

**REGULAR COUNCIL MEETING  
CITY OF COLUMBIANA, ALABAMA  
January 3, 2012**

The City Council of the City of Columbiana, Alabama met in Regular Session in the Council Chambers of Columbiana City Hall at 6:32 p.m., Tuesday, January 3, 2012. Mayor Lowe called the meeting to order and asked City Clerk Gina Antolini to let the record reflect that all Council members, with the exception of Council member Mayfield, were in attendance and declared a quorum.

**CONSENT AGENDA**

- A. Approval of Minutes: December 20, 2011 – Pre-Council; Regular Meeting.

There being no objections, Mayor Lowe declared the consent approved as presented.

**RESOLUTION 12-11-05 AGREEMENT FOR REDISTRICTING SERVICES  
(SHELBY COUNTY)**

Council member Seale introduced the following resolution:

**RESOLUTION 12-11-05**

**AGREEMENT FOR REDISTRICTING SERVICES**

**WITNESSETH** this contract, entered into this 3<sup>rd</sup> day of January, 2012 is by and between Shelby County, Alabama, hereinafter referred to as “County,” and the City of Columbiana, Alabama, a municipal corporation, hereinafter referred to as “Development Services;” and,

**WHEREAS**, Municipality has increased in population from a count of 3,316 following Census 2000 to a count of 4,197 after Census 2010; and,

**WHEREAS**, Municipality desires to have its five City Council Districts redistricted to closely balance the population within each district to reflect said growth; and,

**WHEREAS**, Municipality seeks to have the redistricting process accomplished using United States Department of Justice (DOJ) criteria concerning the guarantee of equal population districts, compliance with the Voting Rights Act, respect of communities of interest, compactness, and contiguity; and,

**WHEREAS**, Development Services will follow DOJ criteria in conducting redistricting work; and,

**WHEREAS**, Development Services is available to provide redistricting services to the Municipality;

**NOW, THEREFORE BE IT RESOLVED**, that in consideration of the above premises and the mutual covenants and agreements contained herein, the County and the Municipality do hereby agree, covenant and contract as follows for each of the services so indicated below:

**Article 1 – Redistricting Services**

**A. The Municipality will:**

1. Handle all legal aspects of the redistricting process including but not limited to DOJ submittals;
2. Handle all correspondence with DOJ and make all required submittals to DOJ and any other agency; and
3. Be responsible for placing, including costs, all required public notices and/or newspaper advertisements related to the redistricting process.

**B. Development Services will:**

1. Conduct the redistricting process with the Census Bureau's 2010 Census Redistricting Data as released for the Municipality using the County's Geographic Information Systems (GIS);
2. Redistrict the Municipality into five City Council Districts following the above mentioned DOJ criteria to the extent practicable and keeping current council members within their current districts;
3. Redistrict the Municipality based on the Census Bureau's 2010 Census Blocks provided for the Municipality which total 4,197;
4. Redistrict the Municipality using whole Census Blocks and not split any Census Blocks unless absolutely necessary as a last resort option and if such option is needed, the Municipality is responsible for determining/certifying the population within each split area;
5. Redistrict the Municipality to where each district will be within either five percent of the ideal population of 839 or ten percent of each other;
6. Attend up to four meetings including but not limited to City Council work sessions and meetings in the City to discuss the redistricting process, gather feedback, discuss draft City Council redistricting plans, etc;
7. Be open to allowing one on one contact with a City Council member to discuss his or her district and visualize the district using GIS but by appointment only and at Development Services' Pelham office;
8. Provide proposed City Council District Maps, both paper and digital, to the Municipality as needed;
9. Provide adopted City Council District Maps, both paper and digital, to the Municipality;
10. Provide required text file showing Census Block and City Council District to the Municipality for DOJ submittal purposes; and
11. Provide the legal description of adopted City Council District Map to the Municipality.

**Article 2 – Point of Contacts**

**A. Development Services' Point of Contact** will be Eric Womack, Senior Planner.

**B. The Municipality's Point of Contact** will be Hilry King, City Planner and Allan Lowe, Mayor.

**Article 3 - Administration**

- A. The initial term of this contract shall be three (3) months, unless either party requests termination or renegotiation, commencing on the date of this agreement's execution. The contract shall end earlier upon the submittal of materials to DOJ following adoption of the plan.
- B. The **County**, its agents, servants or employees shall not be liable for damages to any person, firm or corporation arising out of a defect or alleged defect, negligence, alleged negligence, or failure to inspect or adequately inspect any improvement on any property or structure inspected pursuant to the provision of this Agreement, or for any other violation or alleged violation of any of the terms or provisions hereof. Nothing contained in this Agreement shall create any rights in favor of any third person, firm, or corporation, or any individual, and no terms, provisions, or conditions hereof may be enforced against **County** or **Municipality** by any such other person, firm, or corporation other than the parties actually signing this document.
- C. **Municipality** shall adopt ordinances and such resolutions as are necessary and/or advisable to carry out and enforce the terms, provisions, and conditions of this Agreement in a timely fashion hereafter.
- D. Any and all legal expenses, cost of defense, and/or payments of judgments or claims, incurred or suffered by the **County** in the course of applying, enforcing or otherwise administering the requested services within the **Municipality** shall be the responsibility of and be borne by the **Municipality**. Any such expenses incurred by **County** shall be reimbursed immediately upon the request of **County**.
- E. Fees for professional services shall be performed for a sum of **\$3,300.00** with payment being due upon adoption by the City of Columbiana.
- F. Failure of either party to comply with any of the requirements of this contract for services will suspend this agreement at the option of the other party expressed in writing.

In testimony hereof, we have hereunto placed our hands and seals on the date first given above.

**THEREUPON** Council member Mayfield moved and Council member Abrams seconded the motion that said resolution be given vote, and said resolution passed by vote of all members of the Council, and Mayor Lowe declared the same passed.

**RESOLUTION 01-12-01 SENIOR CENTER GRANT SHELBY COUNTY COMMISSION**

Council member Seale introduced the following resolution:

**RESOLUTION 01-12-01**

APPLICATION FOR SHELBY COUNTY SENIOR CENTER GRANT 2011-2012

**WHEREAS**, the Shelby County Commission has appropriated \$26,000.00 for the Senior Center Grant Program, and

**WHEREAS**, the City of Columbiana has the opportunity to submit an application for a grant of up to \$2,000.00 or provide assistance to the Columbiana Senior Center in sustaining activities, services, programs and to promote health, wellness, educational, and recreational opportunities to area seniors, and there are no City matching fund requirements for this grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Columbiana City Council, the Council hereby authorizes Donna Higgins, under the direction of Public Works Director Hilry King or City Clerk Gina Antolini, to submit an application for the 2012 Shelby County Senior Center grant.

**THEREUPON** Council member Handley moved and Council member Strickland seconded the motion that said resolution be given vote, and said resolution passed by vote of all members of the Council, and the Mayor declared the same passed.

#### **MAYOR'S ADDRESS REGARDING THE WEATHER SIREN POLICY**

Mayor Lowe addressed the public regarding the weather siren policy and the events of December 22, 2011. He stated that the City's policy originated when the first sirens were purchased beginning in 2002 and was designed to alert those who were outside at parks and traveling and not intended for people who were located in homes or other structures where there was other forms of alert available (television, radio, internet, etc.).

Fire Chief Johnny Howard, Jr. recapitulated the events of the day indicating that he and Police Chief Lamar Vick were monitoring various feeds including television, National Weather Service alerts and Shelby County Emergency Management. He stated that there was never any indication that a tornado had been sighted in Columbiana nor was the City in the direct path of one. Both of those are conditions that would have prompted the activation of the sirens. The damage in Columbiana was consistent with the damaging winds, 45-85 MPH, which define an EF0 tornado with 15-20 trees down in six (6) locations, primarily on Main Street and Highland Drive, but no rotation and all trees were lying in a southeast to northwest direction.

Police Chief Vick reiterated what the Fire Chief had and explained the Operations Center in the Police Department and indicated that the shelters were opened when a Tornado Watch was issued.

The Mayor closed with a statement that the Public Safety Committee would meet during the Work Session scheduled after the Regular Council meeting on January 17, to review the policy.

Council member Abrams urged people to come to the meeting on the 17<sup>th</sup>. Council member Handley sought citizen input. Council member Strickland thanked the Police and Fire Chiefs for their work on the day of the weather incident. Council member Mayfield also thanked the chiefs for their reports and indicated that whatever policy development comes as a result of the meeting would be communicated to the public.

Two members of the public addressed the Council, Susan Conn and Chris Sutton, stressing their concerns that the public receive notification via the weather sirens and talked about neighboring cities and their policies. They also felt that an automated system, via Shelby County, is a better system.

### **ANNOUNCEMENTS**

Mayor Lowe addressed an issue with regard to Girls Softball and a request for repair of a field machine, in the amount of \$2,000.00. City Clerk Gina Antolini was directed to present a resolution for the purchase at the January 17<sup>th</sup> meeting.

### **ADJOURNMENT**

There being no further business, Council member Abrams moved that the meeting be adjourned, Council member Strickland seconded and the motion passed by vote of all members of the Council. Mayor Lowe declared the meeting adjourned at 6:57 p.m.