

**CITY OF ANNISTON**  
**October 5, 2021**  
**5:30 P.M.**

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
  - September 21, 2021 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

**I. PUBLIC HEARING -None**

**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 - None**

### **III. CONSENT AGENDA**

- (a)** Resolution authorizing the submission of a grant application with the Economic Development Administration under the Travel, Tourism, and Outdoor Recreation Program
- (b)** Resolution authorizing the submission of a grant application with the Alabama Department of Economic and Community Affairs under the Recreation Trails Grant Program
- (c)** Resolution authorizing the submission of an application for an Airport Improvement Project for Fiscal Year 2022 for the Anniston Regional Airport
- (d)** Resolution authorizing the Mayor to execute a Memorandum of Agreement with East Alabama Regional Planning and Development Commission with regard to the Environmental Protection Agency Cooperative Agreement
- (e)** Motion to award bid for up to three (3) 2021 ½Ton Crew Cab Pickup truck for Anniston Police Department to Sunny King Ford in the amount of \$30,135.00 each
- (f)** Motion to award bid for up to seven (7) 2021 Police Utility Vehicles 4-door AWD for the Police Department to Sunny King Ford in the amount of \$33,100.00 each
- (g)** Motion to award bid for one (1) 2021 full size ¾ tone Crew Cab Pickup for the Anniston Police Department to Sunny King Ford in the amount of \$33,000.00
- (h)** Motion to award bid for police vehicle equipment for up to six (6) 2021 or newer SUV's for the Anniston Police Department in the amount of \$7,788.00 each for a total of \$46,728.00
- (i)** Motion to award bid for police vehicle equipment for one (1) 2021 or newer model SUV for the Anniston Police Department in the amount of \$6,954.00
- (j)** A motion to award bid police vehicle equipment for up to four (4) 2021 or newer model full sized body pickup trucks for the Anniston Police Department in the amount \$3,054.30 each for a total of \$12,217.20

### **IV. ORDINANCES**

- (a)** Ordinance adopting Chapter 11, Article II, Division 1, Section 11.13.1 of the Code of Ordinances Regarding Maintenance and Reporting of Fire and Life Safety Records  
**1<sup>st</sup> Reading**
- (b)** Ordinance adopting Chapter 34, Article VI of the Code of Ordinances to require registration of vacant properties **1<sup>st</sup> Reading**
- (c)** Ordinance declaring interest in real property to be surplus and authorizing termination of Reverter Clause **1<sup>st</sup> Reading**

### **V. RESOLUTIONS**

- (a)** Resolution authorizing Professional Services and Technology Agreement
- (b)** Resolution authorizing the City Manager to execute an Agreement with East Alabama Regional Planning and Development Commission for redistricting services

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

## VII. PUBLIC COMMENTS

### 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 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. Members of the general public who would like to address the City Council during the Public Comment portion of the meeting, may do so in accordance with the rules outlined in Ordinance 21-O-22 adopted by the City Council on November 2, 2020 as stated:

**Section 12.** Members of the public may address the Council or speak on matters of public concern during the period of the meeting agenda reserved for public comments, subject to the following procedures:

(a) No person shall be allowed to speak during public comments unless he or she submits a Request to Speak During Public Comments form to the Office of the City Manager no later than 3:00 P.M. on the Friday before the Council meeting. The request shall identify the speaker by name and residential address and shall specify the date of the meeting in which the speaker desires to offer public comments.

(b) The period for public comments shall be open to the **first ten (10) persons** who submit a timely request to speak during the meeting at hand.

(c) In advance of each meeting, the City Manager shall provide the Council a list of the persons authorized to speak during the period for public comments, not to exceed ten (10) persons, which shall identify the speakers in the order in which their requests were made. The presiding officer shall call on each person from the list. Once recognized, each person shall be provided no more than **three (3) minutes** to complete his or her public comments.

(d) Those persons who make a timely request, after the first ten (10) requests, shall be first on the list of persons authorized to speak during the period for public comments in the next meeting, unless he or she asks to be removed from the list.

**Section 13.** All comments made by members of the Council shall be restricted to the matter under consideration and shall be addressed to the presiding officer, except during the period of the meeting reserved for Council Comments. All comments made by members of the Council shall be restricted to three (3) minutes, unless the presiding officer grants exception for good cause.

**Section 14.** No comments shall be permitted by a member of the Council or by a member of the public that is of a disparaging nature or which would constitute a personal attack on the integrity of any member of the Council or the staff of the City.

Once the speaker has been recognized to speak, he/she 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 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.

## VIII. COUNCIL COMMENTS

## ADJOURNMENT

## MINUTES

Anniston, Alabama

September 21, 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, September 21, 2021, at approximately 5:42 o'clock p.m.

Jack Draper, Mayor, prayed the Invocation.

Jack Draper, Mayor, 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.

Bruce Downey, City Attorney, was present.

Steven Folks, City Manager, was present.

Council Member Roberts made a motion to waive the reading of and approve the minutes of the September 7, 2021 regular meeting. 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, Draper; nays: none. The motion carried and the September 7, 2021 regular meeting minutes were approved.

Mayor Draper made a motion to adopt the agenda with the additions of an ordinance declaring real property to be surplus and authorizing conveyance and a motion to authorize support of and commitment to provide the 10% match to Healthy Homes grant. 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 amended agenda was adopted.

Mayor Draper introduced a special recognition of the Anniston Barracuda Swim Team.

Mayor Draper introduced a board confirmation of Walker David Mason II to the Historic Preservation Commission.

Mayor Draper opened a public hearing to receive public comments on the reconsideration of the City Manager's proposed Budget for the City of Anniston for fiscal year October 1, 2021 through September 30, 2022.

Julie Borrelli, Finance Director, read the following proposed changes to the budget:

- Delete phone and postage for City Council -\$3000
- Golf
  - Increase repair and maintenance of buildings/equipment to \$2500
  - Increase rentals to \$45000
  - Increase projects to \$9000
  - Food Services and Special Events
  - Increase food services cost of sales-food to \$113000

- Increase advertising for food services to \$1500
- Increase salaries and wages to \$275725
- Reduce Farmers Market to \$150000
- Fire Tax to General Fund Fire Department
  - Move \$21000 for Communications-Phone and Postage (from fire tax to GF)
  - Move \$110000 for Utilities (from fire tax to GF)
  - Move \$40000 from Contracts and Agreements (from fire tax to GF)
  - Move \$3795 from Computer Equipment (from fire tax to GF)

Additionally, it is proposed that we reallocate the remaining \$460000 from FY 21 budget as follows:

- \$125000 Satcher Health Clinic
- \$75000 Improvements to Airport Fire Station
- \$30000 Painting of Historic McClellan Fire Station
- \$140000 Roofing and interior improvements to Cane Creek Restaurant and Golf Shop
- \$40000 Accessibility and Cosmetic Improvements to Hill Golf Building
- \$15000 Replace damaged cart path sections at Cane Creek Golf Course
- \$25000 Recycling initiative as defined through the Comprehensive Plan.

Mayor Draper closed the public hearing to receive public comments on the reconsideration of the City Manager's proposed Budget for the City of Anniston for fiscal year October 1, 2021 through September 30, 2022.

Mayor Draper made a motion for passage and adoption of Resolution adopting the budget for Fiscal Year 2022. 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, Draper; nays: none. The motion carried and the resolution was passed and adopted. (21-R-68)

Council Member Jenkins made a motion to approve the consent agenda:

- (a) Resolution appointing a member to the Historic Preservation Commission (21-R-69)
- (b) Resolution authorizing an amendment to Program Year 2017, 2018, and 2019 Annual Action Plans under the Homes Investment Partnership Act (HOME) Program (21-R-70)
- (c) Motion to award the bid for CDBG 2021 Resurfacing Project No. 2020-846-CDG Project No. R930021069 to Massey Asphalt Paving in the amount of \$124,940.00
- (d) Motion to approve the recommendation to reject the bid for the Glen Addie Community Center Re-roof Project in the amount of \$109,850.00 and re-bid the project

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

Mayor Draper introduced a resolution allocating Coronavirus State and Local Fiscal Recovery Funds toward Water and Sewer Infrastructure Project

Council Member Jenkins made a motion for passage and adoption of a resolution allocating Coronavirus State and Local Fiscal Recovery Funds toward Water and Sewer Infrastructure Project. The motion was seconded Council Member Roberts and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, Draper; nays: none. The motion carried and the resolution was passed and adopted. (21-R-71)

Mayor Draper introduced a resolution allocating Coronavirus State and Local Fiscal Recovery Funds toward employee premium pay and vaccine incentive.

Mayor Draper made a motion for passage and adoption of a resolution allocating Coronavirus State and Local Fiscal Recovery Funds toward employee premium pay and vaccine incentive. The motion was seconded by Council Member Jenkins.

Council Member Smith stated that she does not agree with the vaccine incentive, and sees it as a waste of funds. She stated that employees are choosing to get the vaccine, which is free to pretty much everyone then that is your choice. She stated that she looks at this as a bribery thing. She stated that the city should not have to pay employees to force them to get the vaccine or encourage employees to get it.

Steven Folks, City Manager, stated that this is to incentivize those employees who have already been vaccinated.

Council Member Smith made a motion to remove section 2, regarding a onetime lump sum vaccination incentive bonus, from the resolution. The motion was seconded by Council Member Jenkins.

Council Member Jenkins stated that he agrees with Council Member Smith, that it is a personal preference of getting the vaccine or not. He stated that the council can decide to adjust those numbers from \$1,000.00 for full time employees and \$500.00 for part time employees to \$1,200 and \$700 and just be done with it.

Council Member Harris' comments were inaudible.

Mayor Draper stated that he does not feel it is appropriate for government to mandate the vaccine but to incentivize here to get more employees vaccinated that will ultimately reduce absenteeism and cost overall of additional health care costs. He stated that he is still in support of the \$200.00 incentive.

And on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, and Harris; nays: Mayor Draper. The motion carried and the amendment passed.

Council Member Jenkins made a motion to amend the resolution to change section 1, items 1 and 2 regarding the one-time lump sum employee bonus for full-time and part time employees from \$1,000.00 for full time employees and \$500.00 for part time employees to \$1,200 and \$700. The motion was seconded by Mayor Draper.

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 and the amendment passed.

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 amended resolution was passed and adopted.

Mayor Draper introduced and read the Ordinance declaring real property to be surplus and authorizing conveyance (21-O-14)

Council Member Jenkins made a motion for unanimous consent for immediate consideration of an ordinance declaring real property to be surplus and authorizing conveyance. The motion was seconded by Council Member Roberts 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.

Mayor Draper made a motion for passage and adoption of an ordinance declaring real property to be surplus and authorizing conveyance (21-O-14). 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 ordinance was passed and adopted.

Council Member Jenkins made a motion to authorize the support of and commitment to provide the 10% match to Healthy Homes grant program. The motion was seconded by Council Member Roberts 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.

Council Member Jenkins stated that CLUE is having a command performance Thursday night at Monteith Amphitheater.

Council Member Roberts stated that the children in Anniston are doing it right. He stated that they should start modeling themselves after the children. He asked the citizens to do what they can to wear their masks and stay protected.

Mayor Draper thanked everyone for coming out. He stated that passing the budget is very important part of the city's process.

Mayor Draper made a motion to adjourn into executive session to discuss the consideration that the governing body is willing to offer when considering the purchase, sale, exchange, lease or market value of real property and the council will not be returning after executive session to discuss matters that were discussed in the executive session. 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 council was adjourned into executive session at approximately 6:24 o'clock p.m.

# CONSENT AGENDA

**RESOLUTION NO. 21-R-\_\_\_**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE  
ECONOMIC DEVELOPMENT ADMINISTRATION UNDER THE TRAVEL, TOURISM, AND  
OUTDOOR RECREATION PROGRAM**

**WHEREAS** the Economic Development Administration has the authority to award grants under the Travel, Tourism, and Outdoor Recreation Program; and

**WHEREAS** the City of Anniston needs grant assistance to prepare a master plan for trail development that will serve the museums and botanical gardens property and further the ecotourism initiative for economic development throughout the region.

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

1. The City of Anniston is authorized to submit a grant application in the amount of \$60,0000 under said program;
2. The City of Anniston will commit \$15,000 in local share commitment; and
3. That the Mayor of the City of Anniston is authorized to sign any and all documents to secure said grant.

**PASSED and ADOPTED** this the **5<sup>th</sup>** day of **October, 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:

\_\_\_\_\_  
Skylar Bass, City Clerk

## **RESOLUTION EXPLANATION**

**PURPOSE:** Authorize submission of grant application and commit local share

**PROGRAM:** Tourism, Travel and Outdoor Recreation

**AGENCY:** Economic Development Administration (EDA)

**DEADLINE:** Rolling Deadline

### **PROJECT DESCRIPTION:**

The preparation of a Master Plan for trail development on the property that serves the Anniston Museum of Natural History, the Berman Museum, and the Longleaf Botanical Gardens. EDA funds will focus on master planning and Jacksonville State University will be responsible for updating the Economic Impact Study to include the proposed project.

### **GRANT/LOCAL FUNDING:**

EDA Grant	\$ 60,000
Local Share	\$ 15,000
TOTAL	\$ 75,000

**PREPARED BY:** Louise Campbell, L.P. Campbell Company 9/8/2021

**RESOLUTION NO. 21-R-\_\_\_**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE  
ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS UNDER THE  
RECREATION TRAILS GRANT PROGRAM**

**WHEREAS**, the Alabama Department of Economic and Community Affairs has the authority to award grants under the Recreational Trails Grant; and

**WHEREAS**, the City of Anniston needs grant assistance to renovate the trails serving the Anniston Museum of Natural History.

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

1. The City of Anniston is authorized to submit a grant application in the amount of \$150,400 under said program,
2. The City of Anniston will commit 20% in local share to the total project cost; and
3. The City of Anniston commits to retain the trail improvements for at least 25 years; and
4. That the Mayor of the City of Anniston is authorized to sign any and all documents to secure said grant.

**PASSED and ADOPTED** this the 5<sup>th</sup> day of **October, 2021**.

CITY COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

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Jack Draper, Mayor

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Jay Jenkins, Council Member

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Demetric Roberts, Council Member

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Ciara Smith, Council Member

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Millie Harris, Council Member

ATTEST:

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Skylar Bass, City Clerk

## **RESOLUTION EXPLANATION**

**PURPOSE:** Authorize submission of grant application and commit local share

**PROGRAM:** Recreational Trails Program

**AGENCY:** Alabama Department of Economic and Community Affairs (ADECA)

**DEADLINE:** October 12, 2021

### **PROJECT DESCRIPTION:**

Renovation of walking trails that serve the Bird of Prey Exhibits and the Learning Lodge. Improvements will include resurfacing, drainage facilities, and ADA compliance.

### **GRANT/LOCAL FUNDING:**

ADECA Grant	\$150,400
Local Share	\$ 37,600 plus the cost of engineering
TOTAL	\$188,000

**PREPARED BY:** Louise Campbell, L.P. Campbell Company 9/8/2021

**RESOLUTION NO. 21-R-\_\_\_**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR AN AIRPORT IMPROVEMENT PROJECT FOR THE ANNISTON REGIONAL AIRPORT FOR FISCAL YEAR 2022**

**WHEREAS**, the City of Anniston intends to apply for state matching funds for an Airport Improvement Project for the Anniston Regional Airport during fiscal year 2022.

**BE IT RESOLVED**, by the City of Anniston as follows:

1. That the City of Anniston is authorized to make an application for Airport Improvement Funding Assistance from the Federal Aviation Administration and the State of Alabama Department of Transportation, for the purpose of undertaking a project in fiscal year 2022 to make improvements at the Anniston Regional Airport.
2. That the application be submitted for and on behalf of the City of Anniston by its City Manager who is authorized by this resolution to sign the application and any related forms or documents on behalf of the City of Anniston.
3. That the City of Anniston is authorized to enter into an Airport Improvement Funding Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking a project to make improvements at the Anniston Regional Airport, with partial funding provided by the State of Alabama.
4. That the agreement be executed in the name of the City of Anniston for and on behalf of the City of Anniston by its City Manager.
5. That the authority of the City of Anniston to enter into contracts with the Federal Aviation Administration and the State of Alabama has been reviewed by the City's attorney, and in his/her opinion, the City of Anniston is duly authorized to commit the City of Anniston to an agreement with the Alabama Department of Transportation.

**BE IT FURTHER RESOLVED**, that the City of Anniston hereby affirms that the local matching share of funds in the amount required for this Airport Improvement Project has been officially approved, placed into the budget of the airport and is available for expenditure upon execution of the State of Alabama's Funding Agreement and the start of the project.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of **September, 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

**RESOLUTION NO. 21-R-\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT  
WITH EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION WITH  
REGARD TO THE ENVIRONMENTAL PROTECTION AGENCY COOPERATIVE AGREEMENT**

**WHEREAS**, the City of Anniston has been notified that East Alabama Regional Planning and Development Commission was awarded a Brownfield Coalition Assessment Grant in the amount of \$600,000.00, with no local match required, by the Environmental Protection Agency (EPA) with regard to EPA Cooperative Agreement No. BF02D08621; and

**WHEREAS**, said grant period is effective October 1, 2021 through September 30, 2024; and

**WHEREAS**, the City of Anniston and the City of Sylacauga have been named Coalition members for the grant; and

**WHEREAS**, activities funded through the grant may include environmental assessments and cleanup planning;

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

**Section 1.** That Jack Draper, Mayor of the City of Anniston be and he is hereby authorized, directed and empowered to execute a Memorandum of Agreement with East Alabama Regional Planning and Development Commission to assist with the redevelopment of abandoned, idle, or underutilized properties where expansion or redevelopment is hindered by actual or perceived environmental conditions.

**Section 2.** That Skyler Bass, City Clerk of the City of Anniston be and she is hereby directed to attest to the Mayor's execution of said agreement and to affix the Seal of the City thereto.

**PASSED and ADOPTED** this the 5<sup>th</sup> day of **October, 2021**.

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

**BROWNFIELDS ASSESSMENT COALITION  
MEMORANDUM OF AGREEMENT  
BETWEEN THE FOLLOWING PARTIES:**

**East Alabama Regional Planning and Development Commission  
City of Anniston, AL  
City of Sylacauga, AL**

This Memorandum of Agreement (MOA) documents the roles and responsibilities of the various parties involved in the Brownfield Coalition Assessment Grant awarded to the East Alabama Regional Planning and Development Commission (EARPDC) with regard to EPA Cooperative Agreement No: BF02D08621.

1. On October 1, 2021 the Environmental Protection Agency (EPA) awarded the Cooperative Agreement to the Lead Coalition Member, the EARPDC. The grant period of the Cooperative Agreement is October 1, 2021 through September 30, 2024. The EARPDC is responsible to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the Coalition are in compliance with the terms and conditions.
2. It is the responsibility of the EARPDC to provide timely information to the other Coalition Members regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
3. The Coalition Members are the EARPDC, the City of Anniston, AL and the City of Sylacauga, AL. The contact information for each Member is as follows:

Tyler Ferrell Dir., Planning & Development EARPDC PO Box 2186 Quintard Tower, Suite 300 1130 Quintard Avenue Anniston, AL 36202 tyler.ferrell@earpdc.org	Toby Bennington Director, Planning & Development City of Anniston PO Box 2168 1128 Gurnee Avenue Anniston, AL 36202 tbennington@anniston.al.gov	Mike Whetstone City of Sylacauga P.O. Box 390 301 N. Broadway Avenue Sylacauga, AL 35150 mwhetstone@sylacaugaal.gov
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4. Activities funded through the Cooperative Agreement may include brownfield site inventory preparation, site selection criteria development, assessments, planning (including cleanup and reuse planning) relating to brownfield sites, preparation of outreach materials and implementation,

and other eligible activities. The EARPDC may retain consultant(s) and contractors under 2 CFR 200.317-326 to undertake various activities funded through the cooperative agreement and may award sub-grants to other Coalition Members under 2 CFR 200.330 for assessment projects in their geographic areas. Sub-grantees are accountable to the EARPDC for proper expenditure of funds.

5. The Lead Coalition Member will procure the consultant(s) in compliance with 2 CFR 200.317-326 requirements. The Lead Coalition Member issued the Request for Proposals (RFP) or Request for Qualifications (RFQ) and is the entity responsible for receipt of the submitted proposals and selection and award of contracts.

6. The Lead Coalition Member, in consultation with the other Coalition Members, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the Cooperative Agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility.

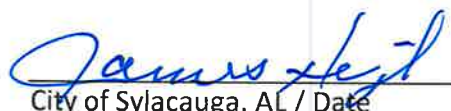
7. Upon designation of the specific sites, it will be the responsibility of the EARPDC to work with the other Coalition Members in whose geographic area the site is located to finalize the scope of work for the consultant and/or contractor. It will be the responsibility of this member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities the EARPDC may assist in securing necessary site access agreements and permits.

8. The Lead Coalition Member is responsible for ensuring that other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the EARPDC and the Coalition Member in whose geographic area the site to be assessed is located.

Agreed:

\_\_\_\_\_  
East Alabama Regional Planning Commission / Date  
Lead Coalition Member Representative

\_\_\_\_\_  
City of Anniston, AL / Date  
Coalition Member Representative

  
\_\_\_\_\_  
City of Sylacauga, AL / Date

Coalition Member Representative

**FACT SHEET**

**SUBJECT:** Evaluation of bids for the purchase of up to three (3) 2021 ½ Ton Crew Cab Pickup Trucks for the Police Department.

**FACTS:** General Fund Expenditure\*

**VENDORS SUBMITTING BIDS**

Sunny King Ford	\$30,135.00
Stivers Ford	No Response
Buster Miles	No Response

**RECOMMENDATION:** The bid should be awarded to Sunny King Ford for the amount of \$30,135.00/each.

**FACT SHEET**

**SUBJECT:** Evaluation of bids for the purchase of up to seven (7) 2021 Police Utility Vehicles 4 door AWD for the Police Department.

**FACTS:** General Fund Expenditure\*

**VENDORS SUBMITTING BIDS**

Sunny King Ford	\$33,100.00
Stivers Ford	No Response
Buster Miles	No Response

**RECOMMENDATION:** The bid should be awarded to Sunny King Ford for the amount of \$33,100.00/each.

**FACT SHEET**

**SUBJECT:** Evaluation of bids for the purchase of up to one (1) 2021 full sized  $\frac{3}{4}$  ton Crew Cab Pickup for the Police Department.

**FACTS:** General Fund Expenditure\*

**VENDORS SUBMITTING BIDS**

Sunny King Ford	\$33,000.00
Stivers Ford	No Response
Buster Miles	No Response

**RECOMMENDATION:** The bid should be awarded to Sunny King Ford for the amount of \$33,000.00/each.

**FACT SHEET**

**SUBJECT:** Evaluation of bids for the purchase for the purchase of police vehicle equipment for up to six (6) 2021 or newer model SUV's for the Police Department.

**FACTS:** General Fund Expenditure\*

**VENDORS SUBMITTING BIDS**

	Each	Total
ProLogic ITS	\$8,791.03	\$52,746.16
Dana Safety Supply	\$7,788.00	\$46,728.00
Mobile Communications America	\$8,560.00	\$51,360.00

**RECOMMENDATION:** The bid should be awarded to Dana Safety Supply for the total amount of \$46,728.00

**FACT SHEET**

**SUBJECT:** Evaluation of bids for the purchase for the purchase of police vehicle equipment for one (1) 2021 or newer model SUV for the Police Department.

**FACTS:** General Fund Expenditure\*

**VENDORS SUBMITTING BIDS**

ProLogic ITS	\$7,851.59
Dana Safety Supply	\$6,954.00
Mobile Communications America	\$7,311.00

**RECOMMENDATION:** The bid should be awarded to Dana Safety Supply for the total amount of \$6,954.00

**FACT SHEET**

**SUBJECT:** Evaluation of bids for the purchase for the purchase of police vehicle equipment for up to four (4) 2021 or newer model full sized body pickuptrucks for the Police Department.

**FACTS:** General Fund Expenditure\*

**VENDORS SUBMITTING BIDS**

	Each	Total
ProLogic ITS	\$5,326.94	\$21,307.76
Dana Safety Supply	\$3,054.30	\$12,217.20
Mobile Communications America	\$2,172.45	\$8,689.80

**RECOMMENDATION:** The bid should be awarded to Dana Safety Supply for the total amount of \$12,217.20.

## **ORDINANCES**

**ORDINANCE NO. 21-O-\_\_**

**ADOPTING CHAPTER 11, ARTICLE II, DIVISION 1, SECTION 11.13.1  
OF THE CODE OF ORDINANCES REGARDING MAINTENANCE AND  
REPORTING OF FIRE AND LIFE SAFETY RECORDS**

WHEREAS, the Council of the City of Anniston, Alabama is charged with the protection of the public health, safety, and welfare of the citizens of the City of Anniston;

WHEREAS, the Council has established the Fire Prevention Division within the Anniston Fire Department and conferred upon the Division the responsibility for the inspection, regulation, and enforcement of the technical codes, ordinances, and regulations of the City governing fire, property, and building maintenance and safety, as specified in Section 11.6 of the Code of Ordinances;

WHEREAS, the Council desires to adopt and implement an inspection reporting system for all commercial occupancies within the police jurisdiction of the City to provide for the collection, maintenance, organization and storage of inspection, testing, and maintenance records pertaining to said occupancies;

WHEREAS, the Council finds that the inspection reporting system will improve the efficiencies and the volume of the fire, property, and building maintenance and safety inspections and enhance compliance with the codes, ordinances, and regulations within the scope of the Fire Prevention Division;

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

Section 1. The Council hereby enacts and adopts Chapter 11, Article II, Section 11.13.1 of "The Code of the City of Anniston, Alabama, 1981," which shall state in its entirety as follows:

**Sec. 11.13.1. – Records maintenance and reporting system.**

(a) *Maintenance of Records.* The owner or person in charge of any building, structure, facility, or complex that is used, or designed to be used, for commercial, manufacturing, industrial, or business purposes, including multi-family dwellings, shall keep and maintain on the premises thereof the following records for a minimum of three years from the date of the for a minimum of three years from the date of the inspection, test, or maintenance:

- (1) All records pertaining to the inspections, tests, and required maintenance conducted at the prescribed intervals in the current, governing technical codes, ordinances, and regulations adopted by the City pertaining to the following fire and life safety systems: Automatic Fire Sprinkler Systems; Fire Alarm Systems; Commercial Hood Systems; Standpipe Systems; Private Hydrant Systems; Fire Pumps; Spray Paint Booths; Emergency Generators; and Clean Agent Suppression Systems.

- (2) All records, reports, and certificates prepared by any City approved third-party certified building inspector.

(b) *Reporting of Records Pertaining to Life Safety Systems.* The qualified licensed fire protection contractor responsible for the inspections, testing, and maintenance of the life safety systems identified in Subsection (a)(1), above, shall submit copies of all records required to be kept and maintained to the third-party inspection reporting system as designated by the Fire Marshal. The third-party inspection reporting system may charge the contractor a reporting, submission, processing, maintenance, or other fee, provided the total amount of the fee or fees charged by the designated third-party reporting system shall not exceed twenty dollars (\$20.00) per life safety system each year.

Section 2. This ordinance shall have force and effect in the police jurisdiction of the City of Anniston and shall take effect immediately upon the expiration of the thirtieth day following its passage and adoption and publication as required by law.

Section 3. The City Clerk shall publish this ordinance in The Anniston Star, a newspaper of general circulation published within the City of Anniston, Alabama, and shall submit a copy of this ordinance and proof of publication and 30-day notice of its applicability within the police jurisdiction to the Alabama Department of Revenue for posting on the Atlas Alabama state website in accordance with Ala. Code § 11-40-10.

PASSED AND ADOPTED on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**ORDINANCE NO. 21-O-\_\_**

**ADOPTING CHAPTER 34, ARTICLE VI OF THE CODE OF ORDINANCES  
TO REQUIRE REGISTRATION OF VACANT PROPERTIES**

WHEREAS, the presence of vacant residential and commercial properties constitutes a threat to the public health, general welfare, and safety of the residents of the City of Anniston;

WHEREAS, improperly maintained and secured vacant and/or foreclosed properties can become a hazard to the health and safety of persons who may come on or near the property and can adversely affect the aesthetic and economic attributes of communities thereby depreciating property values and contributing to the deterioration of surrounding neighborhoods;

WHEREAS, residential and commercial properties for which the mortgage foreclosure has commenced are at risk of abandonment resulting in vacant properties and depreciating property values that contribute to the deterioration of surrounding neighborhoods;

WHEREAS, the presence of vacant residential and commercial properties may necessitate expensive and disproportionate expenditures of public funds for preservation of the property, prevention of crime, and maintenance of adequate police, fire, and accident protection;

WHEREAS, City officials and employees are hampered in their efforts to enforce municipal codes without information regarding the current status and ownership of vacant residential property;

WHEREAS, it is in the best interest of the City of Anniston to ensure sufficient information is made available to City officials and employees to assure effective maintenance and preservation of vacant residential property;

WHEREAS, The Council for the City of Anniston finds that there is a need to establish a vacant and/or foreclosure real property registry as a mechanism to protect property values in neighborhoods for all property owners by requiring owners, creditors and other interested parties to provide the city with official information for contacting a party responsible for bringing vacant and/or foreclosed real property into compliance with applicable provisions of the municipal code.

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

Section 1. The Council for the City of Anniston hereby enacts and adopts Chapter 34, Article VI, Sections 34.43 through 34.49 of The Code of The City of Anniston, 1981, which shall state in its entirety as follows:

**CHAPTER 34 – HEALTH, SAFETY, AND SANITATION**

**ARTICLE VI – REGISTRATION OF VACANT PROPERTIES**

### **Sec. 34.43. – Definitions.**

As used in this Article, the followings words shall have the meanings ascribed below.

(1) “Agent” means an individual with a place of business in this state in which he or she is authorized to accept inquiries, notices, and service of process on behalf of a vacant or foreclosed real property owner.

(2) “Commercial or Industrial Building” means a building, structure, facility, or complex, or part thereof, located within the corporate limits of the City of Anniston that is used, or designed to be used, for any private manufacturing, industrial, or commercial business purposes whether or not legally zoned for such use. A multi-family residential property with more than four (4) dwelling units shall be a Commercial or Industrial Building.

(3) “Creditor” means a federal or state-chartered bank, savings bank, savings and loan association, credit union, mortgagee, and any entity acting on behalf of the creditor named in the debt obligation including, but not limited to, servicers;

(4) “Owner” means any person, heirs at law, executors, administrators, co-partnership, association, corporations, fiduciary, or other legal entity having a legal or equitable title or any interest in any real property.

(5) “Residential Property” means real property located within the corporate limits of the City of Anniston with one (1) to four (4) dwelling units.

(6) “Vacant” means a Commercial or Industrial Building or Residential Property with no legal resident or tenant. Evidence of vacancy includes any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include but are not limited to overgrown or dead vegetation, accumulation of flyers, mail, or trash, disconnected utilities, the absence of window coverings or furniture, and statements by neighbors, delivery persons, or government employees.

### **Sec. 34.44. – Registration.**

(1) Upon knowledge of a Commercial or Industrial Building or Residential Property being vacant, the Owner and/or Creditor shall within 15 days register the property as a vacant property with the Building and Safety Division of the City of Anniston.

(2) Upon initiating the legal process to foreclose real property, but no later than upon filing a complaint of foreclosure, or upon executing a deed in lieu of foreclosure on a Commercial or Industrial Building or Residential Property, and a registration as prescribed in Subsection 1, above, has not yet been completed, the Creditor shall within 7 days register the property as a property in foreclosure with the Building and Safety Division of the City of Anniston.

(3) Registration shall include the address of the property, the name and contact information of the Agent for the Creditor, if applicable, the name and contact information for a

property preservation company or property manager, if applicable, along with any additional information deemed necessary by the Fire Marshal or his/her designee, in his capacity as director of the Building and Safety Division.

(4) A Creditor is required to update the registration form with all pertinent information when (a) a Commercial or Industrial Building or Residential Property becomes vacant at any time after submission of the registration required by Subsection (2), above, (b) a Creditor files a complaint of foreclosure or executes a deed in lieu of foreclosure at any time after submission of the registration required by Subsection (2), above, (c) a Creditor acquires title to the property at sheriff/foreclosure sale, or (d) any previously provided information (*i.e.* name or contact information of agent or property preservation vendor) changes.

(5) The City may utilize a third-party to administer the program and cause or direct all relevant information to be submitted to the third-party administrator.

#### **Sec. 34.45. – Maintenance.**

(1) The Owner or Creditor of a vacant Commercial or Industrial Building or Residential Property is required to conduct regular inspections, at the minimum once a month, to ensure property is compliant with all City building, housing, and property maintenance codes.

(2) For all properties registered pursuant to Section 34.44, if the City determines the property is in violation of any ordinance regulating a nuisance, the City may notify the Owner or Creditor of the violation by providing notice of the violation by electronic mail, and/or certified mail, return receipt requested to the person(s) identified on the submitted registration form.

(3) The City may require the Owner to correct the violation and may require Creditor to correct the violation to the extent consistent with the terms of the mortgage or other rights and interests in the property.

(4) A notice of violation shall include a description of the conditions that give rise to the violation and shall provide a period of not less than seven days (7) days to remedy the violation from the Owner's or Creditor's receipt of the notice. The Building and Safety Division may require expedited maintenance actions in certain emergency situations, such as vandalism, unsecured entranceways, and criminal activity, etc.

#### **Sec. 34.46. – Enforcement.**

(1) The Owner's or Creditor's failure to remedy the violation within the period required by the notice of violation shall be an offense against the City of Anniston and shall be punishable by a fine not to exceed Five Hundred Dollars (\$500.00) per offense. The Fire Marshal and any assistant Fire Marshals with APOSTC certification may issue a citation to the Owner or Creditor for violations of the provisions of this Article.

(2) Any Owner or Creditor that fails to register Commercial or Industrial Building or Residential Property shall be subject to a civil fine of one hundred dollars (\$100) payable to the city for each day of delinquency.

#### **Sec. 34.47. – Administrative Fees.**

(1) Any Owner or Creditor of a Commercial or Industrial Building required to be registered by this Article shall pay to the City a registration fee in the amount of Four Hundred Dollars (\$400.00) per year.

(2) Any Owner or Creditor of a Residential Property required to be registered by this Article shall pay to the City a registration fee in the amount of Two Hundred Dollars (\$200.00) per year.

(3) The registration of a Commercial or Industrial Building or Residential property shall be valid for one year from the date of registration. The Owner or Creditor shall renew the registration annually so long as the property meets the criteria requiring registration as established by this Article. The Owner or Creditor shall pay a renewal registration fee in the same amount as the initial registration fee.

(4) The City may contract with a third-party administrator to assess, charge, and collect all registration and renewal fees due and payable pursuant to this Article. In such event, the Owner or Creditor shall pay the registration and renewal fees directly to the contracted third-party administrator.

(5) For properties registered under Section 34.44(1), the Owner or Creditor is not required to renew the registration when, before the expiration of one year from the date of registration or renewal, the property is legally re-occupied, or the property is transferred to an unaffiliated third-party.

(6) For properties registered under Section 34.44(2), the Creditor is not required to renew the registration when, before the expiration of one year from the date of registration or renewal, the foreclosure action is dismissed, or the property is transferred to an unaffiliated third party. If the foreclosure action is dismissed however the property remains vacant, the annual renewal is still required.

(7) The Creditor is not required to renew the registration when, before the expiration of one year from the date of registration or renewal, the Creditor releases the lien and removes the Creditor's interest in the property.

#### **Sec. 34.48. – De-Registration.**

When any registered property that transfers to an unaffiliated third party, or the foreclosure action is dismissed, and the property is occupied, or is legally re-occupied and not subject to a foreclosure action, or the registering Creditor releases the lien, the Owner or Creditor shall de-

register the property using the forms and instructions provided by the City or its third-party administrator.

**Sec. 34.49. – Exemptions.**

(1) The Fire Marshal or his/her designee may exempt a property from the registration and fee requirements of this Article in the following instances:

(a) The property is habitable wherein all building systems are in sound working order which is evidenced by the issuance of a Certificate of Occupancy, and the building and grounds are maintained in good order, and the building is being actively marketed for sale or rental and actively maintained. Evidence of property being marketed for sale or rent could include but not limited to, retaining a licensed real estate agent or broker to list the property for sale or rent, taking out advertisements in various media forms such as, newspapers and online services, and need to be provided to the designated municipal official. The Building and Safety Division may request additional information, for example any available photos, price, and agent information.

(b) An owner submits plans to the Building and Safety Division demonstrating that the property will be rehabilitated and restored to productive use and occupancy within twelve (12) months following the initial property registration along with a certified letter from a licensed contractor or architect stating that the property is capable of being rehabilitated and restored to productive use and occupancy within the twelve (12) months following the initial property registration, provided, the property is actively maintained in the interim. The Building and Safety Division may request additional information, for example any available photos, plot plan, layout plan, etc.

(c) The Owner certifies to the Building and Safety Division that the vacancy is a result of damage from a natural disaster in the past six (6) months and the Owner is actively seeking insurance proceeds or Federal/State assistance to rehabilitate the property. The Owner is required to update the Building and Safety Division monthly until property is rehabilitated.

(d) The Owner certifies the vacancy is a result of a fire in the past 30 days and the Owner is actively seeking insurance proceeds to rehabilitate the property. The Owner is required to update the Building and Safety Division monthly until property is rehabilitated.

(e) The Owner certifies to the designated municipal official that the vacancy is not an abandonment and is utilized as a vacation home, or conversely the property is vacant while the owner resides at a vacation home and the subject property is actively maintained.

(f) The Owner is on active duty with any branch of the U.S. Armed Services.

(2) In determining whether to grant a request for exemption, the Fire Marshal or his/her designee shall consider the following:

(a) The applicant's prior record as it pertains to the city's housing, building, fire, and property maintenance code violations.

(b) The amount of vacant property that the applicant currently has within the City and the length of time that the property for which the exemption is sought has been vacant.

(c) The proximity of the vacant property to a school or other properties that require additional safety considerations.

Section 2. This Ordinance shall become effective immediately upon its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

PASSED AND ADOPTED 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

**ORDINANCE NO. 21-O-\_\_**

**AN ORDINANCE DECLARING INTEREST IN REAL PROPERTY TO BE SURPLUS  
AND AUTHORIZING TERMINATION OF REVERTER CLAUSE**

WHEREAS, by a General Warranty Deed (the “Deed”) which was recorded on July 17, 2015, in Deed Book 3190, at Page 806, in the Probate Office of Calhoun County, Alabama, the City of Anniston, Alabama (the “City”) conveyed fee simple title to the land described on Exhibit A, attached hereto (the land being hereinafter referred to as the “Victoria Hotel Property”), to Marsh Properties, Inc. (“MP, Inc.”) in accordance with and subject to the June 18, 2015 Development Agreement by and between the City and MP, Inc.;

WHEREAS, the Deed includes a provision that title to the Victoria Hotel Property shall automatically revert to, and vest in, the City (the “Reverter Clause”) in the event the Victoria Hotel Property ceases to be operated a hotel for more than one hundred eighty (180) consecutive days except for certain excused events;

WHEREAS, the Reverter Clause was intended to secure and protect the City’s interest in the Victoria Hotel Property and the Development Agreement in the event that MP, Inc. did not keep and perform its commitment to expend not less than One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars to renovate the Victoria Hotel Property within twelve (12) months from July 1, 2015;

WHEREAS, MP, Inc. has fully performed its commitments under the Development Agreement, and the City has achieved its economic development objectives with respect to the redevelopment of the Victoria Hotel Property;

WHEREAS, the City, MP, Inc., and the current owner of the Victoria Hotel Property, Finial, LLC, as evidenced by the Warranty Deed recorded in Deed Book 3272, Page 797, in the Probate Office of Calhoun County, Alabama, desire to terminate and release the Reverter Clause and the City’s retention of a reversionary interest with respect to the Victoria Hotel Property, subject to the current owner’s agreement to a restrictive covenant requiring that the Victoria Hotel Property may only be used and operated as a hotel for a period ending on June 30, 2031, as stated in more detail in Paragraph 5 of the Acknowledgement of Compliance with Development Agreement and Termination of Reverter Clause (“Acknowledgment and Termination”), attached hereto as Exhibit B;

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

Section 1.     Declaration of Surplus Real Property. It is hereby established and declared that the City's reversionary interest in the Victoria Hotel Property, as evidenced by the Reverter Clause in the Deed, is a surplus real property interest to the City and no longer used or needed by the City for municipal purposes.

Section 2.     Execution of Acknowledgement and Termination. The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Anniston, Alabama, the Acknowledgment and Termination and to take such further actions as are necessary to effectuate, keep, and perform the terms and conditions thereof.

Section 3.     Effective Date. This ordinance shall become effective immediately upon its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this ordinance to be published one time in said newspaper.

PASSED and ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 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

**ORDINANCE NO. 21-O-\_\_**

**AN ORDINANCE DECLARING INTEREST IN REAL PROPERTY TO BE SURPLUS  
AND AUTHORIZING TERMINATION OF REVERTER CLAUSE**

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**EXHIBIT A**

**LEGAL DESCRIPTION**

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Lots 11 and 12 and an unplatted part of Block 10, Anniston City Land Company, as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; said portions of Block 10 being more particularly described, in total, as follows:

Beginning at a capped rebar at the Northwest corner of Lot 12, Block 10; thence South 00 deg. 32 min. 21 sec. East 420.00 feet to the observed North right of way line of East 16th Street; thence Easterly along the irregular meanderings of said right of way line as follows: South 68 deg. 47 min. 04 sec. East a chord length of 110.02 feet; South 84 deg. 51 min. 24 sec. East a chord length of 105.39 feet; North 82 deg. 13 min. 30 sec. East a chord length of 100.64 feet; North 69 deg. 58 min. 24 sec. a chord length of 109.56 feet to the observed West right of way line of Quintard Avenue (aka U.S. Highway 431); thence North 00 deg. 33 min. 56 sec. West along said right of way line 231.20 feet to a 1 inch pipe at the Southeast corner of Lot 3; thence South 89 deg. 24 min. 44 sec. West along the South line of said lot 220.12 feet; thence North 00 deg. 34 min. 18 sec. West 189.17 feet to the observed South right of way line of East 17th Street; thence South 89 deg. 55 min. 23 sec. West along said South right of way line 80.00 feet to a 3/8 inch pipe; thence North 89 deg. 56 min. 10 sec. West 109.86 feet to the point of beginning; situated, lying and being in the City of Anniston, Calhoun County, Alabama.

The above-described property is also described as follows:

**Parcel One:**

Part of Block No. 10 according to the Map of the City of Anniston Land Company's Plat as being recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama, and being more particularly described as follows:

Beginning at the Southwest corner of Lot No. 11 of Block No. 10 in the City of Anniston, Alabama, of the Anniston Land Company's Map as recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama; thence East along the South line of Lot No. 11 and a projection thereof of 220.0 feet to the Southwest corner of Lot No. 2 of Block 10; thence South 48.8 feet; thence East 190.0 feet to the West line of Quintard Avenue; thence South along the West line of Quintard Avenue 231.2 feet to the Northwest intersection of 16th Street and Quintard Avenue; thence Southwesterly along the Northern line of 16th Street along a curve to the right having a radius of 445 feet and an arc distance of 426.1 feet to the Northeast

intersection of 16th Street and Wilmer Avenue; thence North along the East line of Wilmer Avenue 280.0 feet to the point of beginning.

Parcel Two:

The East 80 feet of Lots 11 and 12, in Block 10, according to the map of Anniston City Land Company recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Three:

The West 110 feet of Lot 11, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Four:

The West 110 feet of Lot 12, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

**ORDINANCE NO. 21-O-\_\_**

**AN ORDINANCE DECLARING INTEREST IN REAL PROPERTY TO BE SURPLUS  
AND AUTHORIZING TERMINATION OF REVERTER CLAUSE**

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**EXHIBIT B**

**ACKNOWLEDGMENT AND TERMINATION**

**THE VICTORIA HOTEL PROPERTY**

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THIS INSTRUMENT PREPARED BY:

JAY F. PUMROY, ESQ.  
WILSON, DILLON, PUMROY & JAMES, L.L.C.  
1431 LEIGHTON AVENUE  
POST OFFICE BOX 2333  
ANNISTON, ALABAMA 36207  
TELEPHONE (256) 236-4222

ACKNOWLEDGEMENT OF COMPLIANCE WITH DEVELOPMENT AGREEMENT  
AND  
TERMINATION OF REVERTER CLAUSE

THIS ACKNOWLEDGEMENT OF COMPLIANCE WITH DEVELOPMENT AGREEMENT AND TERMINATION OF REVERTER CLAUSE (this "Acknowledgement and Amendment Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") and being that date this Acknowledgement and Amendment Agreement is last executed by all signatories) by and between the City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama, which has a mailing address of Post Office Box 2168, Anniston, Alabama 36202 (hereinafter sometimes referred to as the "City"), Marsh Properties, Inc., a corporation organized and existing under the laws of the State of Alabama, which has a mailing address of Post Office Box 2365, Anniston, Alabama 36202 (hereinafter sometimes referred to as the "Corporation") and Finial, LLC, a limited liability company organized and existing under the laws of the State of Alabama, which has a mailing address of Post Office Box 2365, Anniston, Alabama 36202 (hereinafter sometimes referred to as the "Current Owner").

RECITALS:

WHEREAS, the City and Corporation entered into that certain Development Agreement dated as of June 18, 2015 (the "Development Agreement"), under the terms of which the City agreed to transfer to the Corporation certain land located in the City of Anniston, Alabama, which land is more particularly described on Exhibit "A" attached hereto (hereafter, the "Victoria Hotel Property") in exchange for the agreement by the Corporation to fulfill certain obligations as described in the Development Agreement;

WHEREAS, the City and Corporation recorded, or cause to be recorded, a General Warranty Deed (the "Deed") which was recorded on July 17, 2015, in Deed Book 3190, at Page 806, in the Probate Office of Calhoun County, Alabama, which Deed conveyed fee simple title to the Victoria Hotel Property from the City to Corporation;

WHEREAS, the Development Agreement, inter alia, imposed an obligation on the Corporation to expend not less than One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars to renovate the Victoria Hotel Property within twelve (12) months from July 1, 2015;

WHEREAS, the Corporation fulfilled its obligation under the Development Agreement to expend not less than One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars to renovate the Victoria Hotel Property within twelve (12) months from July 1, 2015, in addition to all other obligations imposed on the Corporation under the terms and provisions of the Development Agreement;

WHEREAS, the Deed includes a provision that title to the Property (i.e., the Victoria Hotel Property) shall automatically revert to, and vest in, the City (the “Reverter Clause”) in the event the Victoria Hotel Property ceases to be operated a hotel for more than one hundred eighty (180) consecutive days except for certain excused events;

WHEREAS, on or about November 12, 2020, the Corporation transferred ownership of the Victoria Hotel Property to Current Owner as evidenced by Warranty Deed recorded in Deed Book 3272, Page 797, in the Probate Office of Calhoun County, Alabama; and

WHEREAS, the City, the Corporation and Current Owner desire to confirm their understanding and agreement that all terms of the Development Agreement have been met and, in addition, to evidence their mutual agreement to terminate the Reverter Clause and the retention of a reversionary interest by the City with respect to the Victoria Hotel Property.

#### AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby expressly acknowledged by the City and Corporation, the City, Corporation and Current Owner do hereby agree as follows:

1. Recitals. the City and Corporation acknowledge and agree that the above Recitals are true and accurate in all respects.
2. Capitalized Terms. Any capitalized terms used in this Acknowledgement and Amendment Agreement and not defined herein shall have the meanings ascribed thereto in the Development Agreement.
3. Default under Development Agreement. The City and Corporation each affirm to the other that, to the respective knowledge, information and belief of each, there exists no default under the Development Agreement and all terms and provisions imposed on, respectively, the City and the Corporation under the Development Agreement have been satisfied.
4. Termination of Reverter Clause. The City agrees that the Reverter Clause is terminated as of the Effective Date, shall no longer be in effect and the City shall no

longer retain, have or hold a reversionary interest with respect to the Victoria Hotel Property.

5. Hotel Operation Covenant. Notwithstanding the termination of the Reverter Clause, the Current Owner acknowledges and agrees that the Victoria Hotel Property may only be used and operated as a hotel together with amenities normally found in first class hotels operated on a twenty-four hours per day, seven days a week basis with housekeeping services, food and beverage services, room service and meeting services (the “Hotel Operation Covenant”) for a period ending on June 30, 2031 (the “Mandatory Hotel Operating Period”). The Hotel Operation Covenant shall end at midnight on June 30, 2031. Thereafter, the Victoria Hotel Property may be used for any purpose permitted by the zoning ordinances and all other applicable regulations of the City of Anniston.

6. Termination of Development Agreement. The Development Agreement shall terminate on the Effective Date and neither the City nor Corporation shall have any further obligation to the other with respect to the Development Agreement, *with the exception of* (i) any matter expressly identified in the Development Agreement to survive the termination of the Development Agreement and (ii) any matter expressly identified in this Acknowledgement and Amendment Agreement to survive the termination of the Development Agreement including, without limitation, the continuing Hotel Operation Covenant which shall remain applicable until expiration of the Mandatory Hotel Operating Period.

7. Governing Law. This Acknowledgement and Amendment Agreement shall be governed exclusively by the laws of the State of Alabama without regard to conflict of law principles.

8. Counterparts. This Acknowledgement and Amendment Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which, when taken together, shall constitute a single agreement.

9. Binding Effect. This Acknowledgement and Amendment Agreement shall be binding upon, and shall inure to the benefit of, the City and Corporation and their respective successors and assigns.

10. Ordinance. The City executes this Acknowledgement and Amendment Agreement in accordance with City of Anniston City Council Ordinance No. 21-0-\_\_\_\_\_.

*Signatures appear on pages which follow.*

*Remainder of page is blank.*

IN WITNESS WHEREOF, the City, Corporation and Current Owner have caused this Acknowledgement and Amendment Agreement to be executed by their duly authorized representatives as of the Effective Date.

City:

City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama

Attest:

By: \_\_\_\_\_  
Steven Folks, its City Manager

By: \_\_\_\_\_  
Skylar Bass, its City Clerk

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Steven Folks and Skylar Bass, whose names as, respectively, City Manager and City Clerk of City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama, are signed to the foregoing Acknowledgement and Amendment Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as capacity as City Manager and City Clerk and with full authority, executed the same voluntarily on behalf of City of Anniston, a municipal corporation organized and existing under the laws of the State of Alabama, on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[SEAL]

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

Corporation:

Marsh Properties, Inc., an Alabama corporation

By:\_\_\_\_\_  
A.C. Marsh, its President

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that A.C. Marsh, whose name as President of Marsh Properties, Inc., an Alabama corporation, is signed to the foregoing Termination of Development Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as President and with full authority, executed the same voluntarily on behalf of Marsh Properties, Inc., an Alabama corporation, on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[SEAL]

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

Current Owner:

Finial, LLC, an Alabama limited liability company

By:\_\_\_\_\_  
A.C. Marsh, Member

By:\_\_\_\_\_  
Ginger S. Marsh, Member

STATE OF ALABAMA

NOTARY ACKNOWLEDGEMENT

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that A.C. Marsh and Ginger S. Marsh, whose names as Members of Finial, LLC, an Alabama limited liability company, are signed to the foregoing Termination of Development Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as the Members and with full authority, executed the same voluntarily on behalf of Finial, LLC, an Alabama limited liability company, on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

[SEAL]

Exhibit "A"

Lots 11 and 12 and an unplatted part of Block 10, Anniston City Land Company, as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; said portions of Block 10 being more particularly described, in total, as follows:

Beginning at a capped rebar at the Northwest corner of Lot 12, Block 10; thence South 00 deg. 32 min. 21 sec. East 420.00 feet to the observed North right of way line of East 16th Street; thence Easterly along the irregular meanderings of said right of way line as follows: South 68 deg. 47 min. 04 sec. East a chord length of 110.02 feet; South 84 deg. 51 min. 24 sec. East a chord length of 105.39 feet; North 82 deg. 13 min. 30 sec. East a chord length of 100.64 feet; North 69 deg. 58 min. 24 sec. a chord length of 109.56 feet to the observed West right of way line of Quintard Avenue (aka U.S. Highway 431); thence North 00 deg. 33 min. 56 sec. West along said right of way line 231.20 feet to a 1 inch pipe at the Southeast corner of Lot 3; thence South 89 deg. 24 min. 44 sec. West along the South line of said lot 220.12 feet; thence North 00 deg. 34 min. 18 sec. West 189.17 feet to the observed South right of way line of East 17<sup>th</sup> Street; thence South 89 deg. 55 min. 23 sec. West along said South right of way line 80.00 feet to a 3/8 inch pipe; thence North 89 deg. 56 min. 10 sec. West 109.86 feet to the point of beginning; situated, lying and being in the City of Anniston, Calhoun County, Alabama.

The above-described property is also described as follows:

Parcel One:

Part of Block No. 10 according to the Map of the City of Anniston Land Company's Plat as being recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama, and being more particularly described as follows:

Beginning at the Southwest corner of Lot No. 11 of Block No. 10 in the City of Anniston, Alabama, of the Anniston Land Company's Map as recorded in Plat Book B, at Page 415, in the Probate Office of Calhoun County, Alabama; thence East along the South line of Lot No. 11 and a projection thereof of 220.0 feet to the Southwest corner of Lot No. 2 of Block 10; thence South 48.8 feet; thence East 190.0 feet to the West line of Quintard Avenue; thence South along the West line of Quintard Avenue 231.2 feet to the Northwest intersection of 16<sup>th</sup> Street and Quintard Avenue; thence Southwesterly along the Northern line of 16<sup>th</sup> Street along a curve to the right having a radius of

445 feet and an arc distance of 426.1 feet to the Northeast intersection of 16<sup>th</sup> Street and Wilmer Avenue; thence North along the East line of Wilmer Avenue 280.0 feet to the point of beginning.

Parcel Two:

The East 80 feet of Lots 11 and 12, in Block 10, according to the map of Anniston City Land Company recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Three:

The West 110 feet of Lot 11, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

Parcel Four:

The West 110 feet of Lot 12, in Block 10, according to the map of Anniston City Land Company as recorded in Plat Book A, Page 415-B, in the Probate Office of Calhoun County, Alabama; situated in the City of Anniston, Calhoun County, Alabama.

## **RESOLUTIONS**

**RESOLUTION NO. 21-R-**

**AUTHORIZING PROFESSIONAL SERVICES AND TECHNOLOGY AGREEMENT**

WHEREAS, the Council for the City of Anniston has adopted Section 11.13.1 to require the maintenance and reporting of inspection, testing, and maintenance records pertaining to certain building, fire, and life safety systems;

WHEREAS, Brycer, LLC will provide the City "The Compliance Engine" as a third-party inspection reporting system to enable the collection, maintenance, organization and storage of inspection, testing, and maintenance records required to be maintained and reported by Section 11.13.1;

WHEREAS, the Council finds that "The Compliance Engine" is uniquely capable of meeting the technical requirements needed for a capable and effective third-party inspection reporting system, and Brycer, LLC is professionally skilled and equipped to provide the necessary system and services;

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

The City Manager is hereby authorized to execute the agreement with Brycer, LLC, attached hereto, for access and use of The Compliance Engine and the services provided for therein. The Fire Chief and Fire Marshal are authorized and directed to take such actions as are necessary and appropriate to implement, use, and maintain The Compliance Engine as the third-party inspection reporting system in accordance with Section 11.13.1 of The Code of the City of Anniston, 1981.

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

## SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between the CITY OF ANNISTON, ALABAMA, a municipal corporation (the “Client”), and MUNIREG LLC, an Ohio limited liability company (“MuniReg”).

### RECITALS

- A. Client is a municipal corporation and political subdivision of the State of Alabama;
- B. Vacant and/or abandoned properties located within the Client’s jurisdiction, including those that are in the foreclosure process (each, a “Property,” and collectively, the “Properties”), increasingly are in violation of the Client’s laws, regulations, codes, and ordinances (collectively, the “Codes”), pertaining to the care of lawns and exterior maintenance;
- C. These Properties are significant health and welfare issues, and are a significant contributing factor to neighborhood blight within the Client’s jurisdiction;
- D. To address these issues related to the maintenance of vacant and/or abandoned Properties; Ordinance No. \_\_\_\_\_, titled “Adopting Chapter 34, Article VI of the Code of Ordinances to Require Registration of Vacant Properties” (“Ordinance”) was adopted by the Client on the \_\_\_\_ day of \_\_\_\_\_, 2021;
- E. Pursuant to the authority granted under the Ordinance, the Client desires to enter into this Agreement with MuniReg to provide services authorized pursuant to the Ordinance (as further described below, the “Services”), to register vacant and/or abandoned properties (each, a “Registration”), thereby allowing the Client to enforce compliance efficiently and proactively with the Codes; and
- F. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties and will collect on behalf of Client any registration fees associated with such registrations (the “Registration Fees”).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement and Services. During the Term of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached **Exhibit A** (the “Services”). MuniReg agrees to cause the Services to be provided by it hereunder in a timely, professional, and workmanlike manner. In performing under this Agreement, MuniReg will comply with the Ordinance, the Codes, and all other laws, rules, regulations, and regulatory and health and safety guidelines that may be applicable to the MuniReg, the Services, and the Properties. MuniReg further represents to the Client and agrees that neither its entering into this Agreement, nor its carrying out of the provisions hereof, will violate any agreement, oral or

written, to which it is a party or by which it is bound. The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

2. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date. This Agreement shall remain in effect for a period of three years (the “Term”), unless terminated pursuant to the terms of this Section 2.

(b) Termination. Either party may terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg’s property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; or (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations. This Agreement may also be terminated by either party with or without cause, immediately upon thirty (30) calendar day’s prior written notice to MuniReg. Finally, this Agreement will automatically terminate if MuniReg’s authority to perform the Services under the Ordinance is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination or expiration of this Agreement, MuniReg will cease all services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination or expiration of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, 9, and 10 shall survive such termination or expiration and remain in effect, as well as any provision that ought reasonably be construed to survive such termination or expiration. Upon any termination or expiration of this Agreement: (a) each party shall promptly (and in no case more than 10 calendar days) return to the other or destroy all data, materials, and other property of MuniReg then held by it (and all copies thereof provided that MuniReg may keep a copy for 6 months after termination); and (b) MuniReg shall promptly (and in no case more than 10 calendar days) remit to the Client any Registration Fees owed to the Client under the terms of **Exhibit A** (less any fees or other amounts payable to MuniReg under the terms of **Exhibit A**). In addition, for a period of six (6) months following the termination or expiration of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing Services to the Client and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

3. Compensation.

(a) Payment for Services; Expenses. Client will compensate MuniReg for the Services in the amounts agreed upon and set forth in **Exhibit A**. Except as explicitly provided on the attached **Exhibit A**, the Services will be provided by MuniReg at its sole cost and expense.

(b) Taxes. The charges specified on the attached **Exhibit A** shall be deemed not to have included taxes. Client shall thus also be responsible for all sales, use, property, value added or similar taxes, if any, but not taxes related to income based on the Services provided, but excluding taxes based upon MuniReg's net income. If MuniReg is required to pay such taxes, the taxes shall be billed to the Client and the Client agrees to pay to MuniReg (within thirty days) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Client.

4. Independent Contractor Status. MuniReg shall always be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall always be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established, or provided by Client for its employees.

5. Warranties and Indemnification.

(a) MuniReg Warranties. MuniReg warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (b) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Ordinance, all other applicable laws, regulations, codes, and ordinances; and (c) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Indemnification. MuniReg will defend, indemnify, and hold the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and

affiliates, and their respective successors and assigns, harmless from any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual or alleged infringement or any U.S. or foreign patents, trademarks or copyrights or for actual or alleged violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or in combination with other materials, or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder. The Client will defend, indemnify, and hold MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns, harmless from any Damages arising solely from the negligence, unskillfulness, or carelessness of Client's employees, subject to all immunities, privileges, or other legal protections afforded to municipalities under Alabama law. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim) unless it agrees otherwise.

(c) Client Obligations.

- i. In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Ordinance, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.
- ii. Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Ordinance, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

(d) Limitation of Damages. Notwithstanding Section 5(b) or any other term or provision contained herein to the contrary, the liability of MuniReg and/or its principals, agents, and affiliates to Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns, shall in all cases be limited to the fees actually received by MuniReg for Services performed hereunder, as calculated for the twelve (12) month period immediately preceding the date of the event which gave rise to the claim for liability under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED

OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. Any claim by Client arising from, or relating to, this Agreement or the Services must be brought within one (1) year from the date such claim arose. The foregoing limitation shall not apply in the case of claims or other Damages arising from: (i) a party's gross negligence, willful misconduct, or intentional breach; or (ii) a party's breach of Section 6 (Intellectual Property), Section 7 (Confidentiality), or Section 9 (Non-Solicitation). In all cases, the Client's indemnification obligations hereunder will be subject to the limitations set forth in Section 5(b) above.

## 6. Intellectual Property

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any intellectual property rights of MuniReg, or any of its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 6(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will include any suggestions, ideas, enhancement requests, feedback, recommendations, or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality, or operation of the Services.

(b) License to Client. Notwithstanding Section 6(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a perpetual, royalty-free, non-exclusive, transferable, right and license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

## 7. Confidentiality

(a) Generally. Subject to Freedom of Information Act request or the Alabama public records laws, during the Term of this Agreement and beyond, each party (for purposes of this Section 7, the "Receiving Party") will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 7, the "Disclosing Party"), any confidential information relating to such Disclosing Party's business, trade secrets, information, data, know-how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the

“Confidential Information”). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party’s performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party’s performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 7) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party’s services, products, or technology.

(d) Compelled Disclosure. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) Client Information. All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the “Client Information”) shall, as between the parties, be the property of the Client, and shall be provided by

MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Data for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies, of drawings and specifications, for information, reference, and internal use in connection with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to Freedom of Information Act ("FOIA") or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) Audit and Inspection Rights. MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the "Retention Period"). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days and shall be conducted in a manner to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

8. Insurance. Throughout the term of this Agreement, MuniReg shall maintain the following policies of insurance: (a) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Seller's employees are located; and (b) error and omissions insurance and comprehensive liability insurance, with coverages and deductibles that are normal and customary taking into account MuniReg's business activities and the nature of the Services provided hereunder. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and non-contributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required insurance coverages which shall be freely available to Client upon request. The insurance required by this Section 8 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

9. Restrictions. Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce, any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 9 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

10. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained within this Agreement. There are no representations, agreements, arrangements, or undertakings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. If any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties' other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the state of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Alabama. Any legal action arising out of or relating to this Agreement, the Services,

or the transactions contemplated by this Agreement will be brought in the state or Federal courts located in Calhoun County, Alabama, and each party hereto consents to the exclusive personal jurisdiction of such courts and each party agrees not to bring any action or proceeding arising out of or relating to this Agreement, the Services, or the transactions contemplated hereby in any other courts. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval, or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:

City of Anniston, Alabama  
P.O. Box 2168  
Anniston, Alabama 36202  
E-mail: citymanager@anniston.al.gov  
Attention: City Manager

To MuniReg:

MuniReg LLC  
2940 Noble Road, Suite 202  
Cleveland, Heights, Ohio 44121  
E-mail: mhalpern@munireg.com  
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 10(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the post-mark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; provided; however, that MuniReg will be permitted to transfer or

assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, or other cause not the fault of the affected party (a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchaser, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploring additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached **Exhibit A**.

**[remainder of page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties have executed this Services Agreement as of the Effective Date first above written.

**“Client”**

**CITY OF ANNISTON, ALABAMA**

By:\_\_\_\_\_

Print Name: Steven Folks

Its: City Manager

**“MuniReg”**

**MUNIREG LLC**

By:\_\_\_\_\_

Michael Halpern, President

## **Exhibit A**

### **Services**

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Ordinance and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.
2. MuniReg will electronically provide for registration of required properties pursuant to the Ordinance.
3. MuniReg will pay for all expenses related to registration of required Properties.
4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.
5. MuniReg will charge a Registration Fee as directed by the Client to each registrant for each Property pursuant to the Ordinance.
6. MuniReg shall retain 50% of each collected Registration Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) no later than the 15th day of the following month with respect to each month during the Term of this Agreement.
7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.
8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Ordinance to enable compliance. The website [www.MuniReg.com](http://www.MuniReg.com) will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.

**RESOLUTION NO. 21-R-\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
WITH EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION FOR  
REDISTRICTING SERVICES**

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

**Section 1.** That Steven D. Folks, Sr., as City Manager of the City of Anniston, Alabama, is hereby authorized, directed and empowered for and in the name of the City of Anniston to execute an agreement for redistricting services.

**Section 2.** That Skyler Bass, as City Clerk, is hereby authorized, directed and empowered for and in the name of the City to attest to the execution of said agreement and to affix the seal of the City thereto.

**PASSED** and **ADOPTED** this the 5<sup>th</sup> day of October , 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

**AGREEMENT BY AND BETWEEN THE  
EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION  
AND THE CITY OF ANNISTON**

**THIS AGREEMENT**, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the East Alabama Regional Planning and Development Commission, a public non-profit corporation operating under the laws of the State of Alabama, enacted under Act No. 1126, 1969 Legislative session, with its offices located at 1130 Quintard Avenue, Anniston, Alabama (hereinafter called the Commission) and the City of Anniston (hereinafter called the City), shall become effective on \_\_\_\_\_.

**WITNESSETH THAT:**

**WHEREAS**, the City desires to engage the Commission to render technical and professional services, hereinafter described.

**NOW, THEREFORE**, the City and the Commission do mutually agree as follows:

**ARTICLE I - EMPLOYMENT OF COMMISSION**

The City agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth in a professional and proper manner, as prescribed in accordance with accepted planning program practices.

**ARTICLE II - SCOPE OF SERVICES AND STATEMENT OF RESPONSIBILITIES**

The Commission staff will assist the City by providing the following general services:

1. Prepare a City-wide computerized model of Census Bureau maps and data files using the Commission's geographic information system;
2. Prepare a City-wide redistricting plan to the satisfaction of the City Council;
3. Facilitate the required public hearings;
4. Prepare a public display map of district boundaries and a display table of district population summaries; and
5. Work with the City Attorney to file the proposed redistricting plan with the U.S. Department of Justice.

The City shall assume the following responsibilities under the terms of this Agreement:

1. Staff review of all information and maps prepared by the Commission's staff;
2. Providing copies to the Commission of any current ordinances, legal documents (including documents relating to any prior, current, or pending legal actions that may be relevant to voting rights or the redistricting process), resolutions, or maps

which may be in the City's possession and which have a direct bearing on the project;

3. Providing access to the City's legal counsel as may be required to resolve legal issues surrounding the project. The City also shall agree to pay for any additional costs associated with legal representation by the Commission's staff and/or attorney that may be necessary to resolve a pending or future court challenge of the City's redistricting plan;
4. Paying any publication costs arising from the publication of public hearing notices for the project, and providing a suitable location for all required public hearings;
5. Providing all transcription services needed to record a transcript of all required public hearings;
6. Paying the cost of shipping the proposed redistricting plan to the U.S. Justice Department; and
7. Providing supporting information or input in a timely manner as needed to support the Commission's work.

### **ARTICLE III - TIME OF PERFORMANCE**

Services for the project shall commence on \_\_\_\_\_ and are to be completed no later than \_\_\_\_\_.

### **ARTICLE IV - GENERAL**

- A. **PERSONNEL:** The Commission warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.
- B. **OFFICE SPACE:** The Commission agrees to provide and maintain the office space and facilities required to perform all services as called for under this agreement, at no additional expense to the City beyond normal indirect costs as stipulated in Article V.
- C. **INFORMATION AND MATERIALS:** The City agrees to make available to the Commission any maps, documents and materials or any other information in its possession or otherwise readily available, which has a direct bearing on the redistricting project at no expense to the Commission.
- D. **DOCUMENTS PROVIDED TO THE CITY:** It is agreed that the Commission staff shall provide the City with all surveys, reports, and maps completed in performing the services described in Article II.
- E. **GIS DATABASE:** It is mutually agreed that the GIS Database is proprietary data in which the City and the Commission have an investment and a mutually vested interest. Consequently, the City agrees not to release the digitized database to

third parties without the express written permission of the Commission. The purpose of this provision is not to restrict dissemination of printed materials by the City or utilization of printed materials by the public. The intent is to prevent for-profit exploitation of the digitized database by third parties that did not contribute to or invest in the creation of that database.

The Commission will make the digitized data available to third parties upon the written request of the City. Under those circumstances, the City agrees that the Commission retains the right to stipulate conditions for use of said data to ensure that the digitized data is not commercially exploited by nonpublic users or released to other individuals, parties, companies, or corporations without the express authorization of the Commission.

If the Commission is requested to provide the digitized data and/or printed products from the GIS Database, the Commission is authorized by the City to establish a fair and reasonable fee for the provision of that data or printed materials to a third party, said fee being intended to permit recovery of the expenses entailed in staff time, materials, equipment utilization, and overhead.

**ARTICLE V - COMPENSATION AND METHOD OF PAYMENT**

Based on current estimates, the total approved cost of the Commission's responsibilities for services called for in ARTICLE II of the agreement shall not exceed the amount of \$10,000. If, however, conditions exist through changes in the scope of the work or in program requirements which would result in a cost over-run, this amount may only be exceeded by mutual agreement hereto by the City and the Commission and amendment of the Agreement. If the City elects not to amend this Agreement to cover any cost over-run, the Commission will turn over to the City all work that has been completed to the date that said total budget was expended. The City and the Commission mutually agree to the cost responsibilities for the Commission's services as follows:

City of Anniston	\$10,000
TOTAL	\$10,000

**ARTICLE VI - TERMINATION FOR CONVENIENCE OF THE CITY**

This agreement may be terminated for the convenience of the City by submitting a written notice to the Commission sixty (60) days in advance of the date upon which the City desires the agreement be terminated. Upon such termination, the Commission shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the actual work performed bears to the total work called for under this agreement.

**ARTICLE VII - TERMINATION FOR CAUSE**

If, at its sole discretion, the City determines that the Commission has not performed the services as called for herein in ARTICLE II in a timely and proper manner, and if the Commission shall violate any provision contained herein, the City shall maintain the right to terminate this agreement by the issuance of a ten (10) day notice to the Commission

stating its intentions and the justification therefore. Upon such termination, the Commission shall be entitled to fair and equitable compensation for services rendered as determined by the City. However, the Commission shall not be held responsible for performance delays caused by the City or circumstances beyond the exclusive control of the Commission.

#### **ARTICLE VIII - ASSIGNMENT**

It is agreed and understood that no provisions or rights as provided under this agreement shall be assigned or subcontracted by the Commission without the express written consent of the City.

#### **ARTICLE IX - AMENDMENTS**

It is expressly understood and agreed that in the event conditions exist that require a substantial increase or decrease in the services to be provided herein, this agreement may be amended in total or in part by mutual written agreement.

#### **ARTICLE X - AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the Office of Examiners of Public Accounts or an independent auditor hired to audit either the City or the Commission's financial records may deem necessary, both parties to this agreement shall make available to said State or independent auditors for examination all records pertinent to all matters covered by this agreement and will permit said auditors to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement. The above requirement shall remain effective for three (3) years after the termination of this agreement. Further, both parties agree to abide by audit standards as established by OMB Circular A-128.

**IN WITNESS WHEREOF**, the City and the Commission have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

\_\_\_\_\_  
Skyler Bass, City Clerk

\_\_\_\_\_  
Steven Folks, City Manager  
City of Anniston

\_\_\_\_\_  
Tyler Ferrell  
Director of Planning, EARPDC

\_\_\_\_\_  
Lori Corley  
Executive Director, EARPDC