




City of Anniston

P.O. Box 2168
Anniston, AL 36202

February 28, 2020

To Whom it May Concern:

This is a notice to acknowledge that the attached Ordinance 20-O-3, Granting a Franchise to Spire Alabama Inc. its Successors and Assigns, in the City of Anniston, Alabama, shall be effective in the police jurisdiction within the City of Anniston, Alabama adopted by the City Council of Anniston, Alabama on February 18, 2020. This notice is also to acknowledge publication of said ordinance on February 26, 2020. Per Code of Alabama §11-40-10 in the City of Anniston requests that this ordinance be posted on the Atlas Alabama state website.

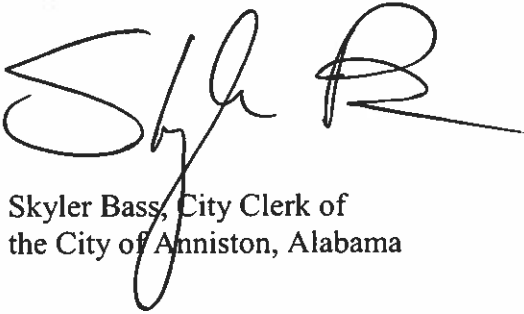


Skyler Bass
City Clerk

STATE OF ALABAMA
CALHOUN COUNTY

I, Skyler Bass, hereby certify that I am the City Clerk of the City of Anniston, Alabama, and am
The custodian and legal keeper of the minutes of the meetings of the governing body of the
City of Anniston, Alabama, and of all ordinances and resolutions adopted by said governing
body; that the attached ordinance is a true and correct copy of an ordinance adopted by the
governing body of the City of Anniston, Alabama on the 18th day of February, 2020.

Witness my hand and the seal of the City of Anniston, Alabama, this the 28th day of February,
2020.

A handwritten signature in black ink, appearing to read 'Skyler Bass', with a large, stylized initial 'S' and 'B'.

Skyler Bass, City Clerk of
the City of Anniston, Alabama

ORDINANCE NO. 20-O- 3

GRANTING A FRANCHISE TO SPIRE ALABAMA INC. ITS SUCCESSORS AND ASSIGNS, IN THE CITY OF ANNISTON, ALABAMA

BE IT ORDAINED by the Mayor and the City Council of the City of Anniston, Alabama, as follows:

Section 1. In consideration of the benefits to accrue to said City of Anniston, Alabama, (hereinafter called the "City") and the inhabitants thereof, Spire Alabama Inc., its successors and assigns (hereinafter called the "Company"), is hereby given, granted and vested with the rights, authority, privileges and franchises hereinafter set forth.

Section 2. The Company is hereby given, granted and vested with the right, authority, easement, privilege and franchise to construct, own, maintain, operate, extend and enlarge in the City a plant or system for the manufacture, transmission, distribution and sale of gas for all purposes whatsoever in and through the City; and the consent of the City acting through the Mayor and the City Council, who are the proper authorities of the City is hereby given to the Company to use the streets, avenues, alleys, ways, bridges and public places in said City for any and all of the purposes referred to in this Ordinance.

Section 3. The Company is hereby granted and vested with the right, privilege and franchise to construct, erect, lay, install, renew, repair, maintain, operate, use and extend at any time, without the formality of a permit and without paying any fee therefor, its mains, conduits, appliances, appurtenances and fixtures under, along and across any street, avenue, alley, bridge, viaduct, underpass, or public place in the City. The City will not vacate any public right-of-way containing any Company facilities without first advising the Company of its intention to vacate the right-of-way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain its facilities in the right-of-way.

Section 4. The said mains, pipes, conduits, appliances, appurtenances and fixtures shall be so laid, set or constructed as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges, viaducts, underpasses, and public places in the City, and to that end the Company shall abide by all lawful and reasonable ordinances and resolutions that have been or may be duly adopted by the governing body of the City.

Section 5. Whenever the Company shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, viaducts, underpasses, or public places of the City for the purpose of laying, setting, maintaining, operating or repairing any mains, pipes, conduits, appliances, appurtenances or fixtures, the work shall be completed within a reasonable time and the Company shall, upon the completion of such work, restore such portion of the streets, avenues, alleys, ways, bridges or public places to as good a condition as is reasonably practicable as it was before the opening or alteration was made.

Section 6. The Company shall hold the City harmless from any and all liability or damages resulting from the negligence of the Company in the construction and maintenance of said mains, pipes, conduits, appliances, appurtenances and fixtures.

Section 7. The Company shall have the power and authority, subject to the supervision of the Alabama Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Alabama Public Service Commission to supervise and regulate public utilities in the State of Alabama, to make, adopt and enforce rates, rules and regulations for the furnishing of gas and for the reasonable operation of its plant and system and shall have the right at all reasonable hours to have access to its gas pipes and the meters of any consumer for the purpose of making repairs and other proper purposes.

Section 8. Neither acceptance of, nor compliance with, the provisions of this ordinance shall in any wise impair or affect, or constitute or be construed as a relinquishment or waiver of, any right, permission or authority which Spire, its successors or assigns, may have independently of this ordinance; nor shall any use by Spire, its successors or assigns, of public property or places in the City of Anniston, as authorized by this ordinance or service rendered by Spire, its successors or assigns, in said City, be treated as use solely of the rights, permission and authority provided for by this ordinance or as service referable solely to this ordinance or to any obligation of service consequent upon acceptance thereof or as in any wise indicating non-use of, non-compliance with, any obligation incident to, any right, permission or authority vested in Spire, its successors or assigns, independently of this ordinance; and the acceptance provided for in Section 13 of this ordinance, and each and every compliance with the provisions of this ordinance or with any obligation arising from acceptance thereof, shall be subject to, and conditioned by, the provisions of this Section 8, with the same force and effect as though each of the provisions of this section were expressly incorporated in such acceptance and expressly declared by the acceptor, its successors or assigns, at and prior to the time of such compliance by it, as conditions of such compliance.

Section 9. All ordinances and parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

Section 10. The duration of this franchise shall be for a period of ten (10) years from the date of its adoption by the Mayor and the City Council.

Section 11. As a condition to the continued existence of the franchise herein granted and as compensation or consideration for the granting thereof, the Company agrees by its acceptance hereof that it will pay to the City, in addition to all taxes now or hereafter required by law to be paid, a franchise fee of two percent (2%) of gross gas sales revenues received by the Company from the sale and delivery of gas during the preceding calendar year to customers within the corporate limits and police jurisdiction (so long as the City is providing services in the police jurisdiction) of the City, except for gas which is sold within the corporate limits of another municipality which has granted the Company a franchise.

Section 12. This Ordinance shall be published in accordance with the applicable provisions of Section 11-45-8 of the Code of Alabama (1975). Such publication shall be done by the City Clerk of the City and thereafter the City Clerk shall enter upon the minutes of the City, immediately after the place where this Ordinance is recorded, a certificate setting forth that such Ordinance was published in accordance with the terms hereof and the laws of the State of Alabama. The expense of such publication shall be paid by the Company.

Section 13. Upon filing by the Company with the Clerk of the City of a written acceptance of this Ordinance and of the franchise granted hereby, this Ordinance shall constitute a contract between the City and the Company and their respective successors and assigns.

Section 14. The enactment of this franchise in the manner hereinabove provided shall have the effect of terminating any other franchise heretofore granted by the City and then held by the Company covering the distribution of gas in the City and territory contiguous thereto.

Section 15. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

PASSED, ADOPTED AND APPROVED this 18th day of February, 2020.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

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

ATTEST:
Skyler Bass, City Clerk



COVID-19

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Among the victims of the virus were some passengers of the Diamond Princess, a cruise ship operating in Asia, where Americans were among the passengers quarantined on board. The U.S. State Department brought many of those Americans to the U.S. last week for quarantine on Air Force bases in California and Texas. The patients set for transport to Anniston would have been people on those bases who tested positive for coronavirus, but showed no symptoms or only mild symptoms.

'Boneheaded'

The move drew backlash from local officials in part because no one allowed the Calhoun County Commission about the plan before it was announced to the public around noon Saturday. Within 24 hours, four local city councils and the County Commission had met in were planning to meet to begin legal action to block the patient transfer.

"We are simply not prepared to help our fellow citizens, at this time, who have been diagnosed with this disease," Anniston Mayor Jack Draper said at a later press conference.

The Center for Domestic Preparedness, where the patients were to be housed, is a Homeland Security training center where first responders learn how to deal with disasters, including infectious disease outbreaks. Local officials argued that the CDC is set up for training, not for treatment.

On Sunday, Health and Human Services backed away from the Anniston plan. Members of the local congressional delegation said they'd called President Donald Trump about the plan — a plan the president reportedly opposed. U.S. Rep. Mike Rogers, R-Saks, said it was likely someone would be fired for announcing the plan on a Saturday, without contacting local officials.

It was a boneheaded decision to bring them to Anniston, Rogers said. The coronavirus scare drew standing-room-only crowds to local government meetings, and it sparked soul-searching arguments among local residents. Did Anniston have a duty to help treat fellow citizens, or

was the community's first concern the health of its own residents? Is the city — once home to a huge Army chemical weapons stockpile — being treated like a federal dumping ground, or was disaster response a job the city took on when it welcomed the Center for Domestic Preparedness to town?

"This is not fair," said Anniston resident Yvonne Gomez, who spoke to reporters after a Sunday council meeting. "This is our lives versus their lives."

Rumor control

A council members deliberated rumors spread through the community faster than any virus.

No, officials said, no coronavirus patients were actually brought to Anniston during the debate. Yes, a military cargo plane was spotted over the city Friday. Health and Human Services officials on Saturday said the aircraft was en route to the CVR1118 plan.

Much of that scuttlebutt subsided after the federal government canceled its plan to quarantine in Anniston. Local officials held a press conference Monday to underscore the fact that the plan was indeed canceled and to explain what they knew of how the plan came about.

"I do not expect us to be looked at again for this mission," Marsh said.

But even as local officials declared victory, COVID-19 loomed over the community in other ways. The Dow declined Monday and Tuesday on fears that the disease and associated quarantine would hurt economic growth. World Health Organization officials on Monday said the illness was "not yet" a pandemic and the White House sought \$2.5 billion in emergency funds from Congress to prepare for a potential future outbreak in the U.S.

Local officials said the weekend scene showed them Anniston and surrounding cities may not be prepared to handle the virus. It shows how up to the local population in the future.

Draper, the Anniston mayor, said the city would be coming weeks develop a coronavirus plan — work that began shortly after the Saturday announcement by HHS. Staff writers Mia Korright, Tim Inokete and Ben Nunnally contributed reporting for this story.

TASK FORCE

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Federal health agencies announced Saturday a plan to house people who tested positive for COVID-19, a strain of coronavirus originating from China late last year. In difficulties at the Center for Disease Prevention in Anniston. The announcement included few details, such as how many patients would arrive and how long they would be quarantined. Members of the state's congressional delegation announced Sunday afternoon that the plan had been canceled after local officials threatened legal action, saying the area wasn't prepared to take in the patients.

"Urgency wasn't upon us before, but it is now," Barton said Monday.

The task force will have five priorities, he explained.

— The creation of a county-wide plan for managing infectious diseases.

— Setting up lines of communication to share information among agencies.

— Acquiring hands-on training for first responders and health care workers, potentially through GDP programs.

— Creating personal protective equipment standards across county safety organizations, ensuring consistency.

— Improving public awareness by providing information that can be shared uniformly by various safety agencies.

The task force includes five departments in Anniston, Oxford and Jacksonville, Anniston's Regional Medical Center, the county Department of Public Health, emergency medical service

providers in the county, Jacksonville State University and the Center for Domestic Preparedness.

"As we know, this was a public relations nightmare for the way it was put out," Gary Sparks, Oxford Fire chief, said of the scrapped plan to bring patients to the GDP. "Any time that you don't communicate well and put the story out there, somebody is going to make the story up."

Calhoun County residents feared they would become infected with COVID-19 during the two days Anniston was expected to serve as host for evacuees from the Diamond Princess, a cruise ship docked in Japan that held several hundred American passengers, some of whom tested positive for the virus.

Barton explained that equipment can be made consistent across agencies, ensuring that an inadequate response to an infectious disease incident is consistently available.

"We're going to go through a lot of PPE, and we need to know who else has those things, how we can obtain it locally, when to go to vendors and how to stock up on them," Barton said.

Equipment includes full-face masks with air canisters, examination gloves, infectious-disease-resistant suits or gowns, and eye protection.

Sparks said his firefighters inspected their hazmat trailer today and learned that much of their equipment had expired, though it was brand new and unused. Infectious disease calls aren't common here, he said. Respirators have already been on-hand.

"In the meantime, we need to do some planning," Sparks said.



Dormitories at the Center for Domestic Preparedness in Anniston, where the federal government had briefly planned to host coronavirus evacuees.

TUTOR

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— categorical response to the HHS's Mr. Cloran plan may create. Last Friday, officials in Coosa Mesa, Calif., went before a judge to stop the HHS from transferring patients to their city. This weekend it was Anniston's turn. Its roadblock arranged not by the courts but by Rogers' appeal to the president and the lack of support of the county's elected officials.

Kathie Foley, Coosa Mesa's mayor, told The New York Times that "we're a compassionate community, but we are not going to continue to be the place where everybody drops off their crises and expects us to correct it."

Someone on Monday asked Rogers, a former Calhoun County commissioner. If he was concerned that Alabama's explicit effort to block the patients' arrival painted our state in an unfavorable light, as a state of unaring isolationists. He could have blinched at such a pointed question, but he didn't.

"I don't want to send a message that people who are ill are not wanted here," he said. "We're compassionate people, we're patriotic people. Keep in mind, these are American citizens, and I want them to be treated the way I would want to be treated if I were in

their situation."

Which strikes at this contradiction's heart. This is Alabama, the buckle of the Bible Belt, a state plastered with Christian churches and evangelical beliefs. And still it built a figurative wall around the GDP.

"I'm not inflexible," said Weaver Mayor Wayne Willis, "but I have to be a voice for the people who put me in office."

Why was that the right choice? Because of the aforementioned HHS bungling and because the GDP — a "world-class facility," Rogers said — is designed to train first-responders for mass-casualty events, not to quarantine people with infectious diseases. Those are distinctly divergent missions.

Curious it will be if national critics of Alabama's sharp response see it that way.

"They have to understand the bigger picture," said Tim Hodges, the Calhoun County Commission chairman. "We're not saying that's not the case. I'm saying from a county perspective, we just want everybody to be prepared."

On an Anniston Mayor Jack Draper explained, "It's in the best interests of those Americans who have contracted this virus to not come here. It's in their best interest to be located in a facility

designed to help them and in a community that's prepared to take on any emergencies that may arise from that care."

Anniston has been through so much the last few decades — the burning of its chemical-weapons stockpile, the cleanup of unexploded ordnance at its former Army post, the remediation of environmental pollution in its western neighborhoods — and it still stands, though weakly at times. Housing spring coronavirus patients for a short period at McCallum wouldn't have birthed an automatic catastrophe.

Nonetheless, it was a terrible idea. And that's Draper's point — these Americans deserve better. Calhoun County was excluded from the spare-plan's suite-of-the-moment details, and the housing and care it could provide wasn't ideal.

It that weren't the case — if, for instance, the GDP included dedicated facilities and personnel for housing infected patients — "I don't think there would have been any resistance to it," Willis said.

I would hope that's true: that our state and our community would espouse the humane spirit of aiding the sick and needy. Compassion should never be out of fashion.

Email: jstature@annistonstar.com

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Section 6. The Company shall hold the City harmless from any and all liability or damages resulting from the negligence of the Company in the construction and maintenance of said mains, pipes, conduits, appliances, appurtenances and fixtures.

Section 7. The Company shall have the power and authority, subject to the supervision of the Alabama Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Alabama Public Service Commission to supervise and regulate public utilities in the State of Alabama. To make, adopt and enforce rules, regulations and ordinances for the furnishing of gas and for the reasonable operation of its plant and system and shall have the right at all reasonable hours to have access to its gas pipes and the meters if any consumer for the purpose of making repairs and other proper purposes.

Section 8. Neither acceptance of nor compliance with the provisions of this ordinance shall in any wise appear or effect, if compliance is to be construed as a relinquishment or waiver of any right, permission or authority which Spire, its successors or assigns, may have independently of this ordinance, nor shall any use by Spire, its successors or assigns, of public property or places in the City of Anniston as authorized by this ordinance or service rendered by Spire, its successors or assigns, in said City, be treated as an exercise of the rights, permission and authority provided for by this ordinance or as service rendered solely to this ordinance or as any obligation of service consequent upon acceptance thereof or as an implied or inferred non-use of non-compliance with any obligation incident to, any right, permission or authority vested in Spire, its successors or assigns independently of this ordinance, and the acceptance provided for in Section 13 of this ordinance, and each and every compliance with the provisions of this ordinance or with any obligation arising from acceptance thereof, shall be subject to and conditioned by the provisions of this Section 8 with the same force and effect as though such of the provisions of this section were expressly incorporated in such acceptance and expressly declared by the acceptor, its successors or assigns, at and prior to the time of such compliance by it as conditions of such compliance.

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Section 12. This Ordinance shall be published in accordance with the applicable provisions of Section 11-45-0 of the Code of Alabama (1975). Such publication shall be done by the City Clerk of the City and thereafter the City Clerk shall enter upon the minutes of the City immediately after the place where this Ordinance is recorded a certificate setting forth that such Ordinance was published in accordance with the terms hereof and the laws of the State of Alabama. The expense of such publication shall be paid by the Company.

Section 13. Upon filing by the Company with the Clerk of the City of its written acceptance of this Ordinance and of the franchise granted hereby, this Ordinance shall constitute a contract between the City and the Company and their respective successors and assigns.

Section 14. The enactment of this franchise in the manner hereinabove provided shall have the effect of terminating any other franchise heretofore granted by the City and then held by the Company covering the distribution of gas in the City and territory contiguous thereto.

Section 15. If any provision of this ordinance or the application of such provision to particular circumstances shall be held invalid, the remainder of this ordinance or the application of such provision to circumstances other than those as to which it is held invalid shall not be affected thereby.

PASSED, ADOPTED AND APPROVED this 18th day of February, 2020.

CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

Jack Draper, Mayor
Jay W. Jenkins, Council Member
David E. Beckler, Council Member
Benjamin L. Little, Council Member
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ATTEST:
Sister Bess, City Clerk

