

CITY OF ANNISTON
June 1, 2021
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - May 18, 2021 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. BOARD CONFIRMATION

(a) Connie Emory – Transit Advisory Board

II. CONDUCT PUBLIC HEARING - Suspended during COVID-19

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.

- (a) To receive public comments regarding over-ruling objections to the abatement of identified nuisances Group 2021-03 Grass/Debris/Vehicles**

III. UNFINISHED BUSINESS – None

IV. CONSENT AGENDA

- (a)** Resolution appointing member(s) to the Transit Advisory Board
- (b)** Resolution over-ruling objections to the abatement of identified nuisances
Group 2021-03 Grass/Debris/Vehicles
- (c)** Resolution declaring a reported condition to be a public nuisance
Group 2021-04 Grass/Debris/Vehicles
- (d)** Motion to approve a 140-Special Events Retail Alcohol License for City of Anniston d/b/a Noble Street Festival on Saturday, July 3, 2021 within the corporate limits located on Noble Street
- (e)** Motion to authorize the City Manager to execute a contract with Kimley-Horn to develop, evaluate and make recommendations for a Future Airport Development Plan

V. RESOLUTIONS

- (a)** A resolution to amend the FY 2021 Budget for the General Operating Fund

VI. ORDINANCES

- (a)** An ordinance to repeal and replace Chapter 12, Article IV of the Code of Ordinance and to adopt regulations governing Disposal and Pickup of Debris
1st Reading

VII. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

VIII. RECEIVE INFORMAL PUBLIC COMMENTS – Suspended during COVID-19

IX. RECEIVE FORMAL PUBLIC COMMENT – Suspended during COVID-19

COUNCIL COMMENTS – Suspended during COVID-19

ADJOURNMENT

MINUTES

Anniston, Alabama

May 18, 2021

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Tuesday, May 18, 2021, at approximately 5:34 o'clock p.m.

Jay Jenkins, Council Member, prayed the Invocation.

Jay Jenkins, Council Member, 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, Roberts, Smith, Harris, and Draper; absent: none. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Roberts made a motion to waive the reading of and approve the minutes of the May 5, 2021 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, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the May 5, 2021 regular meeting minutes were approved.

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

Mayor Draper introduced a Project Development Agreement between the City and Jack's Family Restaurants. He mentioned that Jack's is proposing to locate a restaurant in Golden Springs. He stated that essentially this would be a rebate of 60% of sales tax up to \$900,000.00 and the City would receive 100% of that once that \$900,000.00 threshold is met.

Bruce Downey, City Attorney, stated that it is either \$900,000.00 or 10 years, whichever is first.

Mayor Draper opened a public hearing to receive public comments regarding a Project Development Agreement between the City and Jack's Family Restaurants, LP. No one spoke. Mayor Draper closed the public to receive public comments regarding a Project Development Agreement.

Mayor Draper opened a public hearing to receive public comment on appointing a member to the Main Street Anniston Board (Alexis Wise). No One Spoke. Mayor Draper closed the public hearing to receive public comments regarding appointing a member to the Main Street Anniston Board.

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution appointing member(s) to the Main Street Anniston Board (21-R-37)

- (b) Resolution authorizing the execution and delivery of an Equipment Lease/Purchase agreement with Altec Capital Services, L.L.C. (21-R-38)

(c) Motion to award the bid for a Mechanics Utility/Crane Truck to Ingram Equipment Company in the amount of \$152,561.85

(d) Motion to approve a Retail Beet (Off Premises Only) and Retail Table Wine (Off Premises Only) alcohol license application for Duaa Saeed LLC d/b/a Express Market 13 located at 1500 Quintard Avenue within the corporate city limit.

The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the consent agenda was approved.

Council Member Jenkins made a motion to appoint Hinton Bud Owsley to the Health Care Authority Place #5 with a term to expire May 31, 2026. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Harris, and Draper; nays: Council Member Smith. The motion carried.

Mayor Draper introduced a Resolution authorizing the issuance of the City's Series 2021-A Limited Obligation Certificate of Indebtedness with regard to the Project Development Agreement by and between the City of Anniston, Alabama and Jack's Family Restaurants, LP (21-R-39).

Council Member Jenkins made a motion passage and adoption of Resolution 21-R-39. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and resolution 21-R-39 was passed and adopted.

Mayor Draper introduced a Resolution authorizing an Economic Development Agreement between the City of Anniston, Alabama and Jack's Family Restaurants, LP (21-R-40):

Council Member Jenkins made a motion for passage and adoption of Resolution 21-R-40. The motion was seconded by Council Member Smith and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and resolution 21-R-40 was passed and adopted.

There being no further business to come before the council at that time Mayor Draper made a motion that the meeting be adjourned. The motion was seconded by Council Member Harris; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 5:45 o'clock p.m.

BOARD CONFIRMATIONS

City of Anniston
BOARDS & COMMISSIONS
Application Form

Applicants are strongly urged to attend several meetings of a board prior to applying

Name of board or commission: The Transit Advisory Board
Your name: Connie Emory Home Phone # [REDACTED]

Street address [REDACTED] City Anniston Zip Code: 36207

Mailing address (if different): Same

Employer: Retired

Your position: _____ Office Phone #: _____

My primary residence is within the Anniston city limits: Yes ☒ No ☐

If no, I reside within Calhoun County: Yes ☐

Have you previously serve on any city board? If so, which board: No

Are you aware of any potential conflicts of interest that may arise during your service on this board (i.e., property interest, business interest, etc.)? If so, please explain below: Potential conflicts of interest do not preclude appointments. No

Please indicate the area(s) of expertise that you can bring to the above board(s), and then list education, experience, reasons for your interest, and other factors that support your interest in serving. **Please use additional sheets if necessary.**

Return to:

Myra Bushard
Office of the City Manager
P.O. Box 2168
Anniston, AL 36202

E-Mail: citymanager@anniston.al.gov
Telephone: 256-231-7705
Fax: 256-236-7632

Signature: Connie Emory

Date: 04/16/2021

Email: [REDACTED]

Fax #: _____

PUBLIC HEARING

April 20, 2021 Work Session
Nuisance Properties, Group 2021-03

Address	PPIN	Owner	Violation
6 Avenue A	57652	Slayton Jeremy	Weeds and debris
7 Avenue A	57651	Brown Shirley & Charles D	Weeds and debris
112 East 30 th Street	25279	Carter Lorenzo & Veronica Y	Inoperable vehicles: Red and white pick-up tag unknown, black pick-up tag unknown
204 East 30 th Street	25129	MBCM Investments LLC	Weeds, debris and inoperable vehicle: grey 4-door sedan no tag
205 East 28 th Street	25088	Brown Charles D & Shirley V	Weeds and debris
205 East 29 th Street	25132	Brown Charles D & Shirley V	Weeds and debris
209 East 28 th Street	25089	Brown Charles D & Shirley V	Weeds, debris and inoperable vehicle: Red Nissan tag 1F4C8
213 East 28 th Street	25090	Brown Charles D & Shirley	Weeds and debris
216 East 29 th Street	25098	Brown Charles D & Shirley V	Weeds and debris
217 East 28 th Street	25065	Brown Charles D & Shirley V	Weeds and debris
222 South Quintard	66499	Leonard Kornella	Inoperable vehicles: white Ford Ranger tag 61CT461 and silver Volkswagen no tag
301 Chestnut Avenue	17939	Cannon Milton & Miranda	Inoperable vehicle: red Ford F-150 tag F83P
304 East 29 th Street	25069	Brown Charles D & Shirley V	Weeds and debris
308 East 29 th Street	25068	Brown Charles & Shirley	Weeds and debris
308 East 30 th Street	24951	Deal Janet E	Weeds, debris and inoperable vehicle: white Cadillac 11KP262
308 South Christine Avenue	66163	Buchanan George Jr & Clinton	Weeds and debris
313 Chestnut Avenue	18297	Prestige U S Holdings Inc.	Inoperable vehicles: black Honda tag unknown, blue and white Ford mustang tag unknown
329 South Wilmer	66293	Lindley Brian S & Schena M	Weeds, debris and inoperable vehicle: red Chevrolet pick-up tag unknown
415 West 5 th Street	62939	Thomas John Jr & Casey C/O State of Alabama	Inoperable vehicle
1309 Champaign	20300	Campos-Naranjo Silvio Omar	Debris
1313 West 22 nd Street	56429	Ackey Lisa Delores	Weeds and debris
1819 Thomas Ave	1194	Lenz Michael Carl C/O Cofield Ronald	Weeds, debris, and stagnant pool
2801 Wilmer Ave	25086	Garrett Ellie	Inoperable vehicles: Black Mercedes tag unknown and Red Ford SUV tag unknown
2810 Patton Road	25066	Brown Charles & Shirley	Weeds and debris
2814 Patton Road	25067	Brown Charles D & Shirley V	Weeds and debris
2815 Patton Road	25071	Brown Charles & Shirley	Weeds and debris
3200 Noble Street	26109	Bingham Christopher L <i>et al</i>	Weeds and debris

CONSENT AGENDA

RESOLUTION NUMBER 21-R-__

A RESOLUTION APPOINTING MEMBERS TO THE TRANSIT AUTHORITY BOARD

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

WHEREAS, the Council has adopted a schedule of nominations to govern appointments to the Transit Authority Board;

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

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

Section 1. The City Council of the City of Anniston does hereby appoint those person(s) identified in the Schedule of Nominations for the Transit Authority Board attached hereto as Exhibit A to the board and for the terms set forth therein.

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

PASSED and ADOPTED this **19th** day of **February, 2021**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

EXHIBIT "A"

TRANSIT AUTHORITY BOARD

Board Positions	Nominations	Board Member Name	Expiration Date	Explanation
3	Ward 3	Connie Emory	07/31/2024	Appointment

RESOLUTION NUMBER 21-R-__

**A RESOLUTION OVER-RULING OBJECTIONS TO THE ABATEMENT OF IDENTIFIED
NUISANCES**

WHEREAS, Act 1995-375, Section 2, Amended by Act 2004-256 and codified as Sections 45-8-172, et seq. of the Code of Alabama, 1975, defines public nuisances and authorizes the City to order or otherwise accomplish the removal of such nuisances; and

WHEREAS, the City of Anniston has identified herein a specific list of such nuisances and the appropriate remedies to abate each nuisance; and

WHEREAS, the City of Anniston has notified the property owners or other parties that may be held responsible and has held a public hearing to consider objections to the proposed remedy as required by law.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Anniston, Alabama that all objections and protests to the nuisance remedies identified in Exhibit "A" attached is hereby over-ruled and the recommended remedies are ordered to be applied to abate the nuisances according to the procedures and processes in Section 34.3 of the Code of Ordinances of the City of Anniston, Alabama.

PASSED AND ADOPTED this the 1st day of **June 2021**.

**CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA**

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

Exhibit "A"
Group 2021-03 Grass, Debris & Vehicles

Address	PPIN	Owner	Violation
6 Avenue A	57652	Slayton Jeremy	Weeds and debris
7 Avenue A	57651	Brown Shirley & Charles D	Weeds and debris
112 East 30 th Street	25279	Carter Lorenzo & Veronica Y	Inoperable vehicles: Red and white pick-up tag unknown, black pick-up tag unknown
204 East 30 th Street	25129	MBCM Investments LLC	Weeds, debris and inoperable vehicle: grey 4-door sedan no tag
205 East 28 th Street	25088	Brown Charles D & Shirley V	Weeds and debris
205 East 29 th Street	25132	Brown Charles D & Shirley V	Weeds and debris
209 East 28 th Street	25089	Brown Charles D & Shirley V	Weeds, debris and inoperable vehicle: Red Nissan tag 1F4C8
213 East 28 th Street	25090	Brown Charles D & Shirley	Weeds and debris
216 East 29 th Street	25098	Brown Charles D & Shirley V	Weeds and debris
217 East 28 th Street	25065	Brown Charles D & Shirley V	Weeds and debris
222 South Quintard	66499	Leonard Kornella	Inoperable vehicles: white Ford Ranger tag 61CT461 and silver Volkswagen no tag
301 Chestnut Avenue	17939	Cannon Milton & Miranda	Inoperable vehicle: red Ford F-150 tag F83P
304 East 29 th Street	25069	Brown Charles D & Shirley V	Weeds and debris
308 East 29 th Street	25068	Brown Charles & Shirley	Weeds and debris
308 East 30 th Street	24951	Deal Janet E	Weeds, debris and inoperable vehicle: white Cadillac 11KP262
308 South Christine Avenue	66163	Buchanan George Jr & Clinton	Weeds and debris
313 Chestnut Avenue	18297	Prestige U S Holdings Inc.	Inoperable vehicles: black Honda tag unknown, blue and white Ford mustang tag unknown
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415 West 5 th Street	62939	Thomas John Jr & Casey C/O State of Alabama	Inoperable vehicle
1309 Champaign	20300	Campos-Naranjo Silvio Omar	Debris
1313 West 22 nd Street	56429	Ackey Lisa Delores	Weeds and debris
1819 Thomas Ave	1194	Lenz Michael Carl C/O Cofield Ronald	Weeds, debris, and stagnant pool
2801 Wilmer Ave	25086	Garrett Ellie	Inoperable vehicles: Black Mercedes tag unknown and Red Ford SUV tag unknown
2810 Patton Road	25066	Brown Charles & Shirley	Weeds and debris
2814 Patton Road	25067	Brown Charles D & Shirley V	Weeds and debris
2815 Patton Road	25071	Brown Charles & Shirley	Weeds and debris
3200 Noble Street	26109	Bingham Christopher L <i>et al</i>	Weeds and debris

RESOLUTION NUMBER 21-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 2021-04 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 **1st** day of **June 2021**.

**CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA**

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skylar Bass, City Clerk

Exhibit "A"
Group 2021-04 Grass/Debris/Vehicles

Address	PPIN	Owner	Violation
0 1 st Ave (78 Pelham Height)	57588	Mitchell Donald Belmont & Mary C	Weeds and debris
0 Carter St	30282	Rosencrantz Andrew & Altumura	Weeds and debris
21 West 19 th Street	20448	Moore Stewart James	Weeds and debris
25 West 19 th Street	20447	Moore Stewart James	Weeds and debris
68 Pelham Heights	2834	Woodrow Bobby	Weeds and debris
79 Pelham Heights	57587	Southern Willow Properties LLC	Weeds and debris
85 Pelham Heights	57595	Reaves Phillip R	Weeds and debris
200 East 29 th Street	25102	Rivas Kassandra	Weeds and debris
226 Cedar Lane	27204	Ukangsin Piyapong	Inoperable vehicles: black Chevrolet pickup tag unknown, silver BMW 325 no tag, red Toyota tag unknown, black Chevrolet step side pickup no tag
314 West Oak Street	18214	Stone Roger D (Estate)	Weeds and debris
408 West Oak Street	18215	Stone Dale (Estate)	Weeds and debris
618 East 22 nd Street	21606	Hill Jeromy Joseph	Airstream camper
905 Hillyer High	66902	McNabb Charles J	Weeds and debris
1324 Carter St	30446	Palmore Cora Lee	Inoperable vehicle: brown sedan tag unknown
1328 Carter St	30269	Rosencrantz Andrew & Altumura	Weeds and debris
1722 McDaniel Ave	30391	Harris Robert C/O State of Alabama	Weeds and debris
1812 Lynn Road	22372	Hyett Rhonda S	Weeds and debris
1815 Walnut Ave	19865	Lynch Arthur C/O Lynch Doris	Weeds, debris, and inoperable vehicles: gray Buick tag 11C17F0 and silver model and tag unknown
6213 Meadowlark Drive	27078	Thorson Ann	Inoperable vehicles: white with blue Chevrolet El Camino no tag, silver 4-door tag unknown
6216 Spruce Drive	27390	Scott Teresa	Weeds, debris, and inoperable vehicle: black Dodge 4 door sedan tag unknown
6217 Meadowlark Drive	27077	Christian Mal Cha	Inoperable vehicle: red Pontiac 6000 tag 25974AY



To: David Arnett, Public Works Director, City of Anniston, Anniston Regional Airport
Date: May 26, 2021
Re: Development of Recommended Development Plan for Anniston Regional Airport

Dear Mr. Arnett:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter proposal (the "Agreement") to the City of Anniston ("Client") for providing a Recommended Development Plan for Anniston Regional Airport.

Project Understanding

The City of Anniston and Anniston Regional Airport (the Airport or ANB) is interested in engaging Kimley-Horn to undertake a Future Airport Development Plan to develop, evaluate, and make recommendations for the future development options and opportunities for the Airport. This will include three (3) fundamental components that will be outlined in the below scope, including:

1. Alternatives Development
2. Feasibility Analysis
3. Recommended Development Plan

Throughout the above steps, Kimley-Horn will engage with local officials to solicit feedback to ensure that the recommendations are aligned with the current goals and vision for the Airport and the City of Anniston.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Project Management & Administration

Kimley-Horn will meet with the Airport at the start of the project to review scope, data collection processes, and overall schedule. We will prepare a meeting agenda for the meeting and circulate meeting minutes following the meeting. Other administrative tasks such as invoicing and regular correspondence with the Airport are included in this task.

Task 2: Meetings and Coordination

Throughout the life of this project, Kimley-Horn will schedule and host up to three (3) project update meetings to allow for a more iterative process throughout development. It is anticipated that two (2) of these meetings will be held via teleconference (Microsoft Teams) and one (1) will be held in-person and will be used as a larger scale advisory committee meeting that will include up to ten (10) stakeholders invited by the Airport. It is anticipated that these meetings will be held at the following times during the project:

- At the conclusion of Task 3 – Alternatives Development
- At the conclusion of Task 4 – Feasibility Analysis

- At the conclusion of Task 5 – Recommended Development Plan

Following each meeting, Kimley-Horn will provide the Airport with a brief summary email, outlining the findings of the meeting as well as next steps.

Task 3: Alternatives Development

To begin this effort, it is important to determine what the potential future alternatives for the airport are. In recent years, the Airport has undergone substantial change and now requires a comprehensive evaluation of all potential future options that may be available. Though not definitive, example alternatives include:

- Remove Part 139 airport certification
- Closing the airport
- Maintain existing airport infrastructure and Part 139 certification
- Reduce airport infrastructure (reduce runway length/width, remove apron space)
- Develop surrounding property for aeronautic and non-aeronautic development

It is anticipated that Kimley-Horn will develop up to eight (8) alternatives for evaluation. These alternatives will contain high-level concepts, including an exhibit, evaluate potential limitations to the alternative (development constraints, grant assurances, and City obligations), and provide a listing of potential concerns. Please note, this will not include a detailed operations and maintenance budget analysis but will provide a summary of presently known financial considerations. Once the final list of alternatives has been developed, Kimley-Horn will conduct the first project meeting (from Task 2) to select the top four (4) alternatives to be evaluated in Task 4 – Feasibility Analysis.

Task 4: Feasibility Analysis

With the four (4) selected alternatives from Task 3, Kimley-Horn will conduct feasibility analyses for each. Though not anticipated to be comprehensive in nature, these feasibility studies will seek to fulfill three core components:

- Market feasibility
- Technical feasibility
- Financial feasibility

To accomplish this, each analysis will be no longer than five (5) pages in length and contain the following sections that will be evaluated for each alternative:

- Strengths, weaknesses, opportunities, threats (SWOT) analysis of each alternative
- Environmental constraints
- Financial viability
- Land use/zoning constraints
- Utility impacts
- Impacts on the general public

Each of these feasibility analyses will be provided to the Airport and Kimley-Horn will conduct the second project meeting (from Task 2) to select the top alternative to be evaluated in Task 5 – Recommended Development Plan.

Task 5: Recommended Development Plan

With the selection of the preferred alternative in Task 4, Kimley-Horn will develop the final Recommended Development Plan for submittal to the Airport and the City. Building on the previously gathered information, this plan will include:

- Identification of individual projects to implement the Recommended Development Plan
- Identification of anticipated NEPA and permitting needs
- Estimates of probable cost for recommended projects
- Project phasing and airport development schedule
- 10-year draft Capital Improvement Program
- Cursory financial feasibility and funding analysis

Once complete, Kimley-Horn will conduct the third project meeting (from Task 2) to present the Recommended Development Plan.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Marketing and outreach documents
- Meetings or coordination with tenants or others not specifically identified in this scope

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS shapefiles and CADD drawings from the most recent master plan and ALP
- All current existing planning documents
- All current financial documents
- Local GIS and CADD files, including roadways, utilities, and others relevant to the project
- Other pertinent files held by the Airport and City as identified during development

Schedule

Upon notice to proceed, Kimley-Horn will work expeditiously to complete the tasks described herein. Following Task 1, we expect six (6) weeks for development and completion of Task 3 and well as the first project management meeting from Task 2. Following the first project management meeting, we anticipate Task 4 will require five (5) weeks, including the second project management meeting from

Task 2. Following the second meeting, Task 5 will require four (4) weeks, inclusive of the final project management meeting.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 5 for the total lump sum fee below. Individual task amounts are informational only.

Task	Budget
Task 1: Project Management & Administration	\$1,000
Task 2: Meetings and Coordination	\$8,000
Task 3: Alternatives Development	\$25,000
Task 4: Feasibility Analysis	\$20,000
Task 5: Recommended Development Plan	\$15,000
Expenses	\$500
Total:	\$69,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Anniston, Alabama. Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us [with a retainer of \$0.00]. We will commence services only after we have received a fully-executed agreement and a retainer in the amount of \$ \$0.00. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Ryan Wetherell, P.E. _____

Steven D. Folks _____

Agreed to this 26th day of May, 2021 City of Anniston, Alabama

City of Anniston, Alabama

By: _____

Printed Name and Title: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	
Mailing Address for Invoices	
Contact for Billing Inquiries	
Contact's Phone and e-mail	
Client is (check one) Owner Agent for Owner Unrelated to Owner	Owner <input type="checkbox"/> Agent for Owner <input type="checkbox"/> Unrelated to Owner <input type="checkbox"/>

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be

ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

RESOLUTIONS

RESOLUTION NUMBER 21-R-__

A RESOLUTION TO AMEND THE FY2021 BUDGET FOR THE GENERAL OPERATING FUND

WHEREAS, the City Council of the City of Anniston adopted the FY2021 Annual Budget on September 23, 2020;

NOW, THEREFORE, BE IT RESOLVED, the City Council of Anniston, Alabama in special session assembled, do approve amendments to the following budgets to reallocate General Fund monies:

DEPARTMENT	APPROVED BUDGET	2021 BUDGET AMMENDMENT	NOTES
REVENUE			
AD VALOREM TAXES-TAX COLLECT.	\$3,540,000.00	\$4,250,000.00	CURRENTLY AT 81% FOR YEAR
SPECIAL 5 MILL SCHOOL TAX-TX/C	\$1,400,000.00	\$2,000,000.00	95%
STATE AND COUNTY TAXES	\$25,000.00	\$30,000.00	87%
AD VALOREM TAX-COMM LIC/TAX CL	\$360,000.00	\$575,000.00	149%
CARES	\$0.00	\$1,000,000.00	INCOMING/RECEIVED
RESCUE ACT	\$0.00	\$6,500,500.00	INCOMING/RECEIVED
MDA DONATION	\$0.00	\$18,000.00	DONATION FOR BIKE/HORSE TRAIL EQUIPMENT
	TOTAL	TOTAL	DIFFERENCE
	\$5,325,000.00	\$14,373,500.00	\$9,048,500.00
EXPENSES			
FIRE DEPARTMENT			NOTES
510113 SICK LEAVE WAGES	\$25,000.00	\$35,000.00	COVID RELATED
530390 MISCELLANEOUS SERVICES	\$0.00	\$18,000.00	DONATION FOR BIKE/HORSE TRAIL EQUIPMENT
PUBLIC WORKS STREET			
570760 PROJECTS	\$3,876.00	\$200,000.00	NEEDED FOR NORMAL STREET REPAIRS
NON-DEPARTMENTAL			
CARES FUNDS	\$0.00	\$1,000,000.00	CARES FUNDS (PPE, SANITATION SUPPLIES, TEST SITE MATERIALS AND VEHICLES, REMOTE WORKING
RESCUE ACT FUNDS	\$0.00	\$6,500,500.00	RESCUE ACT FUNDS
LAND	\$0.00	\$30,000.00	ANNISTON WATER AND SEWER LAND ACQUISITION FOR LADIGA
Fines and Penalties	\$0.00	\$25,000.00	MOVING OF MONUMENT
OUTSIDE AGENCIES			
18510082 COMMUNITY FOUNDATION OF NE	\$30,000.00	\$70,000.00	SMALL BUSINESS/ANNISTON CHANGERS
TRANSFER OUT TO CAPITAL PROJECTS			
CAP PROJECTS TBD	\$2,806,660.00	\$4,035,536.00	DETAILS TBD
	TOTAL	TOTAL	DIFFERENCE
	\$2,865,536.00	\$11,914,036.00	\$9,048,500.00
		TOTAL REVENUE	\$9,048,500.00
		EXPENSES	\$9,048,500.00
		DIFFERENCE	\$0.00

PASSED AND ADOPTED this the ____ day of _____, 2021.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY _____
Jack Draper, Mayor

BY _____
Jay W. Jenkins, Council Member

BY _____
Demetric Roberts, Council Member

BY _____
Ciara Smith, Council Member

BY _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

ORDINANCES

ORDINANCE NO. 21-O-__

**AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 12, ARTICLE IV
OF THE CODE OF ORDINANCE AND TO ADOPT REGULATIONS
GOVERNING DISPOSAL AND PICKUP OF DEBRIS**

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

Section 1. The City of Anniston's ordinances, laws, and regulations governing Brush, Trash and Leaf Pickup, codified in Chapter 12, Article IV of "The Code of The City of Anniston, Alabama, 1981," and stated in Sections 12.81 through 12.88 therein, are hereby repealed in their entirety.

Section 2. The Council of the City of Anniston, Alabama hereby adopts and codifies Chapter 12, Article IV, Sections 12.81 through 12.87, as set forth herein, which shall state as follows:

ARTICLE IV. Debris Disposal and Collection.

Sec. 12.81. Definitions.

For the purposes of this article, the following words shall have the meanings respectively ascribed to them by this section:

(a) *Debris*: Any loose natural material consisting especially of trees, limbs, leaves, and grass.

(b) *Households*: Single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

(c) *Household waste*: Any solid or liquid material normally generated by the household in the course of ordinary day-to-day living and consumption, including but not limited to garbage, paper products, rags, or trash.

(d) *Person*: Any person, firm, partnership, association, corporation, company or organization of any kind.

(e) *Rubbish*: Any combustible and noncombustible waste materials; rubbish shall include the residue from the burning of wood, coal, and other combustible materials, paper, rags, cartons, boxes, cardboard boxes, wood, excelsior, rubber, leather, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials; rubbish shall also include useless or rejected objects, junk and items or things commonly referred to and considered as trash.

(f) *Vacant private property:* Any dwelling, house, building, or other structure that is temporarily or continuously uninhabited or vacant, including any yard, grounds, walk, or driveway thereof.

Sec. 12.82. Debris Collection.

(a) *One Collection per Household.* The City's collection of debris for any household or location shall be limited to one (1) truck load for each regular collection time.

(b) *Schedule for Regular Collection.* The City will collect all types of debris as time, manpower, and equipment allow.

(c) *Neat and Orderly Placement.* Any person placing debris for collection shall set and keep the debris in an orderly, neat manner and together at one location meeting the requirements of this Article.

(d) *No Obstructions.* Any person placing debris for collection, the owner of the household disposing of the debris, and/or the person in control of the household disposing of the debris shall ensure that the debris does not obstruct any sidewalks, streets, ways, gutters, or drainage facilities, the flow of vehicle or pedestrian traffic, or the flow of water from, over, across, or through the property, sidewalks, streets, ways, gutters, or drainage facilities.

(e) *Placement of Debris for Collection.* Any person placing debris for collection shall set and keep the debris in a location that is (i) near, but not within, the street or way, (ii) reasonably accessible to the City's employees, vehicles, and equipment, (iii) at least three feet (3') from any obstacles, such as mailboxes, poles, fences, and vehicles, (iv) at least three feet (3') from other types of debris placed for collection, and (v) clear of overhead obstacles that may interfere with the City's vehicles, vacuums, grapplers, and lifting apparatuses, such as wires, tree limbs, and building eaves.

(f) *Collection of Leaves and Grass.* The City will collect loose leaf and grass debris with vacuum trucks as its resources permit. The City will collect bagged leaf and grass debris during its regular curbside collection route. Loose or bagged leaf and grass debris shall be separated from all other types of debris. Loose leaf and grass debris shall be placed together in a location at least three feet (3') from any other types of debris, such as limbs, logs, brush, and appliances.

(g) *Collection of Limbs, Logs, and Brush.* The City will collect limbs, logs, and brush from the curbside as its resources permit, provided each item of limb, log, or brush debris has a diameter less than ten inches (10"), a length less than ten feet (10'), and weighs less than five hundred pounds (500 lbs.). Limbs, logs, and brush shall be placed together at a location at least three feet (3') from any other types of debris, such as leaves, grass, and appliances. The City shall not collect limbs, logs, and brush from vacant private property.

(h) *Refusal or Relocation of Debris.* The City may refuse to collect debris or require its relocation before collection when (i) the debris is placed for collection in a manner and location

that does not meet the requirements this Article, (ii) collecting the debris from the location may damage any private or public property or equipment, such as fences, utility poles, landscaping, vehicles, and loading equipment, or (iii) collecting the debris from the location may present a hazard or cause injury to any person.

Sec. 12.83. Items and Materials Not Collected.

The City shall not collect the following materials: (a) Tires; (b) Household waste; (c) Rocks and dirt; (d) Concrete; (e) Concrete block, (f) Brick, (g) Roofing materials; (h) Construction materials or construction waste; (i) Sheetrock; (j) Paint cans; (k) Pesticides; (l) Hazardous waste of any kind, including batteries, corrosives; (m) Rubbish and (n) Mixed materials (brush and leaves must be separated by 3 feet).

Sec. 12.84. Appliance Removal.

(a) Persons requiring removal of appliances, including stoves, refrigerators, freezers, water heaters, and air conditioners, shall purchase an appliance removal tag from the City before placing the appliance for collection. The appliance removal tag shall be placed and kept upon the appliance in such a manner as to be clearly visible.

(b) The City shall charge and collect the fees set by this Section before issuing any appliance removal tags:

(1) *Freon Appliance Tag*: The fee for an appliance removal tag for a refrigerator, freezer, air condition, or any other type of appliance containing freon shall be Twenty-Eight Dollars (\$28.00);

(2) *Freon-Removed Appliance Tag*: The fee for an appliance removal tag for a refrigerator, freezer, air condition or any other type of appliance containing freon shall be Five Dollars (\$5.00) with submission of a certificate showing that the freon has been removed from the appliance; and

(3) *Non-Freon Appliance Tag*: Five Dollars (\$5.00) for an appliance tag for collection and removal of any other appliance, including stoves, water heaters, washing machines, and dryers.

(c) The City shall not collect and remove any appliance unless the proper appliance removal tag is attached thereto.

Sec. 12.85. Depositing Materials in Streets or Gutters.

(a) It shall be unlawful for any person to sweep or deposit any debris, household waste, rubbish, or any other material or article into the public streets, sidewalks, alleys, ways, easements, gutters, or drainage facilities that may impede or obstruct the flow of water from, over, across, or through the property, sidewalks, streets, alleys, ways, gutters, or drainage facilities.

(b) It shall be unlawful for any person to sweep or deposit any debris, household waste, rubbish, or any other material or article into the public streets, sidewalks, alleys, ways, easements, gutters, or drainage facilities that may clog the public's storm drainage system.

(c) It shall be unlawful for any person to sweep or deposit any debris, household waste, rubbish, or any other material or article into the public streets, sidewalks, alleys, ways, easements, gutters, or drainage facilities that may cause an obstruction to traffic or pedestrians.

Sec. 12.86. Contractors.

(a) It shall be the responsibility of all fence companies, roofers, landscape contractors, building contractors, lawn services, tree services or any person acting as a contractor or engaged in the business of performing work on private property to remove from the premises all residue, debris, household waste, rubbish, materials, or articles of any kind used in, resulting from, or relating to the work. When the work is performed by a permit issued by the City, or when a permit is required for the work, the person performing the work or granted the permit shall remove all such materials before final inspection of the work by the City. In the event the contractor, business or person performing the work does not remove all residue, debris, household waste, rubbish, materials, or articles of any kind used in, resulting from, or relating to the work, the owner of the property or the person in control of the property or the work shall remove the materials from the property. The City shall not collect said materials from the property.

(b) Contractors, business, or persons engaged in the care and maintenance of lawns for commercial or residential properties shall remove and clear all debris resulting from their work, including grass, leaf, limbs, logs, and brush debris, from the public streets, alleys, ways, easements, and property. In the event that the City is required to clean, sweep, or remove any such materials from the public streets, alleys, ways, easements, and property, the City shall charge and collect a fee from the contractor, business, or person performing the work to reimburse the City for its costs for cleaning, sweeping or removing the materials.

Sec. 12.87. Quarterly Bulk Pickup

On a quarterly basis bulk trash pickup roll off containers will be placed in each ward for solid dry waste.

Sec. 12.88. Prohibited Acts.

(a) It shall be unlawful for any person to place debris near, along, or adjacent to any public streets, alleys, ways, easements, and property within the City unless placed in accordance with this Article.

(b) It shall be unlawful for any person to throw, dump, place, leave or deposit debris, household waste, rubbish, and any other waste, trash, garbage, or refuse materials on any public streets, alleys, ways, easements, and property within the City.

(c) It shall be unlawful for any person to throw, dump, place, leave or deposit household waste, rubbish, and any other waste, trash, garbage, or refuse materials on private property unless placed within an authorized container from the City's solid waste contractor(s) and in a manner that prevents such materials from being carried or deposited by the elements onto any public streets, alleys, ways, easements, and property within the City.

(d) It shall be unlawful for the owner or person in control of any private property within the City to fail to keep and maintain the premises free of loose household waste, rubbish, and any other waste, trash, garbage, or refuse materials.

(e) It shall be unlawful for any person acting as a building contractor, landscaping contractor, tree or brush removal contractor, or engaged in the business of performing work on private property to leave any debris, household waste, rubbish, or any other waste, trash, garbage, or refuse materials for collection and removal by the City.

Section 3. Chapter 12, Article IV, Sections 12.81 through 12.87 of "The Code of The City of Anniston, Alabama, 1981," as stated above in Section 2 of this ordinance, shall be the law of the City of Anniston, Alabama, enacted by its governing body, and shall govern and regulate the matters and activities specified therein within the corporate limits of the City of Anniston.

Section 4. This ordinance shall take effect upon its adoption and publication as required by law.

PASSED AND ADOPTED on this the ____ day of _____, 2021.

COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk