

CITY OF ANNISTON
February 1, 2022
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - January 18, 2022 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. PUBLIC HEARING

Speaking to a Public Hearing Item

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

- (a)** To hear public comments over-ruling the abatement of identified public nuisances.
Group 2022-01 Grass/Debris/Vehicle

II. UNFINISHED BUSINESS – None

III. CONSENT AGENDA

- (a) Resolution over-ruling objections to the abatement of identified nuisances Group 2022-01
- (b) Resolution declaring various vehicles and pieces of equipment as surplus and authorizing the sale
- (c) Resolution authorizing a Professional Engineering Services Agreement with Gonzales – Strength & Associates, Inc.
- (d) Resolution authorizing a Professional Services Agreement with Sara Byard Consulting, LLC
- (e) Motion to approve the bids for demolition of ten (10) substandard structures to EMTEK in the amount of \$34,000.00 for five (5) structures and to Teague Hauling & Demolition in the amount of \$40,000.00 for five (5) structures utilizing CDBG funds for a total of \$74,000.00

IV. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

V. 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.

(a) Travis Bradford

VI. COUNCIL COMMENTS

ADJOURNMENT

MINUTES

Anniston, Alabama

January 18, 2022

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, January 18, 2022, at approximately 5:33 o'clock p.m.

Ciara Smith, Council Member, prayed the Invocation.

Ciara Smith, Council Member, led the Pledge of Allegiance to the Flag.

Mayor Draper called the meeting to order. On call of the roll, the following Council Members were found to be present: Council Members Jenkins, Roberts, Smith, Harris, and Draper; absent: none. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Smith made a motion to waive the reading of and approve the minutes of the January 18, 2022 regular meeting. 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 January 18, 2022 regular meeting minutes were approved.

Mayor Draper made a motion to adopt the agenda with the addition of item (I) a motion to commit previously budgeted funds for an economic impact study on Horse Trails in partnership with the County Commission to the consent agenda. 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 amended agenda was adopted.

Mayor Draper read the following addresses for the record: 2830 Moore Ave, 21 West 19th St., 32 Avenue B, 1818 McKleroy Ave., 812 West 19th St., 1105 Emory Pl., 2128 Thomas Ave, 1716 Johnston Dr., 2016 Noble St.

Mayor Draper opened a public hearing to hear public comments over-ruling the abatement of identified public nuisances. Group 2021-07 Grass/Debris/Vehicle. No one spoke. Mayor Draper closed the public hearing to hear public comments over-ruling the abatement of identified public nuisances. Group 2021-07 Grass/Debris/Vehicle.

Mayor Draper opened a public hearing to hear public comments regarding vacating a portion of Walnut Avenue. No one spoke. Mayor Draper closed the public hearing to hear public comments regarding vacating a portion of Walnut Avenue.

Mayor Draper opened a public hearing to hear public comments regarding an alcohol license application for Cheaha Mountain Brew Pub. No one spoke. Mayor Draper closed the public hearing to hear public comments regarding an alcohol license application for Cheaha Mountain Brew Pub.

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution over-ruling objections to the abatement of identified nuisances Group 2021-07 (22-R-3)
- (b) Resolution declaring a reported condition to be a public nuisance. Group 2022-01 (22-R-4)
- (c) Resolution amending Resolution 21-R-47 designating Juneteenth as a City Holiday (22-R-5)
- (d) Motion to approve the bid for the purchase of one (1) 2022 Super Duty F-250 or comparable model for the Police Department to Sunny King Ford in the amount of \$66,165.00.
- (e) Motion to approve the bid for fabrication of the Anniston Museum of Natural History hands-on exhibit Force Factory to Southern Customs Exhibits in the amount of \$439,924.00
- (f) Motion to approve a Restaurant Retail Liquor license application for Coldwater Mountain Brew Pub LLC d/b/a Coldwater Mountain Brew Pub located at 1208 Walnut Avenue within the corporate city limits
- (g) Motion to amend Policy and Procedure Manual Section (D) Reimbursement of Accumulated Leave to state: Upon retirement or separation from employment in good standing from City service, employees who have completed at least six (6) months of service shall be paid all accrued but unused PTO hours and shall be entitled to be paid for one-half of their accumulated Paid Critical Leave (PCL) up to a maximum of 600 hours. Employees who are discharged for cause or who quit without the required minimum of two (2) weeks-notice shall forfeit their accrued PTO hours and accumulated PCL.
- (h) Motion to amend Policy and Procedure Manual Section F (2) to state: Employees who are discharged for cause or who quit without the required minimum of two (2) weeks-notice shall forfeit their PCL hours.
- (i) Motion to commit previously budgeted funds for an economic impact study on Horse Trails in partnership with the County Commission

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, Draper; nays: none. The motion carried and the consent agenda was approved.

Council Member Jenkins made a motion for passage and adoption of Resolution vacating a portion of Walnut Avenue of Walnut Avenue from W 12th Street to W 13th Street. The motion was seconded by Council Member Roberts.

Mayor Draper made a motion to amend the resolution such that the terminus point of the western end of the street vacation would be at the North end of 12th street. 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.

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 amended resolution was passed and adopted.

Council Member Jenkins stated that they are seeing investment all over the community. He stated that they have a new sense of pride and desire to see Anniston grow.

Council Member Roberts stated that they are trying to educate the city and community on the way they are trying to move forward. He stated that whatever they can do to help, let the council know.

Council Member Smith stated that the most persistent and urgent question is, what will Anniston be known for? She stated that she will be having a town hall meeting Thursday January 27th at South Highland Community Center to have an open conversation that is necessary.

Council Member Harris stated that is great to see Anniston turning the corner. She stated that every time they have a meeting, there is something new coming about. She thanked the Parks and Recreation Department for all they are doing with the warming stations for the homeless.

Mayor Draper stated that there are really great things going on in Anniston. He stated that it takes everyone working together.

Mayor Draper made a motion to convene an Executive Session for the Council to discuss with the City Attorney the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated, and/or controversies imminently likely to be litigated if the governmental body pursues a proposed course of action and will be returning and reconvening their regular business session.

Bruce Downey, City Attorney, stated that per the open meetings act the council's intended discussion does fit within that exception.

The motion was seconded by Council 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 council was convened into executive session at 5:53 p.m.

Mayor Draper made a motion to reconvene the meeting. 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 meeting was reconvened at 6:16 p.m.

Mayor Draper stated that the executive session pertained to the opioid litigation that the city filed a couple of years ago.

Bruce Downey read the following motion for the record: a motion to authorize the city manager to execute the opioid settlement agreement reached between the State of Alabama Endo Health Solutions Incorporated and Endo Pharmaceuticals Inc.

Council Member Roberts made a motion to authorize the city manager to execute the opioid settlement agreement reached between the State of Alabama Endo Health Solutions Incorporated and Endo Pharmaceuticals Inc. 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, Draper; nays: none. The motion carried.

There being no further business to come before the council at that time Mayor Draper made a motion that the meeting be adjourned. The motion was seconded by Council Member Smith; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the meeting was adjourned at approximately 6:18 p.m. o'clock p.m.

CONSENT AGENDA

RESOLUTION NUMBER 22-R-__

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

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

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

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

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

PASSED AND ADOPTED this the **1st** day of **February, 2022**.

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

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

Exhibit "A"

Group 2022-01 Grass, Debris & Vehicles

| Item # | Address | PPIN# | Owner | Violation |
|---------------|--------------------|--------------|--------------------------------|--|
| 1. | 2300 Wilmer Ave. | 61687 | Christopher J. Brown | Grass/Weeds/Debris |
| 2. | 429 Glenaddie Ave. | 18101 | Paul Vincent | 2 Inoperable Vehicles – Green BMW convertible, no plate; Gold Saturn sedan, no plate |
| 3. | 1814 Cobb Ave. | 62247 | INA Group, LLC. | Grass/Weeds/Debris |
| 4. | 105 Central Ave. | 26962 | Cheryl Stover | Grass/Weeds/Debris |
| 5. | 1800 Leighton Ave. | 21100 | Regions Bank | Grass/Weeds/Debris |
| 6. | 1205 Kilby Terr. | 22356 | Melissa Presley, C/O Mary Fink | Grass/Weeds/Debris; Inoperable Vehicle – Navy Blue Nissan small SUV |
| 7. | 2028 Thomas Ave. | 21623 | Dicaromar Inc. | Grass/Weeds/Debris Damaged Swimming Pool |
| 8. | 2329 Walnut Ave. | 25456 | Karl E. Williams | Grass/Weeds/Debris Inoperable Vehicle – Chevrolet Pickup |
| 9. | 1715 Johnston Dr. | 21322 | Dawn S. Allen | Inoperable Vehicle – Silver Cadillac w/ white top |
| 10. | 1612 McCall Dr. | 20794 | Gina M. & Mark T. Hogan | Grass/Weeds/Debris; 2 Inoperable Vehicles |

RESOLUTION NO. 22-R-____

**A RESOLUTION DECLARING VARIOUS VEHICLES AND PIECES OF EQUIPMENT AS SURPLUS
AND AUTHORIZING THEIR SALE**

WHEREAS, the City Council of the City of Anniston, Alabama, hereby finds that those certain motor vehicles/equipment and personal property more particularly described on Exhibit "A" attached hereto and incorporated herein are not now presently being used for municipal purposes, nor are they needed for use by the City of Anniston in the future.

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

Section 1. That those certain motor vehicles/equipment and personal property more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, be and the same are hereby declared surplus to the needs of the City of Anniston.

Section 2. That Skyler Bass, City Clerk of the City of Anniston, be and she is hereby authorized, directed, and empowered to cause said motor vehicles/equipment and personal property to be sold and/or traded and to execute title certificates, bills of sale or other documents of conveyance to the purchasers provided, however, that all sales of motor vehicles/equipment made by the City shall be "as is - where is" with no warranties expressed or implied.

Section 3. This resolution shall become effective immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this the **1st** day of **February, 2022**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

EXHIBIT A

SURPLUS EQUIPMENT

| <u>Year</u> | <u>COA #</u> | <u>Make</u> | <u>Model</u> | <u>VIN</u> | <u>Hrs</u> |
|-------------|--------------|-------------------|--------------|-------------------|------------|
| 2019 | 6997 | John Deere ztrack | 920M | 1TC920MAJJX060148 | 274 |
| 2019 | 6999 | John Deere ztrack | 920M | 1TC920MAPKX070208 | 218.1 |
| 2019 | 6996 | John Deere ztrack | 920M | 1TC920MACJX070079 | 253.8 |
| 2020 | 6530 | John Deere ztrack | 920M | 1TC920MAPLT090015 | 185.2 |

* Reason for surplus is trade in on new ones

RESOLUTION NO. 22-R-___

**A RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH GONZALES – STRENGTH & ASSOCIATES, INC.**

WHEREAS, the City of Anniston requires construction engineering services to achieve design changes to the Golden Springs Drainage Project;

WHEREAS, Gonzales – Strength & Associates, Inc., (GSA) has submitted a proposal to the City Manager to provide said engineering services;

WHEREAS, the Council for the City of Anniston finds that GSA possesses a high degree of skill with regard to engineering services required by the City, and further finds that the terms, conditions and scope of services proposed by GSA are fair and appropriate under the circumstances;

WHEREAS, the Council desires to engage GSA in accordance with GSA's Agreement for Engineering Services attached hereto as Exhibit A;

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

That Steven D. Folks, Sr., as City Manager of the City of Anniston, Alabama is hereby authorized and directed to execute for and on behalf of the City of Anniston, Alabama, the Agreement for Engineering Services by and between the City of Anniston and Gonzales – Strength & Associates, Inc. in substantially the form and content of the agreement attached hereto as Exhibit A.

PASSED and ADOPTED this 1st day of **February, 2022**.

**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

ATTESTED:

Skylar Bass, City Clerk



GONZALEZ – STRENGTH & ASSOCIATES, INC.

CIVIL ENGINEERING • TRAFFIC & TRANSPORTATION ENGINEERING • LAND SURVEYING • LAND PLANNING • LANDSCAPE ARCHITECTURE
PIPELINE ENGINEERING • PIPELINE SURVEYING

December 10, 2021

**Branton Cole
Engineering Department
City of Anniston
4309 McClellan Blvd.
Anniston, AL 36206
P.O. Box 2168 (36202)**

**Re: Proposal for Services
Golden Springs Drainage Project
Anniston, AL
Job #21-0200**

Dear Branton:

We sincerely appreciate this opportunity to provide surveying, engineering, and construction administration services for the above reference project. We have outlined our proposal based on the preliminary study which was previously prepared/submitted and the meetings held with the city engineering department. It is our understanding that the project will consist of a study of the drainage basin along with engineering design to attenuate and reduce the effects of flooding in the above referenced study area. Upon completion of design, an opinion of probable cost will be prepared for reference. GSA will assist the city with facilitating the construction bid process and awarding of the project as well as providing construction administration and inspections through project completion. A summary of scope is as follows:

Scope:

- 1) Survey
 - a. Topographic Survey of Project Limits
 - b. Utility Locates
 - c. Deeds and Tract Sketches
- 2) Hydrology and Hydraulic Computations
 - a. Engineering Calculations
 - b. Water Surface Profiles
 - c. Centerline Alignment w. Elevations
 - d. Drainage Sections

*Does not include FEMA Submissions or Fees
- 3) USACOE Permitting
 - a. Preliminary JD
 - b. Preconstruction Notification
 - c. USACOE Coordination

*Mitigation Fees Excluded
- 4) Geotechnical Testing
 - a. Hand bore for rock evaluation
- 5) Construction Documents
 - a. Title Page
 - b. Plan/Profile Sheets
 - c. CBMPP Plans

- d. Cross Sections
- e. Details
- e. Opinion of Probable Cost (30%, 90%, 100%)
- f. ADEM Permitting

6) Public Involvement Meetings (2)

7) Bid Documents/Bid Facilitation

- a. Specifications
- b. Bid Documents
- c. Bid Process and Evaluation
- d. Contract Award
- e. Contract Documents

8) Construction Administration/Inspections

9) Project Closeouts

GSA proposes a fee for the above referenced services in the amount of:

\$320,735.00

-See attached Exhibit 'A' for detailed fee breakdown

NOTE: Construction Staking and As-builts to be provided by the contractor.

Exclusions

Engineering, Land Planning and Surveying fees do not include the following EXCEPT as specified in the previous sections:

Building permit fees, filing fees, inspection fees, plan review fees, submittal fees, legal advertisements, tap fees, hard-scape design, irrigation plan, septic system design, percolation testing, health department submittal and/or plan, landscaping plan, construction observation and report, construction staking, excavating utilities to determine exact elevation, title commitments, estimate of probable cost, lift station design, D.O.T. Drawings and Permitting, N.P.D.E.S. Permitting, permitting fees, bid documents, construction administration, change order reviews, rare and endangered species investigation, flood study, FEMA map amendments, renderings, retaining wall design, soils testing, slope design and/or stability analysis, pavement design, geotechnical investigation, structural design, NPDES storm water testing, subdivision plat, record map, traffic study, traffic control plan, off-site utility design, wetlands delineation, wetlands mitigation, rezoning/variances request, attendance or participation in public hearings, additional services, related reimbursable items, and any other items not specifically mentioned in this proposal.

Hourly Additional Services

Hourly items of work and any additional services performed outside the scope of this proposal may be billed on an hourly basis in accordance with the rate schedule below:

| | | | |
|--------------------------------|------------------|-----------------------------------|------------------|
| <i>Principal</i> | <i>\$200/hr.</i> | <i>Professional Land Surveyor</i> | <i>\$110/hr.</i> |
| <i>Senior Project Manager</i> | <i>\$165/hr.</i> | <i>Survey Crew</i> | <i>\$185/hr.</i> |
| <i>Project Manager</i> | <i>\$125/hr.</i> | <i>Survey Crew – Overtime</i> | <i>\$225/hr.</i> |
| <i>Engineer III</i> | <i>\$115/hr.</i> | <i>Drone LiDAR</i> | <i>\$300/hr</i> |
| <i>Engineer II</i> | <i>\$100/hr.</i> | <i>Terrestrial Scanner</i> | <i>\$200/hr</i> |
| <i>Engineer I</i> | <i>\$ 85/hr.</i> | <i>Robotic Transit</i> | <i>\$185/hr</i> |
| <i>Land Planner</i> | <i>\$175/hr.</i> | <i>Senior Inspector</i> | <i>\$ 85/hr.</i> |
| <i>Landscape Architect III</i> | <i>\$115/hr.</i> | <i>Inspector – Level II</i> | <i>\$ 65/hr.</i> |

| | | | |
|-------------------------------|------------------|----------------------------|------------------|
| <i>Landscape Architect II</i> | <i>\$100/hr.</i> | <i>Inspector – Level I</i> | <i>\$ 55/hr.</i> |
| <i>Landscape Architect I</i> | <i>\$ 85/hr.</i> | <i>CADD II</i> | <i>\$ 90/hr.</i> |
| <i>Coordinator</i> | <i>\$ 50/hr.</i> | <i>CADD I</i> | <i>\$ 85/hr.</i> |
| <i>Administrative/Courier</i> | <i>\$ 40/hr.</i> | <i>Designer/Technician</i> | <i>\$ 80/hr.</i> |

Reimbursables and Expenses

All printing, blueprinting, color printing, reproducible mylars or sepias, multiple copying, carrier shipping, faxes, electronic media, travel expenses, lodging, and miscellaneous job-related expenses, plan review fees, filing fees, legal advertisement fees, etc. will be charged at cost plus 10%. Mileage will be billed based on IRS annual standard mileage rates in effect at the time incurred.

Payment Terms

Payments are due upon receipt; invoices are based upon the percentage of work completed. Your obligation to pay for services rendered by Gonzalez-Strength & Associates, Inc. is in no way dependent upon your ability to obtain financing, obtaining approvals from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon your successful completion of the project. If payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Gonzalez-Strength & Associates, Inc. incur any/all fees for collection of payment, the amount owed to Gonzalez-Strength & Associates, Inc. shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Gonzalez-Strength & Associates, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due for services rendered and expenses incurred has been received.

Credit Card Payments

We accept VISA, MasterCard, and Discover credit card payments for services billed. To clients who wish to use their credit card, there will be a 2% credit card fee for each invoice that is being paid. If the client wishes to pay only with credit card payments, it will be noted on the account and all invoices will include the 2% credit card fee. If the credit card is charged back, there will be an additional \$25.00 finance charge for every charge back that is incurred.

This proposal has been prepared with the understanding that the selection of our firm to perform these professional services is based upon the qualifications and experience of Gonzalez-Strength & Associates, Inc., and not solely upon the fee for services proposed. We will gladly address any questions regarding the technical scope, and/or schedule of fees for this proposal. We will begin our services upon receiving the signed proposal. You may authorize us to proceed with our services by your signature in the space provided below.

Sincerely,



Mark R. Gonzalez, P.E., Principal, President of Engineering



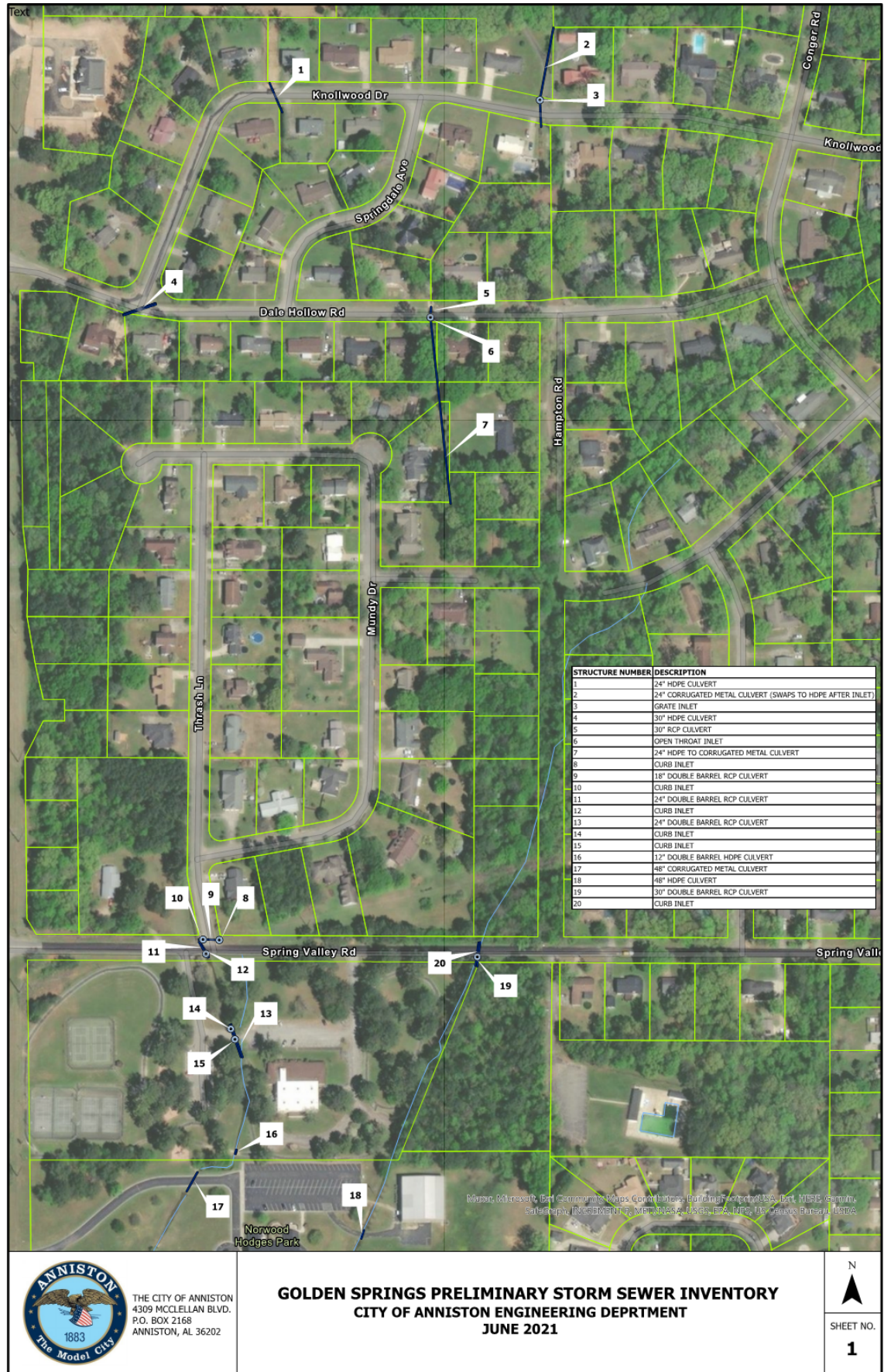
Carey Daniel, P.E., LEED AP BD+C, Sr. Project Manager

For Gonzalez-Strength & Associates, Inc.

Encl: Exhibit A, Summary of Task and fees
Site Maps
Consultant Contract Provisions

| EXHIBIT A | | | |
|---|-----------|----------------|----------|
| Summary of Task and Fees | | | |
| Surveying Services | | | |
| 1) Topographic survey of Project Limits | \$ | 52,000 | GSA |
| 2) Utility Locations | \$ | 6,000 | GSA |
| 3) Deeds and Tract Sketches | \$ | 10,000 | GSA |
| Hydrology and Hydraulic Computations | | | |
| 1) Engineering Calculations | \$ | 9,000 | |
| 2) Water Surface Profiles | \$ | 2,000 | |
| 1) Centerline Alignment w/ Elevations | \$ | 2,000 | |
| 1) Drainage sections | \$ | 2,000 | Martin |
| (Note: does not include FEMA submission (CLOMR) or FEMA review fee) | | | |
| USACOE Permit | | | |
| 1) Preliminary JD | \$ | 3,350 | Spectrum |
| 2) Preconstruction Notification | \$ | 6,985 | Spectrum |
| 3) USACOE Coordination | \$ | 2,000 | Spectrum |
| Geotechnical testing | | | |
| 1) Hand bore for rock evaluation | \$ | 8,000 | Terracon |
| Construction Documents | | | |
| Title Page (1 Sheet) | \$ | 2,000 | GSA |
| Plan View (10 sheets) | \$ | 20,000 | GSA |
| CBMPP Plan (10 sheets) | \$ | 9,500 | GSA |
| Cross Sections (30 Sheets) | \$ | 42,000 | GSA |
| Details (4 Sheets) | \$ | 8,000 | GSA |
| Opinions of Probable Cost (30%, 90%, 100%) | \$ | 8,400 | GSA |
| ADEM Permit | \$ | 1,000 | GSA |
| Public Meetings (2) | \$ | 2,400 | GSA |
| Bid Documents | | | |
| Specifications | \$ | 1,600 | GSA |
| Bid Documents | \$ | 4,800 | GSA |
| Bid Process and Evaluation | \$ | 2,400 | GSA |
| Award | \$ | 1,200 | GSA |
| Contract Documents | \$ | 3,600 | GSA |
| Construction Observations | | | |
| Supervisor | \$ | 11,700 | GSA |
| Inspector | \$ | 98,800 | GSA |
| (Note: estimate based on 6 months construction time) | | | |
| Project Fee | \$ | 320,735 | |

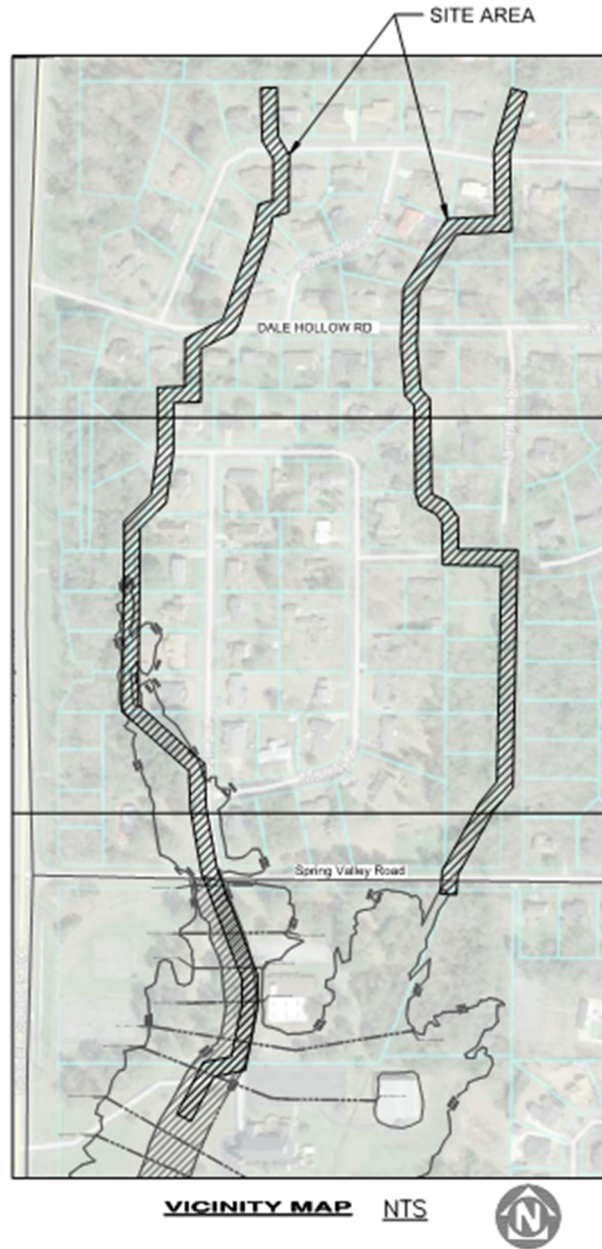
Site Map



THE CITY OF ANNISTON
4309 MCLELLAN BLVD.
P.O. BOX 2168
ANNISTON, AL 36202

GOLDEN SPRINGS PRELIMINARY STORM SEWER INVENTORY CITY OF ANNISTON ENGINEERING DEPTMENT JUNE 2021

N
SHEET NO.
1



**CONSULTANT CONTRACT PROVISIONS
2021**

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. **DISPOSAL OF SAMPLES** – CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION PHASE SERVICES** – If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **STANDARD OF CARE** – CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. **OPINION OF PROBABLE COSTS** – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made based on CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel, and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

10. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement, or the total amount of **\$20,000**, whichever is greater.
12. **CONFLICTS OF INTEREST** – This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.
13. **REIMBURSABLE EXPENSES** – CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
14. **MISCELLANEOUS**

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Force Majeure: The CONSULTANT shall not be responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees that the CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement.

The Terms and Consultant Contract Provisions of this proposal are accepted on this _____ day of _____, 20____.

Client Signature

Title

Preferred Payment Method: ___Check ___EFT (Electronic Funds Transfer ___Credit Card

Please print or type the following information for the individual, firm, or corporation responsible for payment.

Company (Individual, Firm or Corporate Body Name)

Client or Client's Authorized Representative Name

Street Address

City

State

Zip Code

Phone Number

Fax Number

If you would like your invoices sent by e-mail, please complete the following:

E-Mail Address

Completed By

For valuable consideration received and to induce Gonzalez-Strength & Associates, Inc. to extend credit to the above-named customer, the undersigned, jointly and severally guaranty and promises to pay all indebtedness of the above-named customer and does severally agree to pay interest and collection costs on any unpaid balance, according to the Payment Terms herein above. This is a continuing guarantee relating to any indebtedness until such time as the signatories hereto are released in writing by an authorized representative of Gonzalez-Strength & Associates, Inc.

Guarantor: _____ (seal)

Address: _____

Date: _____

RESOLUTION NO. 22-R-__

**AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SARA BYARD
CONSULTING, LLC**

WHEREAS, the City of Anniston recognizes the need to retain the services of a consultant to assist the City in a sustained effort to obtain federal and state grant programs;

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

1. That the City of Anniston hereby authorized a Professional Service Agreement with Sara Byard Consulting, LLC under terms specified in the attached Service Agreement; and
2. That City Manager is hereby authorized to enter into said Service Agreement on behalf of the City of Anniston.

PASSED AND ADOPTED this the **1st** day of **February, 2022**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of February 2022, by and between the City of Anniston, Alabama (hereinafter referred to as the “Client”), and Sara Byard Consulting, LLC, a Virginia Limited Liability Company doing business at 3300 Rocky Mount Road, Fairfax, VA, 22031 (hereinafter referred to as the “Consultant”).

WHEREAS the Client desires the professional services of a grant consultant; and

WHEREAS the Client desires to engage the Consultant to provide said professional grant consulting services; and

WHEREAS the Consultant desires to undertake the grant consulting project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Consultant agrees to provide professional grant consulting services for the Client. The services to be performed are:
 - A. Application Readiness including gathering identification numbers such as DUNS and EIN and verifying status in systems such as grants.gov and sam.gov
 - B. Grant Research on an ongoing basis including searching for available opportunities and providing regular updates on available opportunities
 - C. Grant Development including strategic assessment of assets, needs, demographic information, partnerships, etc. to build competitive grant proposals
 - D. Grant Writing including developing narratives, budgets, letters of support, timelines, memorandums of understanding, etc. to form a competitive application
 - E. Grant Application Submission to include electronic or hard-copy as required by the grant announcement
 - F. Grant Administration to include managing implementation of funded grant projects in accordance with state, local and federal laws, rules, and regulations; developing and submitting reports and reimbursement requests as required by grant agreements
2. **Term.** This Agreement shall take effect as of the date first set forth above and shall automatically renew annually unless terminated as provided in Paragraph 4(A).

3. Compensation.

- A. Amount of Compensation. The Client shall compensate the Consultant for services provided in the amount of \$75 per hour for services 1(A-E), and \$100 per hour for grant administration service 1(F).
- B. Method of Compensation. The Consultant shall submit monthly invoices to the Client for the Consultant's services based upon actual hours worked.
- C. Limit on Compensation. In the time period beginning on the effective date of this Agreement and ending on September 30, 2022, the Consultant's compensation for services shall not exceed \$20,000 without prior written approval from Client. The Consultant's compensation for services during the time period from October 1, 2022 through September 30, 2023, and during any subsequent 12 month period, shall not exceed \$30,000 without prior written approval from Client.

4. General Terms and Conditions.

- A. Termination of Agreement. The parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the non-terminating party of such termination and specifying the effective date thereof. Notice shall be given at least fifteen (15) days before the effective date of such termination. In such event all finished or unfinished documents, data and reports prepared by the Consultant pursuant to this Agreement shall become the Client's property. The Consultant shall be entitled to receive compensation in accordance with the Agreement for that portion of the work which has been completed pursuant to the terms of this Agreement prior to the date of termination.
- B. Changes. The Client may periodically request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including the amount of the Consultant's compensation, that are mutually agreed upon between the Client and the Consultant, shall be in writing and, upon execution by both parties, shall become part of this Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by the Consultant without the prior written consent of the Client shall be void. However, any claims for money due, or to become due, to the Consultant from the Client under this Agreement may be assigned without such approval. Written notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are pertinent to Consultant's performance under this Agreement, as the Consultant maintains them in the ordinary course of business, for the purposes of making an audit, examination, or excerpts. The Client's review of the Consultant's materials described above shall occur at a mutually agreeable time. The Consultant agrees to maintain records relating to the

project that is the subject of this Agreement for three (3) years after this Agreement terminates.

- E. Ownership of Documents. Upon receipt of full and final payment, reports, studies, plans, graphics, presentations, and other materials prepared by the Consultant in connection with this Agreement shall be the property of the Client. However, the Consultant shall have the right to identify the Client and to describe and exhibit the work done pursuant to this Agreement during the Consultant's marketing, professional presentations, and for other business purposes.
- F. Governing Law. This Agreement shall be governed by the laws of the State of Alabama. The Consultant shall comply with all applicable state and federal laws and regulations and resolutions of the Client and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- G. Notices. Any notice from the Consultant to the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Mr. Steven D. Folks
City Manager
City of Anniston
4305 McClellan Blvd.
Anniston, AL 36202

Any notice to the Consultant from the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Sara Byard
Principal
3300 Rocky Mount Road
Fairfax, VA 22031

Notices from one party to the other shall be deemed effective upon confirmed receipt. Either party may change its address or contact person by written notification to the other party.

- 5. **Indemnification.** The Consultant shall indemnify and hold the Client harmless from and against all claims, costs, suits, actions, and expenses, including attorney's fees, made or occasioned by any act and/or omission of the Consultant or its agents or subcontractor(s) in connection with performance of the Consultant's obligations under this Agreement.

6. **Independent Consultant.** Both parties agree that the Consultant is an independent contractor. The Consultant, in the performance of this Agreement, shall act in an independent capacity and not as an officer or employee of Client.
7. **Insurance.** For the term of this Agreement, the Consultant shall maintain insurance that protects the Consultant and the Client while performing the work covered by this Agreement from claims for damages that may arise from the Consultant's operations. The amounts of such insurance shall be as follows:
- A. Professional liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).
 - B. Commercial general liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).
 - C. Motor vehicle liability insurance on all motor vehicles owned, leased or otherwise used by the Consultant in an amount not less than \$250,000.00 (combined single limit) for bodily injury including death and property damage combined.
8. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Consultant. It supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant, except that the parties may orally modify the time for performance of the Agreement.
9. **Miscellany.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto. A waiver of a breach of any of the provisions shall not be construed as a continuing waiver or other breaches of the same or other provisions thereof.

SARA BYARD CONSULTING, LLC

CITY OF ANNISTON, AL

By: _____

Sara Byard

Title: Principal

Date: _____

By: _____

Steven D. Folks, Sr.

Title: City Manager

Date: _____

FACT SHEET

SUBJECT: Evaluation of bids for demolition of 10 substandard structures.

FACTS: Funding from CDBG.

VENDORS SUBMITTING BIDS

EMTEK

| | |
|--------------|-------------|
| 614 S. Allen | \$5,000.00 |
| 2511 Gurnee | \$4,000.00 |
| 518 G Street | \$6,000.00 |
| 7 Railroad | \$9,500.00 |
| 8 Railroad | \$9,500.00 |
| <hr/> | |
| | \$34,000.00 |

Teague Hauling and Demolition

| | |
|-----------------|-------------|
| 208 S. Leighton | \$6,800.00 |
| 123 McArthur | \$8,000.00 |
| 1108 Sidney | \$8,000.00 |
| 508 G St. | \$6,300.00 |
| 520 Knox Ave | \$10,900.00 |
| <hr/> | |
| | \$40,000.00 |

| | |
|----------------------|--------|
| Kilgore Construction | No Bid |
|----------------------|--------|

RECOMMENDATION: EMTEK was the low bidder on five structures and Teague Hauling and Demolition was the low bidder on five structures. The bid should be split between EMTEK in the amount of \$34,000.00 and Teague Hauling in the amount of \$40,000.00. Total bid amount to be awarded is \$74,000.00.