

## CITY OF ANNISTON

October 3, 2023

5:30 P.M.

- INVOCATION
- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL
- READING/APPROVAL OF MINUTES OF PREVIOUS MEETING
  - September 19, 2023
- ADDITIONS/DELETIONS TO THE AGENDA
- ADOPTION OF AGENDA

### I. RECOGNITIONS

- (a) Special recognition of the Anniston Barracudas Swim Team for winning the ARPA 2023 Swimming Championship
- (b) Distinguished Service & Commendations for outstanding achievement during an emergency operation
  - Commendation – Sergeant Austin Key – Engine 3
  - Commendation – Firefighter James Dorroh – Engine 3
  - Life Saving Award – Lieutenant Dustin Walker
  - Citizen Life Saving Award – Lifeguard Tyrone Wysinger
  - Citizen Life Saving Award – Lifeguard Owen Smith

### II. 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 receive public comments over-ruling objections to the abatement of identified nuisances Group 2023-03 Grass/Vehicles/Debris

- (b)** To receive public comments regarding a Lounge Retail Liquor – Class I license application for Partners Enterprises LLC d/b/a Partners Lounge located at 831 S Quintard Avenue inside the city limits
- (c)** To receive public comments regarding a Restaurant Retail Liquor application for LuLu's Place, Inc., located at 1021 Noble Street, Ste. 109 inside the city limits

### **III. UNFINISHED BUSINESS**

### **IV. CONSENT AGENDA**

- (a)** Resolution authorizing reimbursement to city officials for expenses incurred while traveling away from the city
- (b)** Resolution over-ruling objections to the abatement of identified nuisances (Group 2023-03 Grass/Debris/Vehicles)
- (c)** Resolution authorizing a Professional Services Agreement with Spectrum Environmental, Inc for Stormwater Regulatory Compliance
- (d)** Motion to approve Change Order #5 for the Glen Addie Clinic in the amount of \$14,355.00 with funds from the FY23 Reserve Fund
- (e)** Motion to approve a Lounge Retail Liquor – Class I License application for Partners Enterprises LLC d/b/a Partners Lounge located at 831 S Quintard Avenue inside the city limits
- (f)** Motion to approve a Restaurant Retail Liquor application for LuLu's Place, Inc., located at 1021 Noble Street, Ste. 109 inside the city limits
- (g)** Motion to approve a Retail Beer (Off Premises Only) Retail Table Wine (Off Premises Only) application for Eagles Investments Anniston, Inc., d/b/a Chevron located at 851 Lagarde Avenue inside the city limits
- (h)** Motion to approve a Non-Profit Special Event Retail License application for Northeast Alabama Bicycle Association (NEABA) d/b/a 2023 Coldwater Mountain Fat Tire Festival located at 101 W 14th St, Coldwater Trailhead, 26 W 10th St, and 399 Monsanto Road, Anniston inside the city limits
- (i)** Motion to approve a Special Events Retail License application for the City of Anniston d/b/a City of Anniston Jazz and Art Festival located at Parking Lot 3 between Noble and 12th Street inside the city limits

### **V. RESOLUTIONS**

- (a)** Resolution authorizing the City to come under the Retiree Act 2023-107 granting a one-time payment to City of Anniston Retirees participating in the RSA Program

### **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.

**(a)** Glen Ray – 3514 Dale Hollow Road, Anniston

**(b)** Shawana Hill – 2630 Wilmer Avenue, Anniston

**(c)** Richard Jackson – 2317 Noble Street, Anniston

## COUNCIL COMMENTS

## ADJOURNMENT

## MINUTES

Anniston, Alabama

September 19, 2023

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 19, 2023, at approximately 5:31 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, Smith, Harris, and Draper; absent: Council Member Roberts. 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 September 5, 2023 regular meeting. The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Smith, Harris, Draper; nays: none. The motion carried and the September 5, 2023 regular meeting minutes were approved.

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

Mayor Draper opened a public hearing to receive public comments regarding the petition for the vacation of a street, alley or highway (Goode Road). No one spoke. Mayor Draper closed the public hearing to receive public comments regarding the petition for the vacation of a street, alley or highway (Goode Road).

Mayor Draper opened a public hearing to receive public comments regarding the petition for the vacation of a street, alley or highway (Castle Avenue). No one spoke. Mayor Draper closed the public hearing to receive public comments regarding the petition for the vacation of a street, alley or highway (Castle Avenue).

Mayor Draper opened a public hearing to receive public comments regarding the Elk's Lodge BPOE #189 permit application for bingo within the licensing jurisdiction located at 1019 South Noble Street. No one Spoke. Mayor Draper closed the public hearing to receive public comments regarding the Elk's Lodge BPOE #189 permit application for bingo within the licensing jurisdiction located at 1019 South Noble Street.

Mayor Draper stated the amendments to the Proposed FY 2024 City Manager's Recommended Budget that were approved at the previous council meeting:

1. Increase police administration budget by \$38,000.00 for wireless data service to the camera systems; this expenditure will be offset by Reserve

2. Increase outside agencies by \$10,000.00 to bring the total appropriation to Coosa Valley Juvenile Center to \$150,000.00; this expenditure will be offset by Reserve
3. Increase Non-departmental by \$15,000.00 to bring the total Anniston Express amount to \$340,000.00. They recently submitted a proposed resolution in the amount of \$340,000.00 and we originally budgeted \$325,000; this expenditure will be offset by reserve
4. Allocate \$400,000.00 in Rescue Act Funds to Regional Medical Center for Capital Improvements
5. Allocate \$225,000.00 in Series 2022 Bonds for PARD Playground Improvements and Capital Improvement Equipment

Mayor Draper opened a public hearing to receive public comments regarding the proposed amendment to the Proposed FY 2024 City Manager's Recommended Budget. No one spoke. Mayor Draper closed the public hearing to receive public comments regarding the proposed amendment to the Proposed FY 2024 City Manager's Recommended Budget.

Council Member Roberts entered the council chambers at approximately 5:34 p.m. o'clock.

Council Member Jenkins made a motion to remove the resolution adopting the budget for fiscal year 2024 from the table and place on the floor for consideration. 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.

Council Member Jenkins made to approve the resolution adopting the budget for fiscal year 2024. 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 resolution was passed and adopted (23-R-44).

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution declaring a reported condition to be a public nuisance (Group 2023-03 Grass/Debris/Vehicles) (23-R-45)
- (b) Resolution authorizing the City Manager to execute the pre-application for Federal Assistance for Fiscal Year 2024 with the United States Department of Transportation Federal Aviation Administration for Airport Improvement Project at the Anniston Regional Airport (23-R-46)
- (c) Resolution authorizing the Mayor to execute an agreement Express Fixed Route System and the Planning and Development Commission for the Anniston Express Fixed Route System and the ADA Para-transit Service (23-R-47)
- (d) Resolution to approve the vacation of Goode Road (23-R-48)
- (e) Resolution to approve the vacation of Castle Road (23-R-49)
- (f) Motion to approve bid for resurfacing of a portion of Mulberry Avenue and West 4<sup>th</sup> Street to Vulcan Materials in the amount of \$129,366.00
- (g) Motion to authorize the City Manager to execute an agreement with Kimley-Horn
- (h) Motion to approve Elk's Lodge BPOE#189 permit application for bingo within the licensing jurisdiction located at 1019 South Noble 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, and Draper; nays: none. The motion carried and the consent agenda was approved.

Betty Jean Chapman, 1229 Pine Grove Road, addressed the council regarding issues with the lack of grass cutting to the area near her home. She also addressed the issues regarding the closing of the railroad crossing, which hinders her from dropping off her children at the bus stop.

Council Member Harris had no comments.

Council Member Smith had no comments.

Council Member Roberts stated that he remembers speaking to members of the school board regarding the closing of the railroad crossing. He stated that the school board was supposed to develop a plan to create a new route because they claim the bus was unable to turn around in that area.

Council Member Jenkins stated that the Homecoming Parade for the Anniston Bulldogs will be this Thursday and the 4<sup>th</sup> Friday will be this Friday. He stated that a lot of folks are working hard to improve the city core.

Mayor Draper stated that there are major issues facing the city and they are working closely to solve those issues.

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 5:43 o'clock p.m.

# CONSENT AGENDA



**RESOLUTION NO. 23-R-\_\_**

**A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES  
INCURRED WHILE TRAVELING AWAY FROM THE CITY**

**BE IT RESOLVED**, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a.** \$129.04 to Karla Eden, Main Street, while attending Main Street Alabama Conference in Huntsville, AL, August 15 – 18, 2023
- b.** \$167.94 to DeMarcus Fomby, Municipal Court, while attending a Municipal Court Seminar in Birmingham, AL on August 31, 2023 and September 1, 2023

**PASSED AND ADOPTED** this **3<sup>rd</sup>** day of **September, 2023**.

**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:**\_\_\_\_\_  
Mille Harris, Council Member

**ATTEST:**

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

**RESOLUTION NUMBER 23-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 3<sup>rd</sup> day of **October, 2023**.

**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 2023-03 Grass, Debris & Vehicles**

51 Scott Street	57620	Millington, Thomas	Grass
801 E 22nd Street	1821	Cleveland, Coker B	Grass/Debris
1600 Gurnee Ave	19275	Garrett, Josephine and Gooden, Jim	Grass/Debris
18 E 21st Street	21360	Robinson, Alandis	Grass
1727 Walnut Ave	20372	Grier, Charles R	Grass
1049 Michael Lane	22184	Robertson, Keith	Grass/Debris
215 W 30th Street	26038	Chapple, Gabriel Devon	Grass/Vehicles/Debris
208 W 20th Street	20127	Chadwick LLC	Grass/Debris
330 Constantine	66682	Rebrin, Erin	Grass/Debris
400 Constantine	66683	Thomas, Wendy Ellen	Grass
530 Constantine Ave	75251	Johnson, Mary Helen (sold for taxes)	Grass
604 Constantine Ave	66865	Johnson, Oscar and Helen (sold for taxes)	Grass
315 W 38th Street	73798	WCTW Holdings LLC	Grass/Debris
2836 Gurnee Ave	26101	Tier-1 Solutions LLC	Grass
1723 Johnston Drive	21320	Brown, Charles and Shirley (sold for taxes)	Grass
827 W 4th Street	18411	Stone, Roger C/O Vincent, Mary	Grass
812 W 14th St	19324	Beeman, Moses Estate	Grass/Debris
1922 Gurnee Ave	62492	Phelps, Richards	Grass
14 Adams Street	73960	Graceland Property Solutions	Grass
500 E 20th Street	1740	Hodge, Dennis J and Mary	Grass/Vehicles/Debris
120 W 24th Street	25246	Russell, Eudora & Johnnie	Grass/Debris

**RESOLUTION NO. 23-R-**

**AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH SPECTRUM ENVIRONMENTAL,  
INC FOR STORMWATER REGULATORY COMPLIANCE**

WHEREAS, the City requires professional services to provide environmental consulting, support, and management for the City's Stormwater Management Program Plan, its NPDES MS4 Permit, and its Stormwater Utility;

WHEREAS, the Spectrum Environmental, Inc. ("Spectrum") has submitted a proposal, attached hereto as Exhibit A, to provide environmental consulting services to the City and to perform the services set forth in the Scope of Work;

WHEREAS, the Council finds that Spectrum is capable of meeting the professional services needs of the City with respect to the Scope of Work identified in the proposal, and Spectrum is highly skilled and equipped to provide these professional services;

WHEREAS, the City further desires to engage Spectrum to provide professional services for Project Management, Fieldwork for the 2023-2024 Reporting period, Preparation of the 2023-2024 Annual Report, and other services identified in the proposal at the rates specified in Project Costs section of the proposal;

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

The City Manager is hereby authorized to execute an agreement with Spectrum on the terms and conditions included in the proposal attached as Exhibit A, to provide the professional services identified in the Scope of Work, including the NPDES MS4 project management, field services, 2023-2024 Annual Report, and updates to the Stormwater Management Plan. The City Manager is authorized and directed to take such actions as are necessary and appropriate to obtain and utilize these professional services, including the payment of compensation to Spectrum at the rates specified in Exhibit A.

PASSED AND ADOPTED on this the 3<sup>rd</sup> day of **October, 2023**.

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

---

Millie Harris, Council Member

ATTEST:

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Skyler Bass, City Clerk

AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH SPECTRUM ENVIRONMENTAL, INC FOR  
STORMWATER REGULATORY COMPLIANCE



September 19, 2023

City of Anniston  
Engineering Department  
4309 McClellan Boulevard  
Anniston, Alabama 36206

**Attention:** Branton Cole  
Engineering Department

**Subject:** Proposal to Provide Environmental Consulting Services in support of  
the City of Anniston's MS4 Permit Program  
Anniston, Calhoun County, Alabama  
Spectrum Proposal No. 23-15073a

Via email c/o [bcole@anniston.al.gov](mailto:bcole@anniston.al.gov)

Branton;

Spectrum Environmental, Inc. (Spectrum) appreciates the opportunity to submit this proposal to assist the City of Anniston (City). Our proposal to provide environmental consulting services in support of the City's MS4 Permit Program is prepared based on a requested scope of work provided by the City and our experience with the National Pollutant Discharge Elimination System (NPDES) program administered by the Alabama Department of Environmental Management (ADEM).

***Scope of Work***

***Task 1: Project Management:***

Spectrum is prepared to serve as a liaison to ADEM on the City's behalf on matters related to NPDES – MS4 compliance. Spectrum understands the City would like to have periodic updates as to the progress Spectrum is achieving on the associated other tasks as well as maintaining an “on-time” schedule for submittals and reports. Spectrum anticipates that at least twice per month, communication will be forwarded between Spectrum and the City providing an update in this regard.

Under this task, Spectrum anticipates working with the City to obtain information necessary that jointly the two entities will prepare the residential and commercial stormwater use fee and communicate the same with the City's Tax Department.

Finally, as part of this overarching Task, Spectrum will conduct a once per year training for the City's Stormwater Program staff which will serve as a means by which to be familiar with the contents of the City's Permit, its requirements, and the roles the City plays in overall compliance.

[www.specenviro.com](http://www.specenviro.com)

Mid-South Office  
Nashville, TN  
(205) 913-0713

Corporate Office  
Alabaster, AL  
(205) 664-2000

Coastal Office  
Mobile, AL  
(205) 300-3161

***Task 2: Field Services (Outfall Inspections, Dry Weather Screening, and 303(d) Stream Work)***

Spectrum understands that the City is required under their MS4 NPDES Permit to conduct site inspections on a certain percentage of existing outfalls during any given year with a target of 100% evaluation for a 5-year period. In addition, there is a requirement to conduct certain surface water sampling of designated “impaired” waters (those listed on the current year EPA-approved 303(d) list. The following is a general listing of inspections Spectrum anticipates making during any given compliance year period:

- Detention Pond Inspections (including City ponds as well as designated County and Private ponds;
- Dry Weather Screening (a minimum of 20% of all designated outfalls. Spectrum will work with the city to make sure that outfalls brought on-line during the current year are part of the 20% allocation);
- Municipal Facility Inspections;
- Sampling, Analysis, and Reporting of 303(d) listed streams (currently three sites); and
- The completion of Inspection Reports to be utilized in Annual Reporting

As required, a Dry Weather Screening checklist will be completed. The forms or guidelines in the associated Stormwater Management and Pollution Prevention Plan and other governing documents will be utilized. Spectrum requests the City provide a copy of any currently used form so that continuity of gathered information can be maintained.

Should an illicit discharge be identified, Spectrum will notify the City providing the location of the outfall, observances suggesting the illicit discharge, and the results of any analytical testing that may have been completed. If there is a need to trace the source because the illicit discharge is not readily apparent, Spectrum will notify the City to determine if this out-of-scope task is approved.

With regard to 303(d) listed streams, Spectrum understands there are currently two locations which require sampling and that the analytes are limited to Fecal Coliform. Spectrum has included the collection of one sample/year from each of these locations along with the analytical and reporting costs in our costs summary that follows.

The timing of the field work will be conducted in such a timeline that all analytical testing necessary to be included in the annual report is received so that it can be included and that all inspection reports and associated observation notes are readied for inclusion in the annual report.

***Task 3: Preparation of 2032 – 2024 Annual Report:***

Spectrum will work in concert with the City to compile the City’s NPDES Phase II MS4 Annual Report covering the period of April 1, 2023 to March 31, 2024. The City will provide electronic copies of certain inspections conducted by the City and other information regarding Community Wide Education, training, etc. to be included in the annual report.

Spectrum anticipates at least one in-person meeting to review the compiled matrix, reports, inspections, and other documentation to help ensure the contents of the Annual Report are consistent with MS4 permit requirements. This will include the activities completed by Spectrum’s staff and as are related to Task 2.

As part of the Annual Report submittal, Spectrum will also assist the City with the preparation of an MS4 Outfall Map and list of outfalls based on existing information provided by the City. The

MS4 Spectrum anticipates that based on the on-going growth of the City and the need to update and modify the Outfall Map, we will assist in preparing this map for the Annual Report. Spectrum will provide GIS files to the City for updating purposes.

A copy of the Annual Report will be provided to the City a minimum of two (2) weeks prior to the required submittal date for review and finalization. The City will be responsible for certifying and submitting the final Annual Report to ADEM.

***Task 4 – Update of Stormwater Management Plan***

Spectrum will assist by providing annual updates to the City’s Stormwater Management Plan as necessary or as requested.

***Task 5 – Additional Services***

Additional services as requested by the City will be provided which may include the following:

- A. Educational Support for Outreach to the Anniston Community (business and residential);
- B. GIS Mapping;
- C. Illicit Discharge Tracing; and/or
- D. Other tasks requested by the City.

***Project Costs***

The following are annualized costs, except for Task 4, which will be billed on a percent complete basis monthly during the active contract year.

Task 1 – Project Management (as described above)	\$4,650.00
Task 2 – Field Services	\$18,675.00
Task 3 – Compilation of Annual Report and Meeting	\$7,625.00
Task 4 – Update to Stormwater Management Plan	\$4,150.00/update
Task 5 – Additional Services will be provided in accordance with the attached Unit Rates.	

***Project Authorization***

To provide Spectrum written authorization for this project, please sign the **Proposal Acceptance Acknowledgement**. Retain one copy for your files and return the other copy to Spectrum.

On behalf of Spectrum, thank you for the opportunity to propose this work. Should you have any questions or comments, please call me at (205) 644-2000.

Sincerely,  
**SPECTRUM ENVIRONMENTAL, INC.**

  
Daniel Abbott, CPESC #12808  
Stormwater Group Manager - Alabaster

  
Stephen F. Castleman, ALPG#338  
President



# PROPOSAL ACCEPTANCE ACKNOWLEDGEMENT

Project Information		
<b>Project Name</b> Environmental Consulting for MS4 Compliance		
<b>Project Location</b> City of Anniston		
<b>General Scope of Services</b> Project Management, Field Services, and Reporting Compilation		
<b>Spectrum Proposal Number</b> 23-15073a	<b>Proposal Date</b> September 19, 2023	
Client Information		
<b>Client/Company Name</b> City of Anniston		
<b>Street Address</b> 4309 McClellan Boulevard		
<b>City</b> Anniston	<b>State</b> AL	<b>Zip</b> 36206
<b>Client Contact Person/Project Manager</b> Branton Cole	<b>Telephone Number</b> 256.231.7750	
<b>Fax Number</b> 256.231.7748	<b>Email Address/Web Address</b> bcole@anniston.al.gov	
Special Instructions		
Proposal Acceptance by Client's Authorized Representative		
<p>The Terms and Conditions of this Proposal, including those on this page and those attached hereto are Accepted this _____ day of _____, 20_____.</p> <p><u>City of Anniston</u>  <i>Print or Type Client's Name (Individual, Firm or Corporate Body Name)</i></p> <p><u>[Signature]</u>  <i>Signature of Client's Authorized Representative</i></p> <p><u>Steven D. Folks, Sr., City Manager</u>  <i>Print or Type Name and Title of Client's Authorized Representative</i></p>		



## TERMS AND CONDITIONS

**SERVICES TO BE PROVIDED.** Spectrum Environmental, Inc. ("Spectrum") and/or its subsidiaries, affiliates, branches or divisions, agrees to provide Client for its sole benefit and exclusive use the services set forth in our Proposal.

**DEFINITIONS.** When used herein, the terms "we", "us", or "our" refer to Spectrum and the terms "you", "your", "he", "his", "it" and "its" refer to Client.

**RIGHT OF ENTRY AND RIGHT TO PROCEED.** Client grants a right of entry from time to time to Spectrum, its agents, staff, consultants, and subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that it possesses all necessary permits and licenses required for the continuation of its activities at the site.

**BILLING AND PAYMENT.** Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses based on work performed as of the fifteenth and the last day of each month. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days from date of invoice, the amount due shall bear a service charge of 1 1/2 percent per month or 18 percent per year and the cost of collection, including reasonable attorney's fees, if collected by law or through an attorney. If 1 1/2 percent per month exceeds the maximum allowed by law, the charge automatically will be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Spectrum, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Spectrum, or any right of set-off provided by law. No deduction shall be made from Spectrum's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

**DAMAGE SITE.** Spectrum will not be liable for any property damage or bodily injury arising from damage to or interference with any portion of the building, surface, or subterranean structures, which are not called to our attention in writing and correctly shown on the plans, furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration, industrial service, and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alternations or damage.

**STANDARD OF CARE AND WARRANTY.** To the extent the proposal calls for consultation, training, assessment or industrial services such services provided by us will be performed in accordance with generally accepted industry practices. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.**

**PUBLIC LIABILITY.** Spectrum maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings a suit or claim for damages against us alleging exposure to or damage from material, elements or constituents at or from Client's facility before, during, or after the services of the Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, uninhabitability of the property, or other property damage, then: Client agrees to defend us in any such suit or claim and pay on our behalf any judgment resulting against us, including any interest thereon. Further, Client with our concurrence, will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which we may be liable in any such suit and will bear and pay litigation expense Client incurs in providing a reasonable and professional defense which will be provided by Client according to prevailing local standards. Client will have the right to investigate, negotiate and settle, with our concurrence, any such suit or claim, and we will cooperate in the defense of any such suit or claim.

**PROFESSIONAL LIABILITY.** Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$1,000,000.

**SAMPLING HANDLING AND RETENTION.** Generally, test samples or specimens are consumed or substantially altered during the conducting of tests and Spectrum, at our sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of tests.

A. **Non-Hazardous Samples.** At Client's written request, we will maintain preservable test samples and specimens of the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens of samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.

B. **Hazardous or Potentially Hazardous Samples.** In the event that samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances, we will, after completion of testing and at Client's expense (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a broker and at no time assume title to said waste.

**HAZARDOUS SUBSTANCES AND CONSTITUENTS.** Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it comes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Spectrum from and against any and all claims and liabilities resulting from:

(a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) Client's undertaking or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Allegations that Spectrum is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

**CONTAMINATED EQUIPMENT.** All laboratory and field equipment contaminated in performing our services will be decontaminated prior to the completion of the project. All decontamination shall be done at the client's facility. Waste derived from decontamination will become the property of the client. Any laboratory or field equipment, which cannot be reasonably decontaminated, shall become the property and responsibility of Client. All such equipment shall be disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment, which cannot reasonably be decontaminated.

**UNFORESEEN OCCURRENCES.** If during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Spectrum may:

(a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

(b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or

(c) Terminate the services effective on the date specified by us in writing.

**CLAIMS.** In the event that either party hereto makes claim against the other party at law or otherwise, which is not to be resolved by Arbitration as provided herein the non-prevailing party shall pay all costs incurred by the other party in regard to the claim, including, without limitation, personnel-related costs, and other claim-related expense, including without limitation, costs, fees and expenses of experts.

**DOCUMENTS.** Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of service pursuant to this Agreement shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Spectrum.

**FIELD REPRESENTATIVE.** The presence of our field personnel either full or part-time will be for the purpose of providing observation and field-testing of specific aspects of the project. Should a contractor not otherwise engaged by

Spectrum be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

**DISPUTE RESOLUTION.** Any dispute (excluding the collection of any outstanding invoice which was not objected to by client within the fourteen day period described above) arising out of, or relating to, this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Either party may initiate arbitration by providing to JAMS written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees required to commence the arbitration or file any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorney's fees). The arbitration will be held in Birmingham, Alabama. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including, but not limited to attorney's fees).

**SEVERABILITY.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties thereto.

**SURVIVAL.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereon shall remain in full force and effect binding upon the parties hereto.

**INTEGRATION.** This Agreement and the documents attached hereto and which are incorporated herein constitutes the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

**GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Alabama.

## RESOLUTIONS

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO COME UNDER THE RETIREE ACT  
2023-107 GRANTING A ONE TIME PAYMENT TO CITY OF ANNISTON  
RETIREEES PARTICIPATING IN THE RSA PROGRAM**

**SECTION 1. BE IT RESOLVED** by the City Council of the City of Anniston that the City of Anniston elects to come under the provisions of Section 1 of Act 107 of the Regular Session of the 2023 Alabama Legislature.

**SECTION 2.** That the City of Anniston agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment estimated at \$71,922.00 as provided for by said Act for those eligible retirees and beneficiaries of deceased retirees of the City of Anniston with the aforementioned increase being paid in December 2023.

**PASSED AND ADOPTED** this the **3<sup>rd</sup>** day of **October, 2023**.

**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