



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, October 4, 2021 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Al Jones

Pledge of Allegiance: Captain Hodge

Roll Call:

Approval of Minutes: September 20, 2021, Regular Council Meeting

Approval of Agenda:

Reports from Standing Committees:

Finance Committee: Colvin

Public Safety Committee: Eric Brown

Utilities Committee: Keel

Parks and Recreation: Chris Brown

Public Works Committee: Hardy

Buildings and Properties: Tapley

Reports from Special Committees: None

Public Hearing: None

Report on Status of City Finances: None

Proclamation:

1. Recognize Coach Rob for Service
2. Public Power Week

Unfinished Business: None

New Business:

1. Ordinance 2022-01: An Ordinance to Declare Real Property No Longer Needed for Public Use and Convey to the Alexander City Board of Education
2. Resolution 22-01: A Resolution to Grant Additional Footage for an Easement to Alabama Power for Power at the Oakleigh Crossing Apartments Located on HYW 22 E

3. Resolution 22-02: A Resolution to Authorize the Mayor to Execute a Procurement Contract for Services to Aging Consumers Under Title III of the Older Americans Act with the East Alabama Regional Planning and Development Commission
4. Resolution 22-03: A Resolution to Authorize the Mayor to Execute an Annual Contract with the Tallapoosa County Sheriff's Office
5. Request: A Request to Approve a Cancer Walk in honor of Arlinda Marbury Goodman for October 16, 2021
6. Request: A Request to Approve the Homecoming Parade for October 15, 2021

Executive Session: None

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Adjournment:

ORDINANCE NO. 2022-01

An Ordinance to Declare Real Property No Longer Needed for Public Use and Convey to the Alexander City Board of Education

WHEREAS, the City of Alexander City is no longer utilizing the old City Gas Plant Lot; and

WHEREAS, the Alexander City Board of Education, a governmental entity, has requested to purchase the property to utilize as a bus parking area and for storage.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALEXANDER CITY, ALABAMA, AS FOLLOWS:

SECTION 1. It is hereby established and declared that the following described property of the City of Alexander City, Alabama, is no longer needed for public or municipal purposes, to-wit:

SEE DESCRIPTION AND WARRANTY DEED ATTACHED HERETO AS EXHIBIT "A"

SECTION 2. The Mayor and the City Clerk be, and they are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Alexander City, a statutory warranty deed whereby the City of Alexander City does convey the property described in Exhibit "A" to the Alexander City Board of Education.

ADOPTED AND APPROVED this 4th day of October, 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-01** which was adopted by the City Council on this 4th day of October, 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of October, 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

**Legal Description for Gas Department Property that is being Conveyed to the
Alexander City Board of Education**

Beginning at a point where the North and South 1/2 Section line of Section 27, Township 23 N, Range 21 E, intersects the South property line of Calhoun Street, from which South 65 degrees East along the South side of said Calhoun Street for a distance of 171 feet to the point of beginning of the lot of land herein conveyed; from which beginning corner continue South 65 degrees East along the South line of Calhoun Street for a distance of 129 feet to a point at the Northwest corner of the Home Ice Company property; from which run South 11 degrees West along the West property line of the said Home Ice Company property for a distance of 216 feet to a corner; from which run South 12 degrees East along the West property line of the Home Ice Company property for a distance of 84 feet to a corner; from which run South 58 degrees West for a distance of 236 feet to a corner on the 1/2 Section line of Section 27; from which run North along the 1/2 Section line for a distance of 84 feet to a corner; from which run North 35 degrees East for a distance of 268 feet to a corner at the Northeast corner of the Alexander City Butane Gas Plant lot; from which run North 54 degrees West along the said Butane Gas Plant lot for a distance of 117 feet to the Northwest corner of said Butane Gas Plant lot; from which run North 35 degrees East for a distance of 136 feet to beginning corner; and being and located in the City of Alexander City, Alabama.

REAL ESTATE VALIDATION

Grantor & Address: The City of Alexander City, Alabama, P.O. Box 552, Alexander City, AL 35011-0552
Grantee & Address: Alexander City Board of Education, 375 Lee St., Alexander City, AL 35010
Property Address: Parcel located off Calhoun St., Alexander City, AL 35010
Parcel #62-05-08-27-4-401-051.00
Assessed Value: **\$17,560.00 per Tallapoosa Co. Rev. Commission**
* Grantor herein, by execution of this deed, certifies that the above information is true and correct.*

STATE OF ALABAMA) STATUTORY WARRANTY DEED
TALLAPOOSA COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That pursuant to the City of Alexander City’s Ordinance No. 2022-01 dated October 4, 2021, **The City of Alexander City, Alabama**, a municipal corporation (hereinafter referred to as the “Grantor”) for and in consideration of Ten & 00/100 Dollars (\$10.00) and other good and valuable consideration, does hereby grant, bargain, sell and convey unto **Alexander City Board of Education**, a governmental entity (hereinafter referred to as the “Grantee”), the following described real estate **"AS IS"** situated in Tallapoosa County, Alabama, to-wit:

LEGAL DESCRIPTION

See Exhibit A attached hereto

PRIOR DEED REFERENCES: Recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama on March 24, 1966 in Deed Volume 178, Page 169.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever, subject however to all easements and restrictions of record.

IN WITNESS WHEREOF, the Grantor has caused its name to be affixed hereto by Curtis W. Baird, its Mayor, who is duly authorized and has caused the same to be attested by Amanda Thomas, its City Clerk, and its Corporate Seal affixed this _____ day of _____, 2021.

**THE CITY OF ALEXANDER CITY,
ALABAMA**

BY: _____
CURTIS W. BAIRD, Its Mayor

Attest:

Amanda Thomas, Its Assistant City Clerk

(SEAL)

**STATE OF ALABAMA
TALLAPOOSA COUNTY**

I, the undersigned, a Notary Public, in and for said County and said State, hereby certify that **Curtis W. Baird**, whose name as Mayor of the City of Alexander City, Alabama and **Amanda Thomas**, whose name as Assistant City Clerk of the City of Alexander City, Alabama signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Alexander City, a municipal corporation.

Given under my hand this the ____ day of _____, 2021.

Notary Public

My Commission expires: _____

Grantee's Address:

**Alexander City Board of Education
375 Lee Street
Alexander City, Alabama 35010**

The preparation of this document does not constitute an examination of title as to the property described herein. This firm has made no such title examination unless reflected by separate documents signed by this firm. The legal description of the property conveyed hereby was obtained by survey, copies of which are attached hereto and made a part of by reference, or taken from a description obtained by Grantors herein or someone on their behalf. This firm makes no representation as to the accuracy of the said survey or description nor does it warrant good and merchantable title from the Grantor to the Grantee.

This Instrument Prepared By:

Larkin Radney

BARNES & RADNEY, P.C.

80 North Central Avenue

Post Office Drawer 877

Alexander City, Alabama 35011-0877

(256) 329-8438

RESOLUTION NO. 22-01

A Resolution to Grant Additional Footage for an Easement to Alabama Power for Power at the Oakleigh Crossing Apartments Located on HWY 22 E

WHEREAS, the City of Alexander City, Alabama, owns certain property within the Sportplex located the near the development of the Oakleigh Crossing Apartments; and

WHEREAS, Alabama Power is in need of additional footprint to supply power to the apartments; and

WHEREAS, a description of the area is below and included in Exhibit A

¼, ¼ STR & LOC to LOC: NW ¼ NE ¼ & NE ¼ NE ¼ of Section 5, Township 22 N, Range 21 E; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby approves the granting of said easement to Alabama Power and authorizes the Mayor to execute all documents as necessary to provide said easement.

ADOPTED AND APPROVED this 4th day of October 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-01** which was adopted by the City Council on this 4th day of October 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of October 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF TALLAPOOSA

This instrument prepared by: Charlie Rankin

Alabama Power Company
Corporate Real Estate
1515 Pumphrey Avenue
Auburn, AL 36830

KNOW ALL MEN BY THESE PRESENTS That the undersigned The City of Alexander City, a municipal corporation (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, the right in the future to install intermediate poles and facilities on said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in document number 243666, in the Office of the Judge of Probate of the above-named County.

If, in connection with the construction or improvement of any public road or highway, it becomes necessary or desirable for the Company to move any of the Facilities, Grantor hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____, 20____.

ATTEST (if required) or WITNESS:

GRANTOR: The City of Alexander City, a municipal corporation

Signature

Signature

Title

Title

-----**For Alabama Power Company Corporate Real Estate Department Use Only**-----

W.E. # A6278-09-A021 Transformer # T027UH All facilities on Grantor: NO

¼, ¼ STR & LOC to LOC: NW ¼ NE ¼ & NE ¼ NE ¼ of Section 5, Township 22 N, Range 21 E

STATE OF ALABAMA

COUNTY OF TALLAPOOSA

I, _____, a Notary Public in and for said County in said State, hereby certify that
_____, whose name as _____ of

The City of Alexander City, a municipal corporation,

is signed to the foregoing instrument, and who is known to me, acknowledged before me on

this day that, being informed of the contents of the instrument, he/she, as such _____

and with full authority, executed the same voluntarily, for and as the act of said The City of Alexander City, a municipal corporation

acting in such capacity as aforesaid.

Given under my hand and official seal this the _____ day of _____, 20____.

[SEAL]

Notary Public

My commission expires: _____

WORK ORDER DRAWING

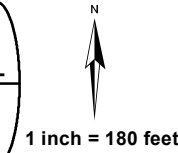
Map Center Lat / LonG:
32.928133 -85.976321

Created: 9/8/2021

Page: 1/1

WORK ORDER NUMBER
A6278-09-A021

| | | | | | | | | | | | |
|--|--|--|--|---|-----------------------------|--|--|--|---|--|--|
| Customer Name Oakleigh Crossing Apartments | | Location Highway 22 (Sportsplex) | | | County Tallapoosa | | Section Township Range 5 22N 21E | | Electrical Address Alex City x- 438152 y- H4853 | | |
| Division / District Southern/East | | Town Alex city | | Engineer linc: 334-539-2056 Adam Farrow | | W.O. Statement / Add'l Info. Need to install a loop UG system with 4 UG XFRMs and install new pole with 2 risers | | | | | |

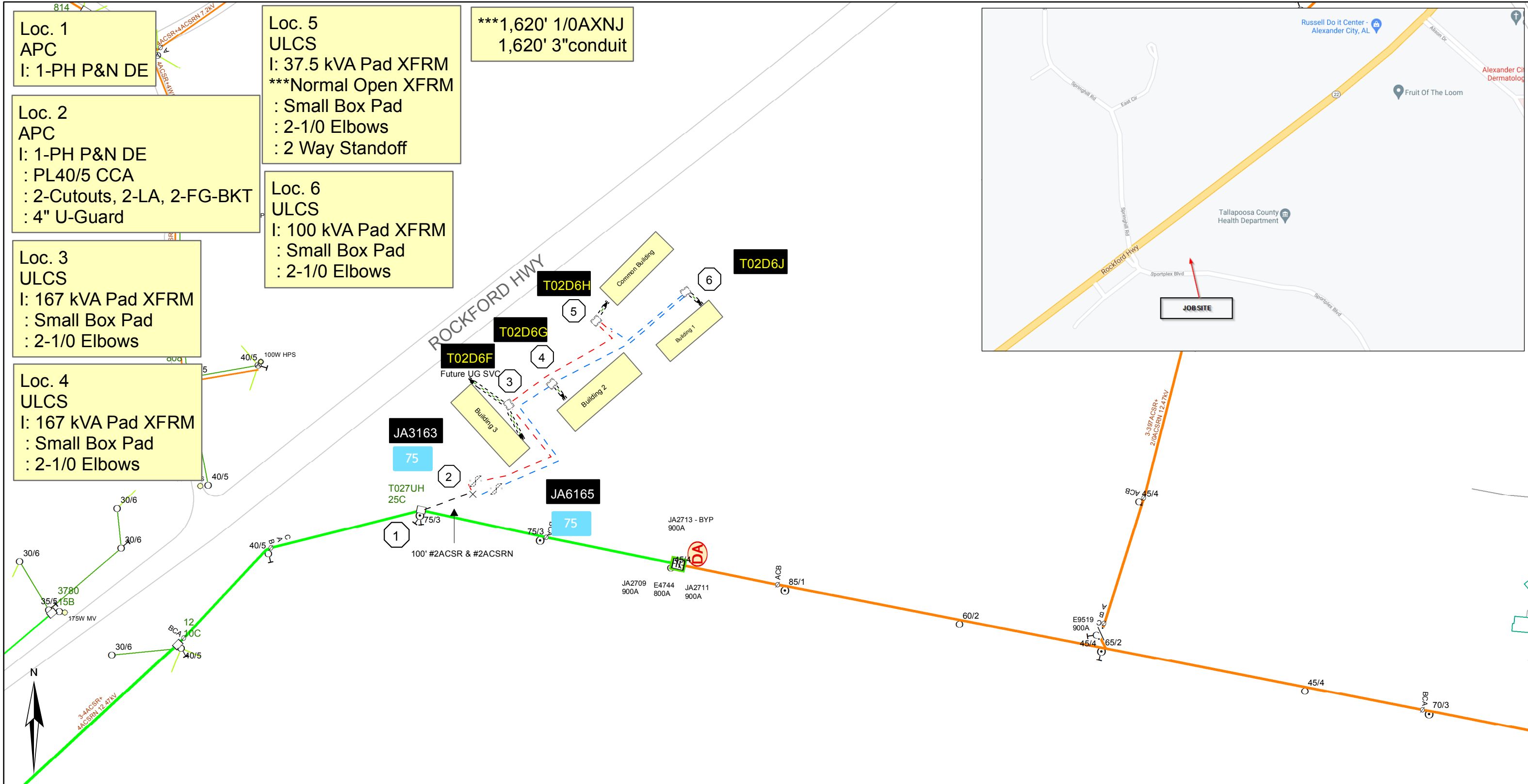


| | | | | | | | | | | | | | | |
|------------------------|------------|--------------------------|---------------|--------------------------------|---|--------------------------------------|---------------------|----------------|---------|-----------------------|-----|------------------|------------------|--------------------|
| Primary Voltage | 12.47 [kV] | Secondary Voltage | 120 / 240 [V] | Available Fault Current | L-L-L 1871 L-L-G 1813 L-L 1615 L-G 1394 L-G RES. 251 [AMPS] | Worst Flicker & Volt.Drop | FL 0.73 % VD 4.45 % | MISSALL | Y / N Y | MISSALL NUMBER | --- | Good: --- | Thru: --- | Update: --- |
|------------------------|------------|--------------------------|---------------|--------------------------------|---|--------------------------------------|---------------------|----------------|---------|-----------------------|-----|------------------|------------------|--------------------|

EWP Information:

Substation: Alex City
Feeder: 438152
Device: R4692

| | | | |
|------------------|----------|---------------------------------|---------|
| ROW Req'd | Y / N Y | Application for Service: | Y / N N |
| 1Ø or 3Ø: | 1Ø | 3Ø | |
| Main Size: | 200 | 320 600 800 1200 | |
| BILLING | \$17,805 | | |



Loc. 1
APC
I: 1-PH P&N DE

Loc. 2
APC
I: 1-PH P&N DE
: PL40/5 CCA
: 2-Cutouts, 2-LA, 2-FG-BKT
: 4" U-Guard

Loc. 3
ULCS
I: 167 kVA Pad XFRM
: Small Box Pad
: 2-1/0 Elbows

Loc. 4
ULCS
I: 167 kVA Pad XFRM
: Small Box Pad
: 2-1/0 Elbows

Loc. 5
ULCS
I: 37.5 kVA Pad XFRM
***Normal Open XFRM
: Small Box Pad
: 2-1/0 Elbows
: 2 Way Standoff

Loc. 6
ULCS
I: 100 kVA Pad XFRM
: Small Box Pad
: 2-1/0 Elbows

***1,620' 1/0AXNJ
1,620' 3"conduit

JA3163
75

JA6165
75

JA2713 - BYP
900A

JA2709 900A E4744 800A JA2711 900A

85/1

60/2

E9519 900A 45/4 65/2

45/4

70/3

JOB SITE



RESOLUTION NO. 22-02

A Resolution to Authorize the Mayor to Execute a Procurement Contract for Services to Aging Consumers Under Title III of the Older Americans Act with the East Alabama Regional Planning and Development Commission

WHEREAS, each year the City of Alexander City, Alabama, contracts with the East Alabama Planning and Development Commission to provide meals to our elderly citizens; and

WHEREAS, this year the City will receive \$27,851.05 in funding through said contract; and

WHEREAS, the scope of services under this program is to serve meals Monday through Friday, deliver meals Monday through Friday, provide a monthly nutritional education program, outreach, inform members for other opportunities and services, and etc.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to Execute said procurement contract with the East Alabama Regional Planning and Development Commission.

ADOPTED AND APPROVED this 4th day of October 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-02** which was adopted by the City Council on this 4th day of October 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of October 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



COUNCIL REQUEST MEMORANDUM

Per the City’s Organizational Ordinance 2021-01, Section 6, any written request to be placed on the agenda of the regular meeting must be submitted to the Mayor and City Clerk by close of business 14 days prior to the meeting of the Council. All resolutions and ordinances shall have a thorough explanation and supporting documentation when submitted. By completing this memo, the Clerk will be allowed to prepare better documentation for the Council and Mayor, and for any future references.

Department: Nutrition Center Meeting Request Date: 10/04/2021

SECTION 1: Request Information

Description of Request:

Approve annual contract between The City of Alexander City and East Alabama Regional Planning and Development Commission

Are there any previous ordinances or resolutions that pertain to said request? If so, please list the numbers and attach a copy for reference.

Is there a deadline, time sensitive, or any need or immediate consideration? YES NO

If yes, explain.

Is this a bid? If so, Bid # N/A Bid Title: N/A

Recommendation for Award: _____ Amount: _____

All bids must be accompanied with all submitted bid documents and tabulation.

Is a professional service firm assisting with the project? YES NO

If yes, what firm? East Alabama Regional Planning and Development Commission

SECTION 2: Funding

All resolutions and ordinances containing a budget amendment, grant request, or any type of financial request must be reviewed by the Finance Director prior to being placed on the agenda.

Are the funds included in the current fiscal year approved budget? This includes contractor labor, materials, professional services, software, implementation, etc. YES NO

If a portion of the funds are included, but more are needed please explain below.

Is there a need to include in another fiscal year budget? If so, explain.

No

SECTION 3: Supporting Documentation

****Attach any and all supporting documents including agreements, invoices, insurance, etc.**

Are signatures required? If so, how many and who?

Yes- Mayor

Provide the name, mailing address, contact number, email, and other information for whom and where the documents will need to be sent to after completion. If you are returning the documents, the Clerk's Office must keep a copy on file.

Ms. Amanda Vigers
1130 Quintard Ave.
Anniston, AL 36202

SECTION 4: Other

Provide any notes or further information that will assist the Council and Mayor when making a decision concerning said request.

Superintendent's Signature

Date

Finance Director Signature

Date

Mayor's Signature

Date

CLERK'S OFFICE USE ONLY

Date Received: _____

Council Meeting Date: _____

Received By: _____

Other Notes:

Alexander City

Grantee: 09-30-22-01

East Alabama Regional Planning and Development Commission
 The Area Agency on Aging
 Local Community Aging Services Program
 Notice of FY22 Award

| | | |
|---|----------|------------------|
| Title III B Admin/Overhead | 3,692.30 | |
| Title III B Recreation | 3,692.30 | |
| Title III C-1 Admin/Overhead | 4,797.34 | |
| Title III C-1 Donations 10/01/21 to 09/30/22 | 1,112.32 | |
| Admin/Overhead Subtotal | | 13,294.26 |
| | | |
| Title III B Transportation | 4,773.67 | |
| Title III C-2 Transportation | 3,101.17 | |
| Title III C-1 Donations 10/01/21 to 09/30/22 | 6,681.95 | |
| Transportation Subtotal | | 14,556.79 |
| | | |
| Title III-B Case Management | | |
| Title III-B Information/Assistance | | |
| Title III-B Legal Services | | |
| Title III-B In-Home Services | | |
| Title III-D Health Promotion SenioRx | | |
| SHIP | | |
| TOTAL FUNDS | | 27,851.05 |

CONTRACT #: 09-30-22-01

CONTRACTOR: Alexander City

EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
AREA AGENCY ON AGING

PROCUREMENT CONTRACT FOR SERVICES TO
AGING CONSUMERS
UNDER TITLE III OF THE OLDER AMERICANS ACT

RENEWAL AMENDMENT

Contract Period: October 1, 2021-September 30, 2022

Type of Contract: Supportive/Nutrition Services

This contract is entered into on this 1st day of October by and between East Alabama Regional Planning and Development Commission Area Agency on Aging, hereinafter referred to as EARPDC, and Alexander City hereinafter referred to as the Provider. In view of the conditions and promises contained herein, the parties agree to the following:

1. General Conditions

- A. All services under this contract must be carried out in accordance with Title III of the Older Americans Act of 1965 as amended and the policies and procedures established by EARPDC and the Alabama Department of Senior Services. All services under this contract (see appendix for definitions) must comply with applicable regulations, laws, etc. of federal, state and local governments.
- B. Provider shall, with input from EARPDC, employ qualified and capable staff, insure their attendance at required training sessions sponsored by EARPDC and the Alabama Department of Senior Services, and utilize volunteers, where appropriate and available, in program activities. Program personnel shall be governed by the policies and procedures of the Provider.
- C. Where applicable, the Provider under no circumstance has the right to trade, transfer, or sale equipment purchased in whole or in part with Title III aging funds which are used for service delivery under this contract.
- D. Provider is liable for all equipment utilized in association with this contract.
- E. EARPDC assumes no liability for actions of the Provider under this contract.
- F. Provider shall conduct regular Client Finding/Outreach activities which place emphasis on serving those in the greatest economic and social need, older individuals with severe disabilities. These persons shall be informed of the services available under Title III.

- G. Provider shall "specify how the provider intends to satisfy the needs of low-income minority individuals in the area served; and that the provider attempt to serve low-income minority individuals at least in the proportion that they represent of the total population in the area served."
- H. Provider agrees, where applicable, to utilize the local Multipurpose Senior Center, partially funded with EARPDC resources, for the purpose intended in the Older Americans Act and to establish operating procedures for its use. Senior centers are designated as community focal points and are listed in the Area Plan on Aging.
- I. Where applicable, the Provider must maintain senior center(s), and/or nutrition site(s) in an attractive, safe, comfortable, sanitary, and accessible condition, and maintain the grounds surrounding the facility.
- J. Where applicable, the Provider agrees to maintain regular operating hours for the senior nutrition activity center and provide quarterly fire drills.
- K. Provider must maintain a current inventory of all equipment purchased, transferred, and/or donated for use under this Title III aging contract.
- L. Provider must submit all program related requests, including the disposition of property and equipment, in writing to East Alabama Regional Planning And Development Commission-Area Agency on Aging for appropriate action.
- M. Provider agrees, where feasible and appropriate, to assist EARPDC in carrying out activities in support of the state long-term care Ombudsman Program.
- N. Without the written consent of both parties no rights, responsibilities or benefits associated with this contract shall be assignable by either party.
- O. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (see appendix) and any other laws, regulation or orders prohibiting discrimination on the grounds of sex, color, race, religion or national origin.
- P. The Provider where feasible and appropriate shall "make arrangements for the availability of services to older persons in weather related emergencies."
- Q. The Provider shall assure that all services under Title III of this contract are "coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources."
- R. The Provider must establish a grievance procedure to receive, discuss, and resolve complaints registered by service recipients under this contract.
- S. Providers of Home Delivered Meals must utilize the advice of persons competent in the field and, in particular, organizations of the aging, of the blind, and of the disabled in delivering services to homebound, elderly persons.
- T. Provider is required to assure that vehicle staff drivers receive special training in emergency procedures, including CPR.
- U. Provider is required to maintain an Advisory Council.

- V. Provider is required to attend in person/virtual or send a proxy to bi-annual Center manager training.
- W. Provider is required to notify EAC Nutrition Program Administrator either in writing or phone call within 2 weeks prior to Center Manager's (Retirement, vacation etc).

2. **Confidentiality**

- A. Provider shall insure that no personal information obtained from an individual shall be disclosed without the written consent of the individual concerned.
- B. Provider shall "with the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger."

3. **Client Contribution**

- A. Services will be provided under this contract without the use of any means test [53 Federal Register 169 Wednesday, August 31, 1988 sections 1321.17 (f) (3) and 1321.61 (c)].
- B. Provider agrees that clients will be given opportunities to voluntarily contribute to the cost of services received. The Provider further agrees to "protect the privacy of each older person with respect to his or her contributions." In addition, the Provider "may not deny any older person a service because the older person will not or cannot contribute to the cost of the service."
- C. Provider must comply with established procedures to safeguard and account for all contributions under this contract.

4. **Records and Reports**

- A. Provider shall maintain updated records and reports as required by EARPD. Reports are due as follows:
 - 1. Weekly Nutrition Reports ----- Due by Tuesday immediately following the week to which they apply.
 - 2. Monthly Program and Donation Reports --- Due 10th of the month immediately following the month to which they apply.
 - 3. Monthly Fiscal Reports --- Due the 10th of the month immediately following the month to which they apply.
 - 4. Quarterly Reports --- Due 10th of the month immediately following the quarter to which they apply.
- B. Provider shall maintain appropriate service logs as

- required by EARPDC.
- C. Provider shall deliver services as described in the section identified as Scope of Service. Service Definitions are included in the appendix for uniform guidance in service delivery.
 - D. Provider shall comply with EARPDC's performance reporting requirements (NAPIS) relating to programs and services funded by the Older Americans Act of 1965, as amended. Provider shall maintain monthly time sheets on appropriate personnel serving under this contract in keeping with NAPIS requirements. Time sheets, included in the appendix, shall be maintained on the Center Manager and volunteers. The Provider shall submit these time sheets to EARPDC monthly following the schedule set forth above.
 - E. Provider shall retain program and fiscal records for a period of three (3) years and retain records beyond that period if audit findings have not been resolved.
 - F. Provider shall maintain monthly Vehicle Maintenance Records, included in the appendix, on the transportation vehicle used under this contract. This record shall be submitted to EARPDC following the schedule set forth above.

5. **Assessments and Evaluations**

- A. EARPDC will monitor, assess and evaluate fiscal and programmatic records, reports and activities under contract to determine the effectiveness and efficiency of fiscal accountability and service delivery. The Alabama Department of Senior Services, Administration on Aging and EARPDC shall have ready access to all reports and records relating to this contract. Bi-annual program assessments and an annual fiscal evaluation will be conducted by EARPDC. Findings will be submitted in writing to the Provider for corrective action/encouragement for continued program performance. The Provider shall in a timely manner provide EARPDC "with statistical and other information which the area agency requires in order to meet its planning, coordination, evaluation, and reporting requirements established by the State."

6. **Compensation**

A. **Method of Payment**

(1) EARPDC will pay to the Provider a total amount not to exceed

\$ 27,851.05 (see appendix for budget) subject to the receipt of the "Report of Contractor's Monthly Expenditures and Request for Reimbursement" form due the 15th day of the following month to which it applies. Advance payments may be approved by EARPDC upon written request of the Provider. Provider will be penalized twenty-five (25%) of its share of EARPDC's reimbursement for the months requests are delinquent.

(2) At the end of the program year, the Provider's unexpended resources shall remain with the Provider.

Unexpended EARPDC funds under this contract will remain with EARPDC.

B. Provider's Match

The Provider agrees to provide at least 10% in resources or \$_____ under this contract, and agrees to report said amount monthly to EARPDC on the "Report of Contractor's Monthly Expenditures and Request for Reimbursement" form.

C. Accounts

The Provider agrees to maintain a reporting system as prescribed by EARPDC to account for all monies including local match allocated and expended in the administration and operation of services under this contract.

D. Audits and Inspections

The Provider shall cooperate and assist in any efforts undertaken by EARPDC, the Alabama Department of Senior Services or Administration on Aging to evaluate the effectiveness, feasibility and costs of services under this contract at any time during normal business hours and as often as necessary. EARPDC, the Alabama Department of Senior Services, and/or representatives of the Comptroller General shall be permitted to examine and audit all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this contract.

7. Modification

Provider may make any necessary budget adjustments, without reducing services, up to five percent (5%) of the total budget without prior approval from EARPDC. EARPDC must be apprised of these changes in a written narrative within 10 working days. Any other changes including budget revision in excess of 5% of the total budget, services and resources (Provider and/or EARPDC) shall be incorporated in written and signed modification utilizing EARPDC required forms. Changes become valid upon signing by both parties.

8. Termination of Contract

Either party may terminate this contract by giving at least thirty (30) days written notice to the other party specifying effective date of termination. Reasons for termination include:

- a. the provider's failure to fulfill in a timely and proper manner its obligations under this contract;
- b. the Provider intentionally violates conditions of this contract; and
- c. funding to EARPDC is discontinued from the Alabama Department of Senior Services.

All finished or unfinished documents, records, accounts, and other material prepared or secured by the Provider under this contract shall remain with EARPDC.

The Provider shall be justly compensated if applicable, for satisfactory work completed. Equipment, furniture, and other purchases, if any, made with EARPDC funds will be returned to EARPDC.

9. Equal Employment Opportunity

A. The Provider assures that all activities under this contract will be conducted in accordance with existing equal employment opportunity regulations. There will be no discrimination against any person in all phases of employment on the grounds of political or religious affiliations or because of race, color, national origin, sex, age, or handicapped condition except where sex, age, physical or mental condition has been clearly shown to be an essential bona fide occupational qualification. This obligation will extend to all areas of employment including, but not limited to, the following: pay, promotion, disciplinary measures, demotion, terminations, working conditions, training, awards and benefits.

The Provider agrees to post in places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause. The Provider shall in all solicitations or advertisements for employees placed by or on behalf of the Provider, state "Equal Opportunity Employer M/F".

10. **Forms to Be Furnished To Provider**

All forms, reports and records as are necessary under this contract will be made available without charge by EARPDC.

11. **Publication, Reproduction and Use of Material**

No material produced in whole or in part under this contract will be subject to copyright. EARPDC will have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other material prepared under this contract. Any publication, brochure, press release, or other material prepared by the Provider for distribution must be approved by EARPDC. Documents will bear the following notation:

"Preparation of this document was financed, in part, through a grant from the Administration on Aging and the Alabama Department of Senior Services as administered by East Alabama Regional Planning And Development Commission Area Agency on Aging." In addition, the ADSS logo must be placed on all publication developed under this contract.

12. **Nondiscrimination on the Basis of Handicap**

- A. Provider shall assure that "no qualified handicapped person be denied the benefits of, be excluded from participation in or otherwise be subjected to discrimination under any of its programs."
- B. Provider assures that facilities, where appropriate, are accessible or useable by handicapped persons and comply with 504 regulations.

13. **Americans with Disabilities Clause**

The LESSOR/CONTRACTOR/GRANTEE hereby agrees to indemnify and hold the EARPDC harmless from and against any and all liability, loss, damage, cost, and expense, including court cost and attorney fees (whether or not litigation be commenced) of whatever nature or type, that the Agency may suffer, be put to pay or layout by reason of LESSOR'S/ CONTRACTOR'S/GRANTEE'S failure to make

leased facilities conform to all applicable local, state, and federal building requirements, ordinances, and laws requiring that facilities be accessible to individuals with disabilities for the purpose of employees working in the facility or attending programs conducted by or through the Area Agency on Aging.

14. Drug-Free Workplace Act of 1988

All Providers, sub-providers and host agencies of contract funded positions shall certify to compliances with the Drug-free Workplace Act of 1988. All Providers, sub-providers and host agencies must notify the South Central Alabama Development Commission - Area Agency on Aging in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract enrolled during working hours or while at an assigned workplace, not later than five days after such convictions.

Any Provider, sub-provider and host agency that knowingly fail to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or sub-contract with East Alabama Regional Planning And Development Commission - Area Agency on Aging or the services provided through the respective program.

15. Civil Rights

The Provider shall comply with Title VI of the Civil Rights Act of 1964 as it appears in Appendix A (Civil Rights Act of 1964). The Provider further assures that activities under this agreement will make no distinction regarding services and employment on the grounds of race, color, creed, national origin, age, or sex.

16. Non-conflict of Interest

The Provider's program staff (including volunteers) shall not promote private or personal interest in conjunction with the performance of duties covered under this contract. To comply with these requirements, the Provider agrees to the following:

A. not to disclose or use confidential information obtained as a result of its association with or access to any client for personal gain or advantage for its employer, or any other parties, or for any other purpose not directly required by this program; and

B. acknowledge its obligation to respect the confidentiality of the client and to exercise good faith and integrity in all dealings with clients. Any breach of this agreement will subject it to liability for breaching the client's right to privacy and confidentiality.

17. Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal, the Provider, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its

principals:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and

B. where the provider is unable to certify to any of the above, it shall attach an explanation to this proposal.

The Provider further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

18. **USDA's Non-Discrimination Statement**

The Provider shall assure compliance with the non-discrimination statement set forth in the appendix; post it in the senior center; and include it in full on all materials which are produced by USDA and its agencies for public information, public education or public distribution.

19. **Certification regarding lobbying.**

The Contractor certifies, to the best of his or her knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, member or Congress, officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federally funded contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress connection with this federally funded contract, grant loan or cooperative agreement the Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. **Immigration Status.**

The Provider hereby attests that all workers are either citizens of the United States or are in a proper and legal immigration status that authorized them to be

employed for pay within the United States.

21. **Nutrition Functions**

- A. Provider agrees to maintain a waiting list of eligible clients to assure adequate participation in the Congregate and Home Delivered Meals program.
- B. Provider agrees to coordinate activities with local Department of Human Resources and assist participants in qualifying for program benefits.
- C. Provider agrees to annually reassess clients' need for Home Delivered Meals.
- D. Provider agrees to assess the need for home delivered meals among its congregate participants and other participants for whom it has responsibility.
- E. In weather related emergencies, the Provider must make special arrangements for the delivery of meals to older persons who are homebound.
- F. Provider shall be accountable for all supplies received from the food vendor and responsible for the replacement, if necessary, of such supplies as tea urn, coffee pot, thermometer, and serving utensils.
- G. Provider agrees to comply with EARPDC's policy governing eligibility requirements for participation in nutrition services under Title III of the Older Americans Act of 1965, as amended.
- H. Provider understands that meals will not be delivered by the food vendor to nutrition sites on holidays established under this contract and set forth in the appendix.
- I. **Provider understands that any meal served to individuals other than eligible persons in the Nutrition Program for the Elderly must be paid for with local funds. A check shall be submitted weekly to the EARPDC-Area Agency on Aging at the current meal cost for each meal not served to eligible persons.**

SCOPE OF SERVICES

Provider agrees to deliver the following services:

1. **MEALS - CONGREGATE (PART C-1)**
-serve_meals Monday through Friday totaling 240 days of service
2. **MEALS-HOME DELIVERED (PART C-2)**
- serve_meals Monday through Friday totaling 240 days of service
3. **NUTRITION EDUCATION (PART C-1& C-2)**
- provide a monthly program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction to participants and/or caregivers; and deliver service in a group of individual setting to older participants.
4. **OUTREACH (PART B)**
- identify eligible clients (or their caregivers) and encourage their use of existing services and benefits;
- provide individual one-on-one contact with elderly clients or caregivers;
- assure maximum participation of eligible older persons in existing service; and
- target older individuals in the greatest economic and social need.
5. **INFORMATION AND ASSISTANCE (PART B)**
- provide current information on opportunities and services available to older individuals within their communities; assess problems and capacities of the older individual; and link the individual to available opportunities and services.
6. **TRANSPORTATION (PART III-B)**
- provide services Monday through Friday totaling 240 days of service minimum of annual units of service; and
- provide transportation to older persons to nutrition centers and other places of need.
7. **TRANSPORTATION (PART C-2) Home Delivered Meals**
- assist with home delivered meals for eligible clients.
8. **OTHER SERVICES (PART B)**
Recreation
- Provide opportunities for clients to participate in sports, use exercise equipment performing arts, games, and crafts, or enjoy these activities as a spectator.

Public Education
- Provide formal or informal opportunities for individuals to acquire knowledge, experience, or skills. This service may include workshops designed to increase awareness on a variety of topics.

IN WITNESS WHEREOF, East Alabama Regional Planning and Development Commission and the City of Alexander City have entered into this contract for the fiscal year October, 2021 through September, 2022 in a spirit of cooperation and mutual concern for the well-being of older persons in Alexander City, AL.

**EAST ALABAMA REGIONAL PLANNING &
DEVELOPMENT COMMISSION
AREA AGENCY ON AGING**

PROVIDER

Mayor of Alexander City

Executive Director

Date

Date

ATTEST:

ATTEST:

Grantee Certification of Designated Program Administrator*

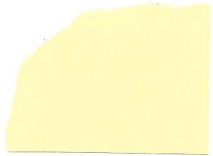
The Grantee agrees that in order to assure that the program is administered properly and that the requirements of the agreement are fulfilled, the person designated below will be responsible for the following:

- Supervision of local Aging Services Programs including Senior Center Programs and program staff or supervisor of project staff and project services.
- Serve as the point of contact for the EAC Area Agency on Aging staff to address the results of monitoring activities performed by the staff of the EAC Area Agency on Aging and the Alabama Commission on Aging.
- Provision of training for local program staff.
- The timely submission of all reports and requests mandated by the EAC Area Agency on Aging and Alabama Commission on Aging.
- Provide assurance that all client files will be maintained and retained under locked Center Manager control.
- Formally monitoring the local program at least two (2) times per year.
- The Grantee's compliance with the Grant Agreement requirements.

Designated Program Administrator:

Name: Al Jones
Address: 281 James D. Nabers Drive
Alexander City, AL 35010
Telephone #: 256-329-6708
E-mail address: al.jones@alexandercityal.gov

Authorized by:
(Person Executing Grant Agreement)



*This person cannot be the Senior Center Manager

**Grantee Certification of
Designated Fiscal Administrator**

The Grantee agrees that in order to assure that the program is administered properly and that the requirements of the agreement are fulfilled, the person designated below will be responsible for the following:

- Serve as the point of contact for EAC Fiscal staff regarding issues related to grantee request for reimbursement.
- Provision training for local fiscal staff.
- The timely submission of all fiscal reports and requests mandated by the EAC Area Agency on Aging and the Alabama Commission on Aging.
- Being formally designated staff for signing all fiscal reports submitted to EAC (i.e., original budget, budget revisions, requests for reimbursements).

Designated Fiscal Administrator:

Name: Al Jones
Address: 281 James D. Nabers Drive
Alexander City, AL 35010
Telephone # 256-329-6708
E-mail address: al.jones@alexandercityal.gov

Authorized by:
(Person Executing Grant Agreement)



COMPLAINCE

CIVIL RIGHTS ACT
OF 1964

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Grantee provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE GRANTEE HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department. *The Grantee agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial*

assistance, and that it is binding upon the Grantee, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. The Grantee further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance and commit the Grantee to the above provisions.

Date

Signature and Title of Authorized Official

Name of Applicant or Recipient

Street

City, State, Zip Code

Beason-Hammon Compliance Certificate

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

RE Contract/Grant/Incentive (describe by number or subject):

Grant #09-30-22-01 by and between City of Alexander City (Contractor/Grantee) and East Alabama Regional Planning & Development (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- 1. The undersigned holds the position of Mayo with the Contractor/Grantee named above, is authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee's business structure is as indicated by my initials.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

(a.) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

____ (b.) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

{**Alien** is any person who is not a citizen or national of the United States, as described in 8 U.S.C §1101, et seq., and any amendments hereto.}

{**Unauthorized Alien** is an alien who is not authorized to work in the United States as defined in 8 U.S.C. §1324a(h)(3).}

4. The Contractor/Grantee is enrolled in E-Verify unless {*initial the following sections which apply*}:

____ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.

____ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this ____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this ____ day of _____ 20____.

WITNESS _____

Print Name of Witness

Drug-Free Workplace

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. By execution of this Grant Agreement and Certification the Grantee certifies that it will provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing a drug-free awareness program to inform employees about -
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e) Notifying the Area Agency on Aging within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
 - f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
 - 1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace *through implementation of paragraphs (a), (b), (c), (d), (e), and (f).*

B. The site(s) for the performance of work done in connection with this specific Grant Agreement

1. 02 Court Square
(Street Address)

Alexander City, AL 35010 - Tallapoosa County
(City, County, State, Zip Code)

2. _____
(Street Address)

(City, County, State, Zip Code)

The Grantee will inform East Alabama Regional Planning and Development Commission of any additional site for performance of work under this Grant Agreement.

The undersigned is authorized to make the foregoing certification and assurances and to execute this Certificate on behalf of the Grantee.

EXECUTED BY: _____

GRANTEE

AUTHORIZED OFFICER

ADDRESS

DATE

Debarment Assurance Compliance

ASSURANCE OF COMPLIANCE WITH THE U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110 REGARDING PROCUREMENT, AND SUSPENSION AND DEBARMENT

_____ (Hereinafter called the "Sub grantee")

HEREBY AGREES THAT it will comply with A-102 Common Rule and OMB Circular A-110 regarding procurement and suspension and debarment from any program or activity for which the Sub grantee receives Federal financial assistance from the Department; and
HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sub grantee, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Sub grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Dated _____ (Sub grantee)

BY: _____
(President, Chairman of Board or comparable authorized official)

RESOLUTION NO. 22-03

A Resolution to Authorize the Mayor to Execute an Annual Contract with the Tallapoosa County Sheriff's Office

WHEREAS, each year the City of Alexander City approves an annual contract with the Tallapoosa County Jail on to house inmate; and

WHEREAS, the City of Alexander City, Alabama, would compensate the County in the amount of \$50.00 as a booking fee per prisoner, \$10.00 per day for feeding, and any health cost(s) of the incarcerated city inmates; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to enter into a one-year term contract with the Tallapoosa County Sheriff's Department to house inmates.

ADOPTED AND APPROVED this 4th day of October 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-03** which was adopted by the City Council on this 4th day of October 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of October 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



JIMMY ABBETT
Sheriff

Tallapoosa County Sheriff's Department
316 Industrial Park Drive
Dadeville, Alabama 36853
(256) 825-4264 • FAX (256) 825-1012



CONTRACT

CITY OF ALEXANDER CITY hereby agrees to the following conditions to this contract for the housing of City Prisoners in the Tallapoosa County Jail.

The Contract will remain in effect for one (1) year, and is renewable at the first of each Fiscal Year established by the county.

COMPENSATE THE COUNTY IN THE AMOUNT OF \$50.00
AS A BOOKING FEE PER PRISONER BOOKED INTO THE
TALLAPOOSA COUNTY JAIL.

COMPENSATE THE SHERIFF OF TALLAPOOSA COUNTY
\$10.00 PER DAY FOR FEEDING EACH INCARCERATED
CITY PRISONER.

COMPENSATE THE COUNTY FOR HEALTH COST(S) OF
INCARCERATED CITY PRISONERS.

SIGNED: _____
MAYOR OF THE CITY OF ALEXANDER CITY, ALABAMA

DATE: _____

SIGNED: _____
BLAKE BECK/COUNTY ADMINISTRATOR
TALLAPOOSA COUNTY

DATE: _____



Event Application

The purpose of the application is to better understand the details of the requested event and to better serve you as an event coordinator. All events within the Arts and Entertainment District must be in compliance with Ordinance No. 2015-11. All *Special Events* must be in compliance with Ordinance No. 99-09 and be approved by the City Council.

Only incorporated non-profit organizations are allowed to apply for a Special Event Permit. If the organization is requesting to distribute/serve or allow alcohol to be brought in, then the Special Event portion of this application must be completed. Furthermore, an ABC application must be completed if the organization is planning to distribute alcohol. The application must be submitted to the ABC Board prior to City Council approval and/or submitted with the completed event application. The contact number to the ABC Board is listed on page 7.

All applicants requesting to use City property located within the Arts & Entertainment District must submit a complete application 30 day prior to the date of the event to the A&E Committee representative. All events outside the Arts & Entertainment District must be submitted to the City Council.

Per Ordinance 2021-01, any person, firm, partnership, corporation, association or other entity with business or applications to present to the City Council at a regular meeting must first make application with the City Clerk no later than 5:00 P.M. fourteen (14) days prior to the meeting.

Name of Organization: Cancer Walk in honor of Arlinda Marbury Goodman

Type of Event: Circus/Carnival Company Picnic Concert
 Demonstration/Rally Festival/Fair Race/Walk
 Parade Wedding Other

Describe Other: _____

Date(s) Requested: October 16, 2021

Venue Within A&E District Requested: Strand Park Broad Street Plaza Other

List Other: _____

Property outside A&E District: Cancer walk from Stephens School downtown & back

Event Name: Arlinda Marbury Goodman Cancer Walk

Name of Applicant if not Non-Profit: Rose Marbury Photo ID required (age 21+)

Address: 1847 North Central Avenue

City: Kellyton State/Zip: AI 35089

Email: _____

Cell: 256 215-0157 Other Phone: _____

Goals for Event: To provide funds for cancer patients in our area to help with their needs.

Descriptive Summary of Event: Walk from Stephens to downtown & back

How does this event contribute to the cultural and economic development of Alexander City?
This event provides help to Cancer victims in our area with monetary donation to UAB Cancer Center.

Benefit to Downtown Economy _____

Co-Sponsor: _____

Will any admission or registration fees be charged? YES NO If yes, how much? Registration fee 10 per walker

How will the event be promoted? TV Newspaper Radio Billboard

Flyers/Posters Internet/Social Media Other (explain) _____

Event website or Social Media Page: _____

What other activities are planned or anticipated in conjunction with this event? Will also accept donations

CHECKLIST

Liability Coverage All participants sign waivers NOT holding event organizers or City liable.

Minimum Requirements are as follows: each occurrence \$1,000,000; damage to rented premises \$100,000; medical expense \$100,000; personal and injury \$1,000,000; general aggregate \$1,000,000; and comp/op agg \$1,000,000.

Name of Insured: _____ Producer: _____

Policy No.: _____ Effective Date: _____ Expiration Date: _____

Event Parking

Where will you tell people to park? *Permission must be gained from private property and/or business owners.*

Identify set-up parking areas _____

Participant parking (vendors, staff, volunteers) _____

Attendees parking _____

Event Size

Number of Participants 20

Number of Staff/ Volunteers 10

Number of Spectators _____

Total Number of Attendees _____

Event History

Is this a first-time event? YES **NO**

Does this group have event experience? **YES** NO

If yes, list previous events: 1st walk was last year the 3rd Sat in October

Detail experience, location, etc.: 1st walk was last year very

successful. No problems or complaints. \$1045 donated

Is this an annual event? **YES** NO If yes, how many years running? 2nd. last year

Activities and Entertainment

Attach a list of scheduled activities and entertainment with times (i.e. bands, contests, demonstrations, cook-offs, performances, etc.)

Structures: Check all that apply

Tents _____ Booths _____ Tables _____ Chairs _____ Stages _____

Fencing _____ Light/Sound Towers _____ Generators _____ Other _____

Utilities

Will you need electricity? YES **NO** If yes, how many outlets? _____

Will you need water? YES **NO** If yes, how much? _____

Portable Toilets

Indicate the number of portable toilets you will provide. Placement of toilets should be shown on the Location Layout.

Minimum one (1) per fifty (50) participants is required.

Number of Regular porta-potties _____ ADA # _____

When will portable toilets be delivered? _____
Multi-day events require portable toilets daily.

_____ **Event Clean-Up/Trash Removal**

The applicant is responsible for trash clean up. Please contact Advanced Disposal directly (334) 513-1864. Please contact Advanced no less than two weeks prior to the event.

The City of Alexander City and the Arts & Entrainment District encourages recycling. Is there a recycling plan? _____

_____ **** The City operates a recycling facility that is located on Railey Road behind the Water Department. It is a drop-off facility only. The City also owns a recycling trailer for #1 plastics (Gatorade, . If you would like to utilize the recycling equipment, please indicate above.**

_____ **First Aid Plan**

Will you have a first aid station on-site? **YES** **NO**

What plan do you have for emergencies? _____

_____ **Security**

The applicant is responsible for adequate security for the event including crowd control, emergency response, and alcohol enforcement. Complete page 6 of the application if the event is classified as a Special Event (allows alcohol). If the event is not a Special Event then refer to the chart below for security.

- 1-99 = No officer required
- 100-199 = 1 Officer
- 200-299 = 2 Officers
- 300-399 = 3 Officers

Street Closures ****Events requesting streets closures require additional police staffing.**

List any and all streets that will need to be closed for the event. Approval must be granted by the Alexander City Police Chief prior to the event.

WE WILL WALK DOWN MLK BLVD, TURN RIGHT ONTO JEFFERSON ST. WALK TO MAIN, TURN AROUND & WALK BACK.

_____ **Date of Closure and Beginning and Ending Time:**

Date: 10/16/21 Beginning Time: _____ Ending Time: _____

ARTS AND ENTERTAINMENT DISTRICT RULES AND RESTRICTIONS

Public possession and consumption of alcoholic beverages shall be allowed within the Arts and Entertainment District subject to the following rules:

1. Patrons may exit a licensed premise with open beverages in approved, shatter resistant containers except that where outdoor sidewalk seating contiguous to an on-premise licensee exists patrons may be served in glass containers so long as consumers not leave the proximity of that licensee.
2. Approved containers include any plastic, paper or Styrofoam cup identifiable as being purchased within the District.
3. Patrons are limited to one carryout beverage at a time.
4. No person may enter a licensed premise with an open or closed container acquired elsewhere including, specifically, another licensed premise within the District.
5. Open containers of alcoholic beverages purchased from a licensed premise within the District may be carried into a non-licensed business only at the discretion of that business owner.
6. Alcoholic beverages purchased outside the boundaries of the District are prohibited within the District:
 - a. Except for consumption at a Special Event.
 - b. Except for consumption in a private residence or banquet facility.
7. No person or motorist may possess an open container in a motor vehicle on a public street or adjacent parking lots at any time.
8. Open containers of alcoholic beverages may not be removed from or consumed beyond the designated boundaries of the Arts and Entertainment District.
9. Nothing shall be construed to allow the sale of alcoholic beverages to minors and Alabama Beverage Control Board regulations regarding sales to minors will be strictly enforced.

SPECIAL EVENT PERMIT (distribution, serve or bring your own alcohol)

Per Ordinance No. 99-09 a Special Event shall mean an event organized by an incorporated non-profit organization that is open to the general public and benefits the citizens of the City of Alexander City, Alabama, by way of cultural or educational entertainment. **Only incorporated non-profit organizations may apply for a Special Event Permit.** Special Events must be permitted by the City Council and all requirements must be met prior to the approval.

The following requirements must be completed prior to submittal to the City Council.

_____ **Liability Coverage**

Minimum Requirements are as follows: each occurrence \$1,000,000; damage to rented premises \$500,000; medical expense \$100,000; personal and injury \$1,000,000; general aggregate \$1,000,000; and comp/op agg \$1,000,000.

Name of Insured: _____ Producer: _____

Policy No.: _____ Effective Date: _____ Expiration Date: _____

*****A copy of the certificate of ability insurance must be provided to the City Clerk's office once the event is approved and before the event takes place.***

_____ **Geographical Parameters**

Describe or attach a map with the event geographical parameters.

_____ **Security**

Adequate security must be provided for the safety of the citizens and attendees. The organization is responsible for providing and funding security for the event. Refer to the chart below for adequate security. Please remember to provide additional security will be needed for parking.

- 1-99 = 2 Officers
- 100-199 = 4 Officer
- 200-299 = 6 Officers
- 300-399 = 8 Officers

_____ **Special Event Fee:** The application shall be submitted to the City Clerk's office with a fee of \$500.00 per Ordinance 99-09.

OTHER INFORMATION:

Tallapoosa County Health Department: (256) 329-0531
City Clerk's Office: (256) 329-6700
A&E Committee: (256) 329-9227
ABC Board: (334) 826-1137
Advanced Disposal: (334) 513-1864

SIGNATURES:

Applicant's Signature Rosie Marbury Date 09/24/21
A&E Signature _____ Date / /

INTERNAL USE ONLY

Application Complete: **YES** **NO**

Date Received: / / Approved: / / Disapproved: / /

Added to the Event Calendar: **YES** **NO**

Contact the Following:

- 1. Police Chief: **YES** **NO**
- 2. Public Works: **YES** **NO**
- 3. Light Department for electrical needs: **YES** **NO**
- 4. Water Department for any water needs: **YES** **NO**
- 5. Parks & Rec.: **YES** **NO**
- 6. City Clerk: **YES** **NO**

Authorized Signature: _____ Date: / /

need insurance once approved.



**ALEXANDER
CITY**
ALABAMA

P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700
www.alexandercityal.gov

Event Application

The purpose of the application is to better understand the details of the requested event and to better serve you as an event coordinator. All events within the Arts and Entertainment District must be in compliance with Ordinance No. 2015-11. All *Special Events* must be in compliance with Ordinance No. 99-09 and be approved by the City Council.

Only incorporated non-profit organizations are allowed to apply for a Special Event Permit. If the organization is requesting to distribute/serve or allow alcohol to be brought in, then the Special Event portion of this application must be completed. Furthermore, an ABC application must be completed if the organization is planning to distribute alcohol. The application must be submitted to the ABC Board prior to City Council approval and/or submitted with the completed event application. The contact number to the ABC Board is listed on page 7.

All applicants requesting to use City property located within the Arts & Entertainment District must submit a complete application 30 day prior to the date of the event to the A&E Committee representative. All events outside the Arts & Entertainment District must be submitted to the City Council.

Per Ordinance 2021-01, any person, firm, partnership, corporation, association or other entity with business or applications to present to the City Council at a regular meeting must first make application with the City Clerk no later than 5:00 P.M. fourteen (14) days prior to the meeting.

Name of Organization: Benjamin Russell High School

Type of Event: Circus/Carnival Company Picnic Concert
 Demonstration/Rally Festival/Fair Race/Walk
 Parade Wedding Other

Describe Other: Homecoming Pep Rally/ Homecoming Parade

Date(s) Requested: 10/14/2021 for Pep Rally 10/15/2021 for Parade

Venue Within A&E District Requested: Strand Park Broad Street Plaza Other

List Other: Downtown area from Hamp Lion Stadium to Ben Russell High School

Property outside A&E District: Downtown area and city streets to BRHS

Event Name: Benjamin Russell High School Homecoming

Name of Applicant if not Non-Profit: _____ Photo ID required (age 21+)

Address: _____

City: _____ State/Zip: _____

Email: _____

Cell: _____ Other Phone: _____

Goals for Event: _____

Descriptive Summary of Event: _____

How does this event contribute to the cultural and economic development of Alexander City?

Benefit to Downtown Economy _____

Co-Sponsor: _____

Will any admission or registration fees be charged? YES NO If yes, how much? _____

How will the event be promoted? TV Newspaper Radio Billboard

Flyers/Posters Internet/Social Media Other (explain) School website, emails, etc.

Event website or Social Media Page: _____

What other activities are planned or anticipated in conjunction with this event? N/A

CHECKLIST

Liability Coverage

Minimum Requirements are as follows: each occurrence \$1,000,000; damage to rented premises \$100,000; medical expense \$100,000; personal and injury \$1,000,000; general aggregate \$1,000,000; and comp/op agg \$1,000,000.

Name of Insured: Alexander City Board of Education Producer: _____

Policy No.: _____ Effective Date: _____ Expiration Date: _____

**Event Parking**

Where will you tell people to park? *Permission must be gained from private property and/or business owners.*

Identify set-up parking areas ACMS, etc.

Participant parking (vendors, staff, volunteers) _____

Attendees parking _____

**Event Size**

Number of Participants 125

Number of Staff/ Volunteers 30

Number of Spectators 100

Total Number of Attendees 255

**Event History**

Is this a first-time event? **YES** **NO**

Does this group have event experience? **YES** **NO**

If yes, list previous events: Homecoming Parade was last done in 2019-2020 school year. First time for the pep rally

Detail experience, location, etc.: _____

Is this an annual event? **YES** **NO** If yes, how many years running? _____

Activities and Entertainment

Attach a list of scheduled activities and entertainment with times (i.e. bands, contests, demonstrations, cook-offs, performances, etc.)

Structures: Check all that apply

Tents _____ Booths _____ Tables _____ Chairs _____ Stages X

Fencing _____ Light/Sound Towers _____ Generators _____ Other X

Utilities

Will you need electricity? **YES** **NO** If yes, how many outlets? 2

Will you need water? **YES** **NO** If yes, how much? _____

Portable Toilets

Indicate the number of portable toilets you will provide. Placement of toilets should be shown on the Location Layout.

Minimum one (1) per fifty (50) participants is required.

Number of Regular porta-potties 0 ADA # _____

When will portable toilets be delivered? _____
Multi-day events require portable toilets daily.

Event Clean-Up/Trash Removal

The applicant is responsible for trash clean up. Please contact Advanced Disposal directly (334) 513-1864. Please contact Advanced no less than two weeks prior to the event.

The City of Alexander City and the Arts & Entrainment District encourages recycling. Is there a recycling plan? _____

** The City operates a recycling facility that is located on Railey Road behind the Water Department. It is a drop-off facility only. The City also owns a recycling trailer for #1 plastics (Gatorade, . If you would like to utilize the recycling equipment, please indicate above.

First Aid Plan

Will you have a first aid station on-site? **YES** **NO**

What plan do you have for emergencies? _____
Follow the school system's safety plan in the even that emergency takes place.

Security

The applicant is responsible for adequate security for the event including crowd control, emergency response, and alcohol enforcement. Complete page 6 of the application if the event is classified as a Special Event (allows alcohol). If the event is not a Special Event then refer to the chart below for security.

- 1-99 = No officer required
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- 200-299 = 2 Officers
- 300-399 = 3 Officers

Street Closures **Events requesting streets closures require additional police staffing.

List any and all streets that will need to be closed for the event. Approval must be granted by the Alexander City Police Chief prior to the event.
Street closure for Parade with police presence is requested. Pep rally will not need street closures.

Date of Closure and Beginning and Ending Time:

Date: 10/15/2021 Beginning Time: 1:45 Ending Time: 2:45

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 - a. Except for consumption at a Special Event.
 - b. Except for consumption in a private residence or banquet facility.
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Name of Insured: Alexander City Schools Producer: Dark Insurance

Policy No.: _____ Effective Date: _____ Expiration Date: _____

*****A copy of the certificate of ability insurance must be provided to the City Clerk's office once the event is approved and before the event takes place.***

_____ **Geographical Parameters**

Describe or attach a map with the event geographical parameters.

Pep Rally will take place at Strand Park, and the Parade will start at Hamp Lion. The Parade
_____ will follow up Calhoun Street, then turn left onto Main Street. It will
_____ follow down Church street and will continue onto Wilson Street, where it will conclude in front of
_____ **Benjamin Russell High School.**

_____ **Security**

Adequate security must be provided for the safety of the citizens and attendees. The organization is responsible for providing and funding security for the event. Refer to the chart below for adequate security. Please remember to provide additional security will be needed for parking.

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City Clerk's Office: (256) 329-6700
A&E Committee: (256) 329-9227
ABC Board: (334) 826-1137
Advanced Disposal: (334) 513-1864

SIGNATURES:

Applicant's Signature _____ Date ___/___/___

A&E Signature _____ Date ___/___/___

INTERNAL USE ONLY

Application Complete: **YES** **NO**

Date Received: ___/___/___ Approved: ___/___/___ Disapproved: ___/___/___

Added to the Event Calendar: **YES** **NO**

Contact the Following:

- 1. Police Chief: **YES** **NO**
- 2. Public Works: **YES** **NO**
- 3. Light Department for electrical needs: **YES** **NO**
- 4. Water Department for any water needs: **YES** **NO**
- 5. Parks & Rec.: **YES** **NO**
- 6. City Clerk: **YES** **NO**

Authorized Signature: Amanda F. Thomas Date: 9/28/21

Need Insurance once Approved: