the patient.

b. Nonemergency call. An ambulance call for transportation to or from a medical facility or medical provider that does not involve the need for immediate medical services.

Ambulance driver. Any person who successfully completes an emergency vehicle operations course or its equivalent and has been granted any and all applicable current, valid licenses by the state board of health, the state department of motor vehicles or any other state or federal regulatory agencies. An ambulance driver shall also be minimally licensed by the state board of health as an emergency medical responder.

Ambulance service operator. Any individual, partnership, corporation or other legal or business entity operating ambulances for hire within the city. Each service must be an independent entity from any and all other existing services operating within the city and must have distinct and separate employees, bank accounts, and vehicles from any and all existing services.

Basic life support (BLS). A level of pre-hospital care involving noninvasive life support measures.

City. All areas within the corporate limits and police jurisdiction in Anniston, Alabama.

City council. The elected governing body of the city.

East Alabama EMS. The regional EMS agency designated by the state board of health to serve as a resource agency for EMS providers and any other EMS related organizations in the eastern portion of the state.

Emergency medical responder (EMR). Any person eighteen (18) years or older who has successfully completed the emergency medical responder course of instruction, or its equivalent, as approved by the board or its designee, who has passed the state approved
EMSP certification exam, and who has been granted a current, valid EMSP license by the state board of health.

(12) **EMS ambulance service operator.** An ambulance service operator that has been granted all licenses and permits required by this article to provide emergency medical services and emergency transports within the corporate limits of the city.

(13) **Emergency medical services (EMS).** A system of coordinated prehospital emergency aid and medical assistance from primary response to definitive care, involving personnel trained in the rescue, stabilization, transportation, and treatment of sick or injured persons.

(14) **Emergency medical technician (EMT).** Any person eighteen (18) years of age or older who has successfully completed the applicable emergency medical technician course of instruction and has been granted a current, valid license by the state board of health.

(15) **Emergency transport.** The transportation of a patient by an ambulance service operator in response to an ambulance call in which it is believed that the illness, injury or disability requires immediate medical services wherein delay of the receipt of such services may endanger personal health or safety. Responses to such calls shall be made with the use of all warning devices and lights as deemed necessary by the senior EMT/Paramedic for optional patient care.

(16) **Hospital.** A facility licensed as a hospital by the state board of health and located within the corporate limits of the City of Anniston.

(17) **Intermediate EMT.** Any person eighteen (18) years of age or older who has successfully completed the intermediate emergency medical technician course of instruction and been granted a current, valid license by the state board of health. Such persons are generally authorized by the state to provide invasive prehospital care such as starting intravenous fluids, monitoring cardiac rhythms, performing defibrillation and intubation or other such similar procedures.

(18) **Nonemergency transport.** The transportation of a patient by an ambulance service operator to or from a medical facility or provider that does not involve the need for immediate medical services. Such transports shall not use or require the use of emergency warning devices. Such calls include, but are not limited to interhospital transfers, discharges to home, visits to physician offices and the transport of deceased patients.

(19) **Paramedic.** Any person eighteen (18) years of age or older who has successfully completed the paramedic course of instruction and been granted a current valid license by the state board of health. Such persons are generally authorized by the state to provide invasive prehospital care such as starting intravenous fluids, monitoring cardiac rhythms, performing defibrillation and intubation, administering pharmacological interventions or other such similar procedures.
(20) **Patient.** An individual who is wounded, injured, ill or sick, otherwise incapacitated, helpless or unable to transport themselves to receive medical treatment or individuals who call or request the services of an ambulance service.

(21) **State board of health.** That body created by Section 22-2-1, et seq., Code of Alabama, 1975, as amended, otherwise known as the Alabama State Board of Health or the Alabama Department of Public Health.

Section 2. Chapter 31, Article III, Section 31.45, Subsection (e)(2) of “The Code of the City of Anniston, Alabama, 1981” is hereby amended and restated in its entirety as follows:

**Sec. 31.45 – Regulations for EMS ambulance service operators.**

* * *

(e) **Emergency response.**

* * *

(2) **Response times.**

a. **Advanced Life Support.** Each EMS ambulance service operator must arrive within eight (8) minutes of an emergency call located within the corporate limits and within ten (10) minutes of an emergency call located within the police jurisdiction on at least ninety percent (90%) percent of all Advanced Life Support (ALS) emergency responses.

b. **Basic Life Support.** Each EMS ambulance service operator must arrive within ten (10) minutes of an emergency call located within the corporate limits and within twelve (12) minutes of an emergency call located within the police jurisdiction on at least ninety percent (90%) percent of all Basic Life Support (BLS) emergency responses.

c. **Determination of response times.** The response time measurement shall utilize the "fractile" performance measure in which all applicable response times are "stacked" in ascending length, and the total number of calls generating a response within the city is calculated as a percentage of the total number of calls. Thus, where the ninetieth percentile response time is standard only ten (10) percent of the total calls received may have a longer response time. The response times mandated by this article shall not apply to mutual aid certificate holders; provided however, upon receiving a call for providing service under mutual aid agreement, a mutual aid certificate holder must assess its availability and provide the entity requesting emergency service an anticipated arrival time. The anticipated arrival times provided by mutual aid certificate holders must correspond with actual arrival times in ninety (90) percent of all emergency responses it provides under a mutual aid agreement.
Section 3. Chapter 31, Article III, Section 31.47, Subsections (b) and (d) of “The Code of the City of Anniston, Alabama, 1981” are hereby amended and restated in their entirety as follows:

Sec. 31.47 – Nonemergency ambulance services.

* * *

(b) **Licensed required.** Unless otherwise provided in this article, all ambulance service operators providing nonemergency transports shall be assessed a license fee as set forth in the license schedules authorized by city's business licenses and privilege taxes ordinance and is subject to adjustment as allowed by said ordinance or other law. Ambulance service operators licensed by the city to provide nonemergency transports shall maintain a log of all transports within the city and make all transport records available to the CQI and/or the city upon request. Ambulance service operators licensed by the city to provide nonemergency transports, only, shall not provide emergency transports, except pursuant to a mutual aid agreement authorized by Section 31.45(a)(6) or the emergency exception permitted by Section 31.41(f).

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(d) **Violations; penalties for noncompliance.** Any complaint that an ambulance service operator is operating on the streets of the city in violation of any provision of this article shall be made in writing to the city manager, who shall refer the matter to the city prosecutor for investigation and prosecution where warranted. Any ambulance service operator found guilty of violating any provision of this article shall be subject to a five hundred-dollar ($500.00) fine per violation. Additionally, any ambulance service operator that commits three violations of the prohibition against providing emergency transports within any six-month period shall be subject to up a one year suspension of the ambulance service operator’s license to provide nonemergency transports. The city manager may also direct the city attorney to pursue equitable remedies to enforce compliance with the provisions of this article.

Section 4. This Ordinance shall become effective immediately upon its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama, and the City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

PASSED and ADOPTED this ___ day of ________________, 2019.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

____________________________
Jack Draper, Mayor
Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Ben Little, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk