CITY OF ANNISTON
OCTOBER 1, 2019
5:30 P.M.

- INVOCATION
- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL
- READING/APPROVAL OF MINUTES OF PREVIOUS MEETING
  - September 17, 2019 Regular meeting
- ADDITIONS/DELETIONS TO THE AGENDA
- ADOPTION OF AGENDA

I. CONDUCT PUBLIC HEARING

**Speaking to a Public Hearing Item**

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

III. CONSENT AGENDA

(a) Resolution declaring a reported condition to be a public nuisance. Group 2019-05 Grass/Debris/Vehicles
(b) Resolution declaring certain personal property surplus and authorizing the sale of said property.
(c) Motion to award bid to EMTEK in the amount of $51,000.00 for the demolition of five (5) substandard structures and to Teague Hauling and Demolition in the amount of $49,500.00 for the demolition of four (4) substandard structures.

IV. MOTIONS

(a) Motion to approve a Special Event Retail License application for City of Anniston d/b/a Berman Museum Boos Bash on October 19, 2019 located at 920 Museum Drive within the Corporate City limits.

(b) Motion to authorize the City Manager to execute a Contract Amendment #1 to Architectural Design Services (attached) with Dorsey Architects & Associates, Inc., in the amount of $27,000.00 as described in the Scope of Work for the City of Anniston Health Institute, Civil Rights Museum and Senior Citizen Center.

(c) Motion to authorize the Mayor to execute an extension to the Agreement with Calhoun County through December 31, 2019 for animal control shelter services as described in the attached.

V. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL
VI. 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.

VII. 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. 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
MINUTES
Anniston, Alabama
September 17, 2019

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B of the Anniston City Meeting Center in the City of Anniston, Alabama, on Tuesday, September 17, 2019, at approximately 5:32 o’clock p.m.

Shane Denham, Police Chief, prayed the Invocation.

Shane Denham, Police Chief, 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.

Steven Folks, Interim City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Jenkins made a motion to waive the reading of and approve the minutes of the September 3, 2019 Regular Meeting. 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 the September 3, 2019 minutes were approved.

Mayor Draper made a motion to adopt the agenda with the addition of a motion to suspend the rule requiring the City Council to meet on the third Tuesday of October 2019, and to schedule a City Council meeting for Tuesday, October 22, 2019, at 5:30 p.m. in the City Council Chambers. 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 the agenda was adopted.

Mayor Draper presented Resolution 19-R-191:

RESOLUTION NO. 19-R-191
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. $256.90 to Nick Bowles, Police, for reimbursement while traveling to AACOP Conference Gulf Shores from July 28 – August 1, 2019.

b. $92.54 to John Valieant, HPC, for reimbursement while traveling to ISA’s Planning for Sign code Success in Birmingham, AL on July 26, 2019.

PASSED AND ADOPTED this 17th day of September, 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-191, A Resolution authorizing reimbursements to City Officials for expenses incurred while traveling away from the City. 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-191 was passed and adopted.

Mayor Draper presented Resolution 19-R-192:

RESOLUTION NO. 19-R-192

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2020

WHEREAS, the Code of Alabama 1975 title 45, Chapter 8A-Article 2 provides for the process, review, and adoption of an annual budget; and

WHEREAS, a public hearing on the proposed FY 2020 Annual Budget was held on September 3, 2019;

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

Section 1. That the budget attached hereto which each Council Member acknowledges having read and reviewed is hereby adopted as the Budget for the City of Anniston, Alabama for the Fiscal Year 2020.

Section 2. That the City Manager and the City Clerk shall certify the same as being the Budget for the City of Anniston and file the same in the office of the Director of Finance.

Section 3. That said Budget so certified shall be reproduced and sufficient copies be made available for use by all offices, departments, boards, and agencies of the City of Anniston and for use of interested persons. PASSED AND ADOPTED this 17th day of September 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 and Resolution 19-R-192, A Resolution adopting the Budget for Fiscal Year 2020. The motion was seconded by Council Member Reddick.

Council Member Little stated that he is going to vote yes for the budget but no for the public relations position. He stated that he is going to vote yes for the budget, in the spirit of cooperation and opportunity, and there are opportunities in the budget that will help West Anniston, South Anniston, and Anniston in general.

Mayor Draper thanked staff for their hard work on the budget and the council for working well together to pass amendments to the budget. He stated that this is a document and that he pleased with what they have done.

Council Member Reddick stated that this has been two years in a row where they have had a good budget cycle and that he was glad that they were able to work together on this.

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-192 was passed and adopted.

Bruce Downey, City Attorney, presented and read Resolution 19-R-193:

RESOLUTION NO. 19-R-193

RESOLUTION AUTHORIZING AMENDMENT TO CITY OF ANNISTON AGREEMENT WITH BFI WASTE SERVICES, LLC D/B/A REPUBLIC SERVICES OF ANNISTON

WHEREAS, on the 20th day of September, 2016, the City of Anniston entered into contract with BFI Waste Services, LLC, D/B/A Republic Services of Anniston to provide solid waste collection services to the City; and

WHEREAS, according to the terms of that contract it may be renewed for an additional three (3) year period beyond the September 30, 2019 expiration date; and

WHEREAS, the City has determined that the public interest would be served by an extension of the contract for an additional three (3) year term commencing October 1, 2019; and

WHEREAS, the City authorizes the negotiation of an option to extend the contract upon mutual agreement of the parties for such terms as the parties may agree upon (collectively, the “Extended Term”); and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anniston, Alabama as follows:
Section 1. That the Mayor, be and he is hereby authorized, directed, and empowered for and in the name of the City of Anniston to execute a renewal of the solid waste collection services agreement with BFI Waste Services, LLC, D/B/A Republic Services of Anniston and to negotiate an option to extend the agreement which may be contained therein.

Section 2. That the City Clerk, be and she is hereby directed to attest to the Mayor’s execution of said contract and affix the seal of the City thereto.

PASSED AND ADOPTED this the 17th day of September 2019.
CITY COUNCIL OF THE CITY OF ANNISTON, ALABAMA

By:/s/ Jack Draper, Mayor
By:/s/ Jay Jenkins, Council Member
By:/s/ Millie Harris, Council Member

Mayor Draper made a motion for passage and adoption of Resolution 19-R-193, a Resolution authorizing amendment to the City of Anniston agreement with BFI Waste Services, LLC d/b/a Republic Services of Anniston. The motion was seconded by Council Member Harris.

Council Member Reddick made a motion to table Resolution 19-R-193 until the council receives requested information from the Alabama League of Municipalities that this is legal. The motion was seconded by Council Member Little, and on call of the roll the following vote was recorded: ayes: Council Member Reddick and Little; nays: Council Member Jenkins, Harris, and Draper. The motion to table failed.

Council Member Reddick stated that the City had ample time, at the request of a member of the council, to check a legal proceeding to make sure what they are doing is above board. He stated that this is a fair request that was made.

Council Member Harris stated that the City attorney has researched the issues thoroughly and has an attorney general’s opinion and it is very clear that they are in their legal realm to go ahead with the contract. She stated that the attorney general’s opinion would take precedent over any opinion that the league would have.

Council Member Little stated that this has been talked about before and they had an attorney at that time that said it was okay to do it. He stated that he just left a league meeting and the league is not giving their opinion on something, but utilizing the law. He stated that the last time this was bid was 2008 and he has no problem with Republic Waste but this contract needs to be rebid, as required by law.

Mayor Draper stated that they can rely on the opinion of the attorney general, and that protects them legally. He stated that they are not protected legally by the opinion from the League of Municipalities and that he is confident that this has been researched thoroughly.
Council Member Little stated that he does not want to get it confused but he does not need an opinion from the League but a statutory law from League that states what the City Attorney says is okay.

Council Member Reddick stated that he thinks it is interesting how this work. He stated that he remembers asking for something before and he had an attorney general’s opinion and the council decided that wasn’t good enough so it didn’t stand.

And on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Harris, and Draper; abstentions: Council Member Reddick; nays: Council Member Little. The motion carried and Resolution 19-R-193 was passed and adopted.

Bruce Downey, City Attorney, presented Resolution 19-R-194:

RESOLUTION NO. 19-R-194

RESOLUTION ADOPTING TRANSPORTATION PLAN PURSUANT TO THE REBUILD ALABAMA ACT

WHEREAS, the Alabama legislature in Act No. 2019-2 adopted the Rebuild Alabama Act, which utilizes an increase in the gas tax to fund transportation projects in the State of Alabama;

WHEREAS, the Rebuild Alabama Act provides for an allocation among the municipalities of the state to be used for transportation infrastructure, improvement, preservation, and maintenance;

WHEREAS, the Act provides that the municipal governing body of the City of Anniston shall adopt an annual transportation plan, which shall provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year;

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

Section 1. The City Council of the City of Anniston herby passes this Resolution as its Transportation Plan submitted in compliance with the Rebuild Alabama Act, No 2019-2.

Section 2. Pursuant to the Act, the City Council of the City of Anniston estimates that its allocation from the Rebuild Alabama Act fund for the first fiscal year will be $100,000, with increasing allocations for each fiscal year thereafter.

Section 3. Pursuant to the Act, the City anticipates expending the funds received to fund any of the following listed projects: a. To fund maintenance, improvements, replacements, and construction of roads and bridges as funds allow. b. To fund required matching amounts for road and bridge projects as funds allow. c. To fund bond payments or debt repayment for road or bridge projects as funds allow.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.
PASSED and ADOPTED on this the 17th day of September, 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/ Ben Little, Council Member
By:/s/ Millie Harris, Council Member

Mayor Draper made a motion for passage and adoption of Resolution 19-R-194, a Resolution adopting Transportation Plan Pursuant to the Rebuild Alabama Act. The motion as seconded by Council Member Reddick.

Council Member Little stated that he thinks it is good and when it comes in they will be able to do some things with it.

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-194 was passed and adopted.

Mayor Draper made a motion to suspend the rule requiring the City Council to meet on the third Tuesday of October, 2019 and to schedule a City Council meeting for Tuesday, October 22, 2019, at 5:30 p.m. in the City Council Chambers. 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.

Richard Jackson, 2317 Noble Street, addressed the council on appearance does matter. He stated that they need to make a conscience effort to include others who do not look like them.

Mary Golden, 1631 Pine Ave, addressed the council on the first Nehemiah Project, which was centered on Prayer and Unity. She thanked Mr. Folks, Parks and Recreation, Fire, Police and everyone who helped on a great job.

Glen Ray, 3514 Dale Hollow Rd, addressed the council on the mistreatment of citizens in Anniston particularly those who are poor.

Emma Fantroy, 2530 Paul St., addressed the council on having the same rights as others in Anniston. She stated that they need to stop making everything a black and white issue.

Council Member Jenkins had no comment.

Council Member Reddick stated that they had a Nehemiah day at Zinn Park and it was a great opportunity for the churches and the leadership to come together. He thanked Mr. Folks, Frazier Burroughs and city staff for all the work they did. He stated that on November 2, 2019, he is doing a 5k race fundraiser, Jamaican-me Run, for Anniston High School and Wiggins Center Track Team, to raise money to help the teams compete and go on trips.
Council Member Little stated that he met with some people interested in doing something on 15th street due to the discussion of the Dr. Satcher Institute. He stated that they met with Clay Dorsey and they had a good tent meeting. He stated that he hopes they can push some dirt this year on getting things going.

Council Member Harris stated that she wanted to thank Kent Maddox, for opening his church as an expression of unity to give Pastor Leonard’s daughter a sendoff, who he lost in a car wreck.

Mayor Draper thanked everyone for coming out and staying engaged.

Mayor Draper made a motion to hold an executive session for discussion with the city’s attorney of the legal ramifications and legal options for pending litigation. 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 city council adjourned into executive session at approximately 6:16 p.m.
CONSENT AGENDA
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 2019-05 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. 11-0-9 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
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<tr>
<th>Address</th>
<th>PPIN</th>
<th>Owner</th>
<th>Violation</th>
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<tr>
<td>2108 Cobb Ave</td>
<td>20080</td>
<td>Johnson Major</td>
<td>Inoperable vehicle: Rust hatchback tag unknown</td>
</tr>
<tr>
<td>2620 McCoy Ave</td>
<td>25547</td>
<td>Weeks Cedric Et AL C/O State of Alabama</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>2619 McCoy Ave</td>
<td>25772</td>
<td>Weeks Cedric Et AL C/O INA Group LLC</td>
<td>Weeds and debris</td>
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<tr>
<td>2614 McCoy Ave</td>
<td>25546</td>
<td>Weeks Cedric Et AL C/O State of Alabama</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>1821 Noble St</td>
<td>21150</td>
<td>Davidson Janette N</td>
<td>Weeds and debris</td>
</tr>
<tr>
<td>345 Lenlock</td>
<td>71387</td>
<td>Wood Ronald Earl &amp; Danette B</td>
<td>Weeds, debris and inoperable vehicles: Red Pickup tag unknown, silver Chevrolet tag unknown, white Mercedes, tag unknown</td>
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<tr>
<td>520 Rosewood Ave</td>
<td>73773</td>
<td>Ficklen Ann C</td>
<td>Weeds and debris</td>
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<tr>
<td>2912 McKleroy Ave</td>
<td>25942</td>
<td>Williams Brian Anthony</td>
<td>Weeds and debris</td>
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<tr>
<td>3009 Moore Ave</td>
<td>26037</td>
<td>TMS Properties LLC C/O State of Alabama</td>
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<tr>
<td>1424 McCall Dr.</td>
<td>62148</td>
<td>Burdett Mike</td>
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<tr>
<td>909 West 17th</td>
<td>19525</td>
<td>Woods Lewis &amp; Jones Rose Evelyn</td>
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<tr>
<td>1814 Walnut Ave</td>
<td>20333</td>
<td>Cloverfield Capital Group LLC</td>
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</table>
RESOLUTION NO. 19-R-____

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING THE SALE OF SAID PROPERTY

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

WHEREAS, the City Council is desirous of selling said personal property.

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

Section 1. That the 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 subject to auction and sell said personal property referenced on Exhibit “A” attached hereto and incorporated herein; and that said Skyler Bass be and she is hereby authorized, directed, and empowered for and in the name of the City of Anniston to execute certificates, bills of sale or other documents of conveyance to the purchasers at such auction for cash received for such purposes, provided, however, that all sales of said personal property made by the City at said auction 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 _____ 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:

_______________________________
Skyler Bass, City Clerk
## “Exhibit A”

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<th>Quantity</th>
<th>Description</th>
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<td>Apple Iphone 5s</td>
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<td>coat rack</td>
</tr>
<tr>
<td>LG GU295</td>
<td>1</td>
<td>recorders</td>
</tr>
<tr>
<td>Revere 2</td>
<td>1</td>
<td>HP Printer</td>
</tr>
<tr>
<td>burgundy desk</td>
<td>1</td>
<td>mouse</td>
</tr>
<tr>
<td>chairs</td>
<td>79</td>
<td>weather scanner</td>
</tr>
<tr>
<td>2-drawer filing cabinet</td>
<td>1</td>
<td>small TV</td>
</tr>
<tr>
<td>office chair</td>
<td>12</td>
<td>stereo tape deck w/ speakers</td>
</tr>
<tr>
<td>oak wood desk</td>
<td>2</td>
<td>jack-o-lanterns</td>
</tr>
<tr>
<td>metal table</td>
<td>1</td>
<td>tablecloths</td>
</tr>
<tr>
<td>Xerox 3030 B&amp;W plotter w/ accessories</td>
<td>1</td>
<td>raffle ticket rolls</td>
</tr>
<tr>
<td>HP Designjet 5500 plotter w/ accessories</td>
<td>1</td>
<td>bubble machines</td>
</tr>
<tr>
<td>plastic office chair mats</td>
<td>3</td>
<td>bulk runner bibs</td>
</tr>
<tr>
<td>wood 4-shelf bookcase</td>
<td>1</td>
<td>bulk race medals</td>
</tr>
<tr>
<td>wood 5-shelf bookcase</td>
<td>1</td>
<td>wooden pumpkin décor</td>
</tr>
<tr>
<td>wooden conference table w/glass</td>
<td>1</td>
<td>Fleece Blankets</td>
</tr>
<tr>
<td>wooden credenza w/glass</td>
<td>1</td>
<td>knit tobagans</td>
</tr>
</tbody>
</table>
2 knit gloves
bulk small paper cups
St. Patrick's Day décor
5 tiki torches
bulk JSU shakers
1 lrg. Christmas Tree Stand
bulk Shamrockin' event trees
sand buckets
bulk ziploc gallon storage bags
1 tv
1 stand
2 lamp
2 candle holders
luau décor
1 3 pc. Drafting table
1 white mesh rolling shelf w/ drawers
2 black plans holders
1 metal map rack
1 broken 2 shelf bookshelf
1 4pc white desk
1 2 pc red desk
2 file box
1 hanging folder tray
1 typewriter
1 green plans cabinet
1 tree
1 chalk board
1 grey index box
2 chest of drawers
4 glass storefront doors
1 push mower
1 shop sawdust collector
4 aquarium florescent lights
1 Gerber Label Maker
1 floor buffer
1 carpet extractor
1 3-disk changer cd player
FACT SHEET

SUBJECT: Evaluation of bids for demolition of 9 substandard structures.

FACTS: Funding from CDBG.

VENDORS SUBMITTING BIDS

<table>
<thead>
<tr>
<th>Vendor</th>
<th>709 Mulberry Ave</th>
<th>1530 Glen Addie Ave</th>
<th>1209 Crawford Ave</th>
<th>2310 McKleroy Ave</th>
<th>302 Pyle Ave</th>
<th>Total (for all five structures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMTEK</td>
<td>$11,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teague Hauling and Demolition</td>
<td>$20,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete Demolition Services</td>
<td>No Response</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kilgore’s Demolition &amp; Excavating</td>
<td>No Response</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calvin’s Construction &amp; Demolition Services</td>
<td>No Response</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION: EMTEK was the low bidder on five structures and Teague Hauling and Demolition was the low bidder on four structures. The bid should be split between EMTEK in the amount of $51,000.00 and Teague Hauling in the amount of $49,500.00.
CITY OF ANNISTON
P.O. BOX 2168
ANNISTON, ALABAMA 36202

September 10, 2019

Invitation for Bid
Number COA2019-B-013
Bids to be opened at
9:00 a.m., Central Time,
September 24th, 2019, in the
Code Enforcement Office

INVITATION FOR BID

To Whom it May Concern:

Sealed bids will be received for the demolition of sub-standard structures by the City of Anniston, Alabama, at the City Clerk’s Office in City Hall until the above time and date. Bids received after the above time and date will be considered non-responsive and will be returned unopened.

Sincerely,

Skyler Bass
City Clerk
INSTRUCTIONS TO BIDDERS

1. **BID BONDS:** Each bidder shall submit with his bid, a Bid Bond with good and sufficient surety or sureties acceptable to the City of Anniston, or Bid Bond may be in the form of a Firm Commitment, such as a postal money order, certified check, cashier's check, etc. Bid Guarantees other than Bid Bonds will be returned (a) to unsuccessful bidders as soon as practical after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. FAILURE TO FURNISH A BID BOND IN THE PROPER FORM AND AMOUNT BY THE TIME SET FOR OPENING OF BIDS WILL CAUSE REJECTION OF THE BID. Bid Guarantee shall be in the amount of five percent (5%) of the bid price or $100,000.00 whichever is lesser. The Bid Bond Penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

2. Bidders should carefully examine the specifications and fully inform themselves as to all the conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications or other documents or should he be in doubt as to the meaning, he should at once notify the Purchasing Agent and obtain clarification prior to submitting a bid.

3. Bids submitted for vehicles must include all vehicle registration costs.

4. The City of Anniston reserves the right to accept or reject any or all bids or any portion thereof.
GENERAL PROVISIONS

1. Award will be based on the low responsive bid.

2. Notwithstanding any other provisions set form in this solicitation, factors in evaluation of offers, received in response hereto shall be evaluated in accordance with the following "Standards for Evaluation of Offers".

Standards for Evaluation of Offers:

Factors of evaluation pertinent to this requirement are those which are set forth below. However, while certain factors are more applicable to this requirement, than others, the City of Anniston reserves the right of such flexibility in evaluation as is necessary to assure placement of the contract in the best interest of the City of Anniston.

A. Price Evaluation Factors:

1. Quoted unit and/or Aggregate Prices as Applicable: When necessary, evaluation will cover a complete analysis of costs incident to this procurement.

B. Non-Price Evaluation Factors: (Administrative factors to be considered in making award under this solicitation)

1. Record in performing other contracts.

2. Available capacity for performing the proposed award and the delivery schedule.

3. Delivery: Delivery shall be F.O.B. destination (Anniston, Alabama).

4. Inspections and Acceptance: Shall be accomplished by the City of Anniston Purchasing Agent at the F.O.B. destination point.

5. Workmanship: The materials used in fabrication of the equipment shall be new, suitable for the purpose used and free of all defects which may affect the serviceability of the finished product. Workmanship shall be in accordance with the best commercial practice.

6. Warranty: The equipment shall be guaranteed against any and all defects in materials, workmanship and/or design, which are not detected prior to acceptance which may develop within one (1) year after delivery of the equipment to the City of Anniston. Such defective units shall be replaced or corrected by the contractor at no cost to the City with all transportation charges prepaid.
7. No errors will be corrected after bids are opened. No prices shall include state or Federal excise taxes.

8. The City of Anniston reserves the right to accept or reject all bids or any portion thereof.

9. Bids shall be submitted in sealed envelopes and marked with Invitation For Bid Number and Bid Opening Date.

10. Bidder shall have all necessary licenses and/or permits prior to commencing the job.

11. Bidder’s City of Anniston License Number is __________________.
BID SCHEDULE

DESCRIPTION:

Furnish all plant, labor, materials and equipment necessary for demolition and removal of substandard structures and clean and clear lots at the locations listed below.

Pilings and structures shall be leveled to ground level; foundations, pilings and concrete pads shall be removed. All excavations, cellars, low places, etc., shall be filled with clean, inert fill, not to include debris from the demolition, and the entire lot shall be graded to prevent water from standing.

Appropriate erosion control measures (hay bales, silt fencing, etc.) shall be installed, where necessary, to prevent sedimentary run off from the property.

Appropriate measures shall be taken to minimize dust generated by demolition activities. Specifically, water spray shall be utilized during demolition and grading activities to keep dust to an absolute minimum.

The entire lot shall be cleaned of all brush, grass, rocks, shrubbery, undergrowth, trash, and debris. All resulting materials and debris shall be disposed of at any ADEM approved landfill and dump tickets shall be available for inspection by City staff upon request. Burning or burying of debris will not be permitted. All lots shall be graded and left in a condition where the property can be easily mowed by hand.

Any trees or other objects to remain on the property shall be flagged by City staff prior to demolition.

All asbestos siding or any other hazardous materials shall be disposed of in accordance with all Federal, State, and local regulations.

UTILITIES

Water service lines shall be removed to the property line or water meter, whichever is more practical. Any resulting leakage or seepage of water from service lines shall be repaired at the contractor’s expense.

Gas and electrical utilities shall be removed from the property in order to avoid potential safety hazards. Arrangements shall be made by the contractor with the Alabama Gas Corporation to remove gas meters which are located on the property in a timely manner.

Sewer lines shall be plugged or capped in a manner which will not impede sewer flow from adjacent properties where “community” or “private” sewer lines require the continued operation of the sewer system on the property. Utmost care shall be taken in order to avoid any destruction or damage to underground sewer lines which provide service to adjacent properties. Any damage or destruction of sewer lines or impediments to sewer service which result from the demolition activities shall be repaired, replaced, or reinstated at the expense of the contractor.
All work must be started no later than ten (10) calendar days and completed, inspected, and accepted by the City of Anniston no later than thirty (30) calendar days from the date of the notice to proceed. All demolition permits must be obtained prior to the start of work.

<table>
<thead>
<tr>
<th>Item#</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1521 Mulberry Avenue</td>
<td>$_______</td>
</tr>
<tr>
<td>2.</td>
<td>1529 Mulberry Avenue</td>
<td>$_______</td>
</tr>
<tr>
<td>3.</td>
<td>1209 Crawford Avenue</td>
<td>$_______</td>
</tr>
<tr>
<td>4.</td>
<td>3000 Walnut Avenue</td>
<td>$_______</td>
</tr>
<tr>
<td>5.</td>
<td>2310 McKleroy Avenue</td>
<td>$_______</td>
</tr>
<tr>
<td>6.</td>
<td>302 Pyle Avenue</td>
<td>$_______</td>
</tr>
<tr>
<td>7.</td>
<td>1530 Glen Addie Avenue</td>
<td>$_______</td>
</tr>
<tr>
<td>8.</td>
<td>709 Mulberry Avenue</td>
<td>$_______</td>
</tr>
</tbody>
</table>

Total: $_______
1. **BID BONDS:** Each bidder shall submit with his bid, a BID BOND with good and sufficient surety or sureties acceptable to the City of Anniston, or Bid BOND may be in the form of a Firm Commitment, such as a postal money order, certified check, cashier’s check, etc. Bid Guarantees other than Bid BONDS will be returned (a) to unsuccessful bidders as soon as practical after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. FAILURE TO FURNISH A BID BOND IN THE PROPER FORM AND AMOUNT BY THE TIME SET FOR OPENING OF BIDS WILL CAUSE REJECTION OF THE BID. Bid Guarantee shall be in the amount of five percent (5%) of the bid price or $100,000.00 whichever is lesser. The Bid Bond Penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

2. **PERFORMANCE BONDS:** Within ten (10) days after the prescribed forms are presented to the bidder to whom award is made for signature, two (2) bonds shall be executed, with good and sufficient surety or sureties acceptable to the City of Anniston. The penal sum of each bond shall be as follows:

   A. **Performance Bond:** The penal sum of the Performance Bond shall equal one hundred percent (100%) of the contract.

   B. **Labor and Materials Bond:** The penal sum of the Labor and Materials Bond shall equal fifty percent (50%) of the contract.

   NOTE: Any bonds required will be furnished by the contractor to the City of Anniston prior to commencement of contract.

3. **REQUIRED INSURANCE:** The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

   A. **Comprehensive bodily injury and property damage liability:**

      a. Injury to or death of any one person - $500,000.00
      b. Each accident or occurrence for bodily injury liability - $500,000.00
      c. Each accident or occurrence for property damage liability - $500,000.00

   Workmen’s Compensation Insurance – As prescribed by the Workmen’s Compensation Law of the State of Alabama.

   B. Prior to commencement of work hereunder, the Contractor shall name the City of Anniston as additional insured and furnish a certificate of insurance to that effect of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting
the interests of the City of Anniston in such insurance shall not be
effective until ten (10) days after written notice thereof to the Purchasing
Department of the City of Anniston.

C. The contractor agrees to insert the substance of this clause, including this
paragraph C, in all subcontracts hereunder.

4. Bidders should carefully examine the specifications and fully inform themselves
as to all the conditions and matters which can in any way affect the work or the
cost thereof. Should a bidder find discrepancies in or omissions from
specifications or other documents or should he be in doubt as to the meaning, he
should at once notify the Purchasing Agent and obtain clarification prior to
submitting a bid.

5. The City of Anniston reserves the right to accept or reject any or all bids or any
portion thereof.

6. Attention of bidders is particularly called to the requirements as to conditions of
employment to be observed and minimum wage rates to be paid Section 3,
Segregated Facility, Section 109 and E.O. 11246 and also to the Fair Labor
Standards Act (FLSA) and the Copeland Act (Anti-Kickback Act).
TERMINATION FOR DEFAULT – DAMAGES FOR DELAY – TIME EXTENSIONS

(a). If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the City of Anniston, may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay.

In such event, the City Of Anniston may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as maybe on the site of work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the City Of Anniston resulting from his refusal or failure to complete the work within the specified time.

(b.) If the fixed and agreed liquidated damages are provided in the contract and if the City of Anniston so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the City Of Anniston in completing the work.

(c) if fixed and agreed liquidated damages are provided in the contract and if the City of Anniston does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with the resulting damages if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City of Anniston in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with City Of Anniston, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Purchasing Agent grants a further period of time before the date of final payment under the contract), notifies the Purchasing Agent in writing of the causes of delay. The Purchasing Agent shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension and his findings of fact shall be final and conclusive.
(e) The rights and remedies of the City of Anniston provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLAIMS OF LIABILITY

The Contractor agrees to save the City Of Anniston harmless from any and all claims, demands, actions, debts, liabilities, judgment costs, and attorney's fees arising out of; claimed on account of or in any manner predicated upon loss of or damage to property of or injuries to or the death of any and all persons whatsoever, if in any manner caused or contributed to by the Contractor, his agents, servants, or employees, while in, upon, or about the City Of Anniston which the work upon this contract is to be done, or while going to or departing from the same, and to save the City Of Anniston harmless from and on the account of damages of any kind which the City Of Anniston may suffer as the result of the acts of any of the Contractors, agents, servants, or employees in or about said City Of Anniston.
The undersigned offers and agrees, if this offer is accepted within thirty (30) calendar days from the date for receipt of offers specified on page 1 of This Invitation For Bid, to furnish any or all items upon which price set opposite each item at the designated point(s) within the time specified.

Name and Title

Company

Address

Date

Discount for Prompt Payment

% 10 calendar days; % 20 calendar days

% 30 calendar days; % calendar days
Corporate Certificate

Bids executed on behalf of contractors by agents must be accompanied by evidence satisfactory to the City Of Anniston, of the agent's authority to do so.

In the event a bid is submitted by a corporation, the following certificate must be executed under its Corporate Seal, provided the same officer SHALL NOT execute both the contract and the certificate.

I, ____________________________, certify that I am the __________________________ of the corporation named as Contractor herein; that __________________________, who signed this contract on behalf of the Contractor, was then __________________________ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its Governing body and is within the scope of its corporate powers.

In witness whereof, I have here unto affixed my hand and seal of said Corporation this __________ day of __________________________, __________.

(SEAL)

_________________________________
Signature, in ink

******************************************************************************

If the Bid Submitted On Behalf Of a Partnership, the name of all partners will be furnished, with the understanding that the partner signing the bid is authorized to bind the partnership.

The names of all partners in the firm are as follows:
MOTIONS
TO:                      CITY COUNCIL AND CITY MANAGER
FROM:                   ALISA FAISON, REVENUE COMPLIANCE SPECIALIST
SUBJECT:                BERMAN MUSEUM BOOS BASH
DATE:                   9/26/2019
CC:

- Formal action is required for Special Events Retail
- Event will be held inside the City Limits at 920 Museum Drive.
- 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.
AGREEMENT made as of the Fourteenth day of June in the year Two Thousand Nineteen
(In words: indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name: legal status, address and other information)

City of Anniston, Other
1128 Guinee Avenue
Anniston, Alabama 36201

and the Architect:
(Name, legal status, address and other information)

Dorsey Architects and Associates, Inc., Subchapter S Corporation
2301 First Avenue North, Suite 101, Birmingham, Alabama 35203
Telephone Number: (205)-250-7100

for the following (hereinafter referred to as "the Project"): 
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate)

City of Anniston Health Institute, Civil Rights Museum and Senior Citizen Center
Anniston, Alabama

Develop a detailed building program and construction budget for:
Healthcare Institute (Phase 1)
Civil Rights Museum (Phase 2)
Senior Citizen Center (Phase 3)

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
TABLE OF ARTICLES
1 ARCHITECT’S RESPONSIBILITIES
2 OWNER’S RESPONSIBILITIES
3 COPYRIGHTS AND LICENSES
4 CLAIMS AND DISPUTES
5 TERMINATION OR SUSPENSION
6 COMPENSATION
7 MISCELLANEOUS PROVISIONS
8 SPECIAL TERMS AND CONDITIONS
9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT’S RESPONSIBILITIES
§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect’s services or identify an exhibit or scope of services document setting forth the
Architect’s services and incorporated into this document in Section 9.2.)

The scope of work will include providing a detailed building program and construction budget. See Attachment
Exhibit "A."
Healthcare Institute (Phase 1)
Civil Rights Museum (Phase 2)
Senior Citizen Center (Phase 3)
A total of four interviews for Phase 1, 2 and 3.

For building program scope, see attached AIA Document B202-2009 Standard Form of Architect’s Services:
Programming

(Paragraph Deleted)

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide
the services required by this Agreement, or shall cause such services to be performed by appropriately licensed
design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by
architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall
perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of
the Project.

(Paragraph Deleted)

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to
the Project.
§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($2,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2. and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($1,000,000.00) per accident, One Million Dollars and Zero Cents ($1,000,000.00) each employee, and One Million Dollars and Zero Cents ($1,000,000.00) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($2,000,000.00) per claim and Two Million Dollars and Zero Cents ($2,000,000.00) in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the
Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment, systems, and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the order’s and sequential progress of the Architect’s services.

(List name, address, and other contacts information)

Steven Folks
1128 Gurnee Avenue
Anniston, Alabama 36201
Telephone Number: (256) 256-3422

Email Address: sfolks@annisstonal.gov

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the


User Notes:
Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES
§ 4.1 General
§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation
§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)
Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give
seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination. Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(See forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1. Termination Fee:

   $10,000

2. Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

   $10,000

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate (Check the appropriate box):

[X] One year from the date of commencement of the Architect's services

[ ] One year from the date of Substantial Completion

[ ] Other

(Insert another termination date or refer to a termination provision in an attached document or schedule of services)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.
§ 5.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for)

$5,000.00---------- Healthcare Institute
$5,000.00---------- Civil Rights Museum
$4,500.00---------- Senior Citizen Center
$14,500.00---------- Total

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Zero percent (0.00%) of the expenses incurred.

§ 6.2.3 Architect’s Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect)

0.00

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Ten (10) days after


User Notes:
the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon)

1.5 % monthly

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G207™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific
information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement)

The Owner shall be responsible for hiring and compensating the geotechnical engineer/materials testing and surveying.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

[Paragraphs Deleted]

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit "A"

.4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)


This Agreement entered into as of the day and year first written above.
September 24, 2019

The Office of the Mayor and City Council
Mr. Steven Folks, Acting City Manager
City of Anniston
1128 Gurnee Avenue
Anniston, AL 36201

RE: Contract Amendment #1 to Architectural Design Services for the City of Anniston

Dear Mr. Folks:

In our original signed agreement, the scope of services included providing only the program(s) and cost estimate(s) for the Health Institute, Civil Rights Museum and Senior Citizen Center. Based on our contract’s scope increase which includes conceptual floor plan(s), site plan, elevations and colored renderings, the total amount is Twenty-seven thousand dollars and zero cents. Please see increase scope of work below.

I. Scope of Work

A. Goals
1. Develop an overall conceptual master site plan on the identified five-acre city-owned site. Also provide floor plan(s) consisting of conceptual designs of the Health Institute and Civil Rights Museum. Also provide a conceptual plan of the Senior Citizen Center.
2. Provide a colored rendering(s) of the new proposed Health Institute, Civil Rights Museum and the Senior Citizen Center.

B. Deliverables

CONCEPTUAL DESIGN
Includes the following items:
1. Site plan
2. Architectural floor plan(s)
3. Elevations
4. Colored rendering(s)
Health Institute (Phase 1)
1. Conceptual site plan, elevations, floor plan(s) - $5,500.00
2. Colored rendering - $3,500.00
Total - $9,000.00

Civil Rights Museum (Phase 2)
1. Conceptual site plan, elevations, floor plan(s) - $5,500.00
2. Colored rendering - $3,500.00
Total - $9,000.00

Senior Citizen Center (Phase 3)
1. Conceptual site plan, elevations, floor plan(s) - $5,000.00
2. Colored rendering - $3,500.00
Total - $9,000.00

Total - $27,000.00

Respectfully submitted,
DORSEY ARCHITECTS, INC

Clay R. Dorsey, A.I.A.
President and Principal Architect

Approved By: Steven Folks, City Manager
Date: ____________________
STATE OF ALABAMA  )
CALHOUN COUNTY  )

CONTRACT FOR CERTAIN ANIMAL CONTROL SERVICES
BETWEEN CITY OF ANNISTON AND CALHOUN COUNTY, ALABAMA

This CONTRACT is made and entered into by and between Calhoun County, Alabama, a body corporate (sometimes herein referred to as “County”) and the City of Anniston, Alabama, a municipal corporation (sometimes herein referred to as “Municipality”).

WITNESSETH:

WHEREAS, the Municipality desires to obtain the services, as herein provided, of County in connection with the impoundment of animals, basic minimal care, by the County Animal Control Director and its Veterinarian using their discretion as to what service or services are appropriate for sick and/or injured impounded animals, the quarantine of animals suspected of having rabies, as, but only as directed by the County Veterinarian and/or County Animal Control Director, and if and as necessary and allowed, and if and as required by law the euthanizing of animals, and disposal of the remains of euthanized animals, and animals that die, while at the Calhoun County Animal Control Center (sometimes herein referred to as “Animal Control Center”), which is located at 3605 Morrisville Road, due to old age, injury or illness; and

WHEREAS, the County is willing, and desires to provide certain services, as herein provided, to the Municipality at the Animal Control Center;

NOW THEREFORE, the parties hereto agree as follows:

1. A. During normal business hours of the Animal Control Center for receipt of animals, County shall receive all animals delivered by personnel of the Municipality to the Animal Control Center, in accordance with the provisions of this Contract, until termination of this contract as herein provided. The normal business hours, of the Animal Control Center for the receipt of animals, are from 11:00 a.m. to 5:30 p.m. Monday through Friday and closed from 1:00 p.m. until 2:00 p.m. for lunch. Saturday, from 9:30 a.m. until 11:30 a.m. Except for holidays as set by County Commission for all County employees. The Animal Control Center is closed on Wednesday and Sunday. A “drop” facility or facility access shall be made available to Municipality for delivery of animals during non-business hours of the Animal Control Center for emergency situations when the Municipality’s animal control or police officers need to drop off an animal regarding dangerous dog—bite and/or rabies cases. County reserves the right to change the hours of operation of the Animal Control Center, provided however that the total hours of operation not be reduced to less than the total hours of operation per week herein provided as the normal business hours of the Animal Control Center, and that notice of the change of the hours of operation be given the Municipality at least one week before the change of hours of operation goes into effect. The Municipality shall be responsible for taking a sick and/or injured animal to a veterinarian of its choice prior to the animal being accepted by the County, if deemed so necessary by the County’s veterinarian or its Animal Control Director.

B. Notwithstanding anything else herein provided, except as used in the next sentence of this Contract, the word “animals” in this Contract means only dogs and cats, and the word
“animal” in this Contract means only a dog or a cat. County will attempt to cooperate with the Municipality in meeting its needs, if any, for services involving animals, other than dogs or cats, at a rate for services, for animals, other than dogs or cats, negotiated by the Municipality and County on a case-by-case basis depending on the type of animal involved, and the propensities and needs of the animal involved. As used in this Contract "County Veterinarian" means the veterinarian or veterinarians the County Contracts with for services at the Animal Control Center.

2. County shall render care and treatment to animals delivered by personnel of the Municipality to the Animal Control Center. Such care and treatment shall include the feeding of impounded animals, basic minimal care, by the County Veterinarian, County Animal Control Director, and/or other staff using his or her discretion as to what service or services are appropriate for sick and/or injured impounded animals, the quarantine of animals suspected of having rabies, as, but only as directed by the County Veterinarian and/or County Animal Control Director, and if and as necessary and allowed, or required by law, the euthanizing of animals. County shall also provide for the disposal of the remains of euthanized animals, and animals that die, while at the Animal Control Center, due to old age, injury or illness.

3. County shall charge persons recovering animals from the Animal Control Center the fees, charges, and at the rates set by the County. County reserves the right to set fees, charges, and rates, and to change from time to time the fees, charges, and rates charged to persons recovering or adopting animals. The fees, charges, and rates for persons recovering or adopting animals from the Animal Control Center that are collected by County shall belong to County.

4. The Municipality shall insure that proper documentation is maintained and completed for County by personnel of the Municipality upon delivery of an animal to the Animal Control Center. A copy of the animal intake form that shall be used is attached hereto and incorporated herein by reference. County reserves the right to make reasonable changes to the form, and changes thereto requiring additional information.

5. A. This Contract shall become effective March 1, 2019 and shall remain in effect until September 30, 2019 unless otherwise terminated or extended as herein provided.

B. The parties hereto mutually agree that a determination as to whether this Contract shall be extended or terminated should be made at least thirty (30) days prior to the end of the Contract. Accordingly, each party shall provide written notice no later than thirty (30) days prior to the end of the Contract to notify the other party of the party’s intention to extend, renegotiate, or terminate this Contract.

C. Notwithstanding anything else herein provided, this Contract may be terminated at will by either party by giving thirty (30) days’ written notice of intent to terminate to the other party. No cause for such termination need to be shown or exist. In addition, notwithstanding anything else herein provided, this Contract may be terminated by either party for a material breach or non-performance of contract requirements, by the other party, upon seven (7) days’ written notice to the party materially breaching this Contract or not performing the contract requirements. Efforts on the part of either party to negotiate a resolution of any breach of the contract or non-performance of contract requirements shall not constitute a waiver of the right to terminate the Contract upon seven (7) days’ notice or thirty (30) days’ notice of cancellation as herein provided.
D. Any notice, demand, request, or other communication given by a party to this Contract to the other party to this Contract shall be in writing and shall be sent postage prepaid, by certified mail, return receipt requested, or by personal hand delivery to the following:

If to the Municipality:
City of Anniston, Alabama
Attention: Mayor
1128 Gurnee Avenue
Anniston, Alabama 36201

If to County:
Calhoun County, Alabama
j Calhoun County Commission
Attention: Calhoun County Administrator
1702 Noble Street, Suite 103
Anniston, Alabama 36201

Either party may change the address to which notices shall be sent or delivered by written notice as herein provided, as long as the address provided is in Calhoun County, Alabama. Notices, demands, requests, and other communications given by one party to this contract to the other shall be deemed delivered on the date of actual delivery.

6. As consideration for the performance of the services herein specified, the Municipality agrees to pay to County Four Thousand ($4,000) Dollars per month. Payment, at the rate herein provided, shall be made by the Municipality to County on or before the tenth (10th) day of each following month services provided, pursuant to this Contract.

7. Each party to this Contract shall maintain liability insurance providing coverage to it, and its officials, personnel, employees, and servants, as to demands, claims, causes of action, suits, and judgments, including costs and expenses, including attorney fees, in connection therewith, of whatever kind or nature, arising out of, in connection with, or incident to the seizure, impoundment, and/or treatment of animals by it or its officials, personnel, employees, and servants.

8. Municipality shall hold harmless, indemnify and defend County, and its officers, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the activities, and/or any action or actions and/or any inaction or inactions of Municipality or its officers, employees, subcontractors, volunteers or agents under this Contract. County will hold harmless, indemnify, and defend Municipality against all claims, suits, actions, losses, damages, and expenses of any nature resulting from, arising out of, or related to the activities of the County, its officers, employees, or agents under this Contract. Such holding harmless, indemnification and defense by the County shall be limited to the amount of a judgment that can be collected from a County under the laws of the state of Alabama at the time this Contract is executed by the parties hereto, and the County shall not be required to indemnify or hold harmless Municipality from any punitive damages or any exemplary consequential damages or to defend Municipality against the matter which other punitive damages may be awarded.

9. Miscellaneous
A. This Contract constitutes the entire, complete, and exclusive agreement between the parties, and supersedes any and all prior or contemporaneous negotiations, understandings, and agreements between the parties, written or oral, with respect to the transactions contemplated hereby. No waiver, consent, modification, amendment or change of the terms of this Contract shall be binding unless in writing and properly executed by each party hereto.

B. Except to the extent governed by Federal law or regulation, this Contract shall be governed by and construed in accordance with the laws of the State of Alabama.

C. In the event that one or more of the provisions contained in this Contract shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other portion hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision was not and had never been contained herein.

D. The headings, if any, and designations given to parts herein are inserted for convenience, and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular part to which the heading or designation refers.

E. This Contract may be executed in two counterparts, one for each party hereto, each of which shall constitute an original, and both of which, when taken together, shall constitute but one contract. Signatures exchanged by electronic transmission shall be deemed original signatures.

F. By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

G. By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312, the Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

10. This Contract shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors, if any, and not in violation of any applicable law, but may not be assigned or transferred by either party without the prior express written permission and consent of the other party.

IN WITNESS WHEREOF, County and the Municipality have caused this contract to be executed in their respective names, have caused their respective seals to be hereunto affixed, have caused this Contract to be attested, all by their duly authorized officers, in two (2) counterparts, each of which shall be deemed an original, and both of which, when taken together, shall constitute but one Contract, and have caused this contract to be dated the 27th day of March, 2019.
ATTEST:

Mark E. Tyler
Its: Administrator/Treasurer

(SEAL)

ATTEST:

(SEAL)

County - Calhoun County, Alabama,
a body corporate

By: Fred Wilson
Fred Wilson, as Chairman of
the Calhoun County Commission

Date executed by County: 3-11-2019

Municipality - City of Anniston, Alabama,
a municipal corporation

By: Jack Draper
Its: Mayor

Date executed by Municipality: 3/8/19