



Regular Council Meeting Agenda

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

Call to Order: Council President

Opening Prayer: Councilman Tapley

Pledge of Allegiance: Captain Orr

Roll Call:

Approval of Minutes: October 18, 2021, Work Session
October 18, 2021, Regular Meeting
October 21, 2021, Special Called Meeting
October 28, 2021, Work Session

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:

Proclamation: None

Unfinished Business: None

New Business:

1. Ordinance 2022-: An Ordinance to Declare Real Property No Longer Needed for Public Use and Convey to the Tallapoosa County Commission
2. Resolution 22-10: A Resolution to Declare Personal Property as Surplus and No Longer Needed for Public Use

3. Resolution 22-11: A Resolution to Authorize the Mayor to Execute the ESRI Small Municipal and County Government Enterprise Agreement (SGEA)
4. Resolution 22-12: A Resolution to Adopt the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan: Phase Three-A, January 2021
5. Resolution 22-13: A Resolution to Adopt the Policy to Rename City Streets

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. 2022-04

An Ordinance to Declare Real Property No Longer Needed for Public Use and Convey to the Tallapoosa County Commission

WHEREAS, the City of Alexander City is no longer utilizing the property located on Elkahatchee Road; and

WHEREAS, the Tallapoosa County Commission, a governmental entity, has requested to the City to convey the property to the County to utilize as a County Shop to improve their services in this area. The County shop at this site will be beneficial to the citizens of Alexander City.

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:

Commence at a 3"x3" concrete monument found on the easterly right-of-way of Elkahatchee Road (80' ROW), accepted as the Northwest corner of Lot 1, Magnolia Estates Subdivision Plat as recorded on Plat Book 12, Page 20 & 35, in the office of the Judge of Probate, Tallapoosa County, Alabama; thence along said right-of-way N 11°22'03" E a distance of 816.69' to a set ½" capped rebar (Dean-PLS#30340), and the point of beginning; thence continue said right-of-way along a curve turning to the left with an arc length of 340.64', a radius of 1687.41', a chord bearing of N 01°04'02" E, and a chord length of 340.06' to a set ½" capped rebar (Dean) ; thence leaving said right-of-way N 90°00'00" E a distance of 640.00' to a set ½" capped rebar (Dean); thence S 00°00'00" E a distance of 340.00' to a set ½" capped rebar (Dean) on the easterly right-of-way of Elkahatchee Road, which is the point of beginning, containing 4.98 acres, more or less.

View the Boundary Survey (Exhibit A) dated September 9, 2021, Site Location SEC 9, T-22-N, R-21-E, for more details concerning the property.

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 above to the Tallapoosa County Commission.

ADOPTED AND APPROVED this 4th day of November, 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. 2022-03** which was adopted by the City Council on this 4th day of November, 2021.

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

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

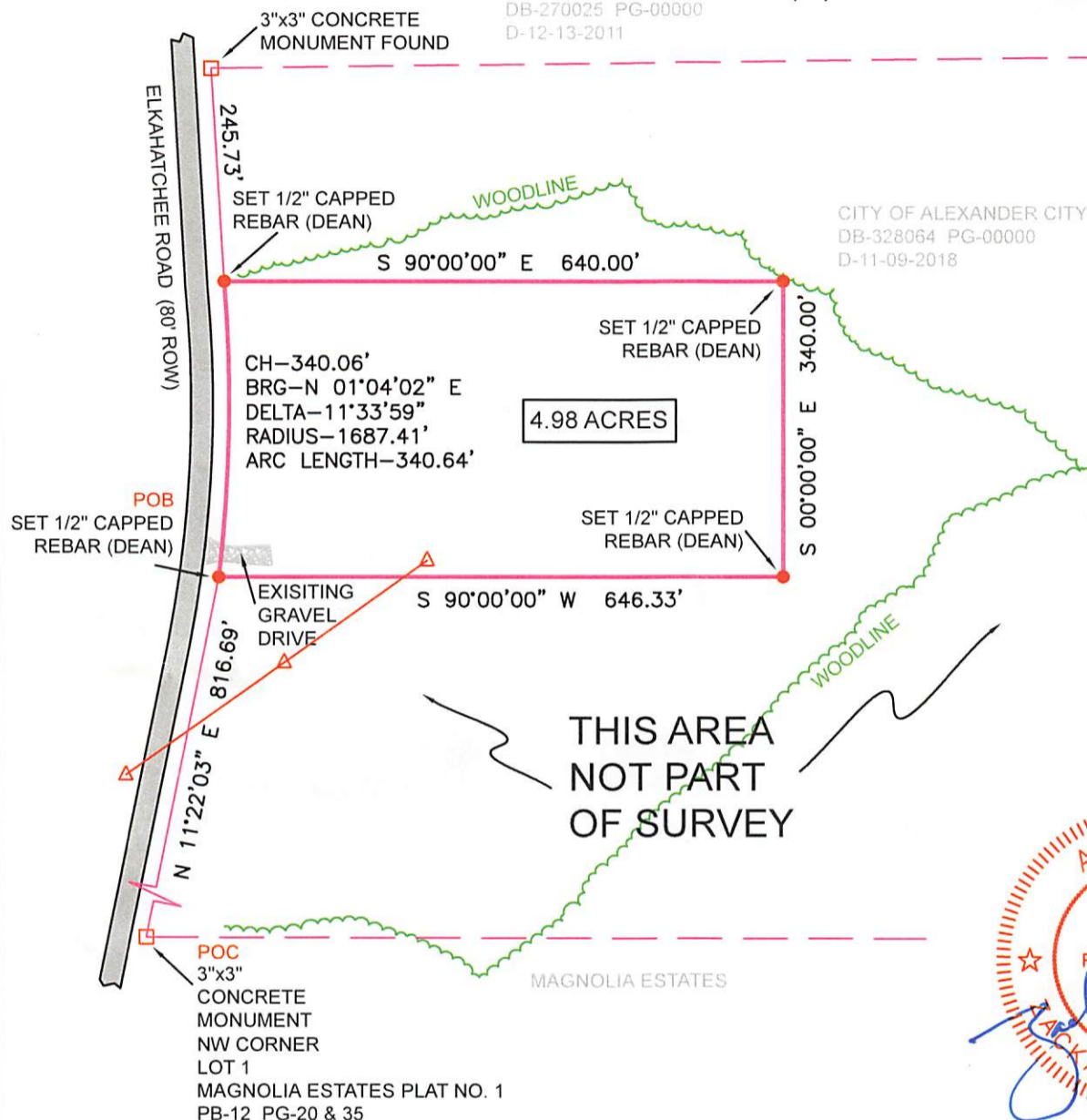
Publication Date: _____

BOUNDARY SURVEY	ADDRESS:
DATE: 9-9-2021	ELKAHATCHEE ROAD ALEXANDER CITY, AL TALLAPOOSA COUNTY
SCALE: 1" = 200'	
PROJ FILE: TALLAENG	DRAWN BY: ZTD
SITE LOCATION: SEC 9, T-22-N, R-21-E	



LEGEND	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
(M)	MEASURED
(R)	RECORDED
●	1/2" CAPPED REBAR SET
○	STAMPED #30340
○	CORNER FOUND
●	CALCULATED POINT
△	POWER POLE
—	OVERHEAD UTILITIES

SL ALABAMA LLC
DB-270025 PG-00000
D-12-13-2011

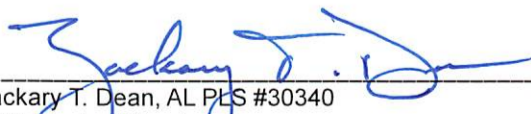


STATE OF ALABAMA
TALLAPOOSA COUNTY

I, Zackary T. Dean, a Registered Land Surveyor in the State of Alabama, hereby state, that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Commence at a 3"x3" concrete monument found on the easterly right-of-way of Elkahatchee Road (80' ROW), accepted as the Northwest corner of Lot 1, Magnolia Estates Subdivision Plat as recorded on Plat Book 12, Page 20 & 35, in the Office of the Judge of Probate, Tallapoosa County, Alabama; thence along said right-of-way N 11°22'03" E a distance of 816.69' to a set 1/2" capped rebar (Dean-PLS#30340), and the point of beginning; thence continue said right-of-way along a curve turning to the left with an arc length of 340.64', a radius of 1687.41', a chord bearing of N 01°04'02" E, and a chord length of 340.06' to a set 1/2" capped rebar (Dean); thence leaving said right-of-way N 90°00'00" E a distance of 640.00' to a set 1/2" capped rebar (Dean); thence S 00°00'00" E a distance of 340.00' to a set 1/2" capped rebar (Dean); thence N 90°00'00" W a distance of 646.33' to a set 1/2" capped rebar (Dean) on the easterly right-of-way of Elkahatchee Road, which is the point of beginning, containing 4.98 acres, more or less.

According to my survey this the 16th day of September, 2021.


Zackary T. Dean, AL PLS #30340
1560 Clayton Street
Alexander City, AL 35010
(256) 496-6879
zacdeanpls@gmail.com

SURVEYOR NOTES:

1. NOT VALID WITHOUT ORIGINAL SIGNATURE. ALL COPIES AND FAXES ARE INVALID AND MAY NOT BE USED FOR ANY PURPOSE.
2. © COPYRIGHT OF ZAC DEAN, 2021, NOT TO BE COPIED OR REPRODUCED WITHOUT WRITTEN CONSENT.
3. SURVEY NOT TO BE HANDED OUT TO A THIRD PARTY.
4. SURVEY IS VALID FOR 30 DAYS FROM SIGNED DATE.

BASIS OF BEARING: GPS - STATE PLANE COORDINATES
AL EAST ZONE, NAD 83(2011)



RESOLUTION NO. 22-10

A Resolution to Declare Personal Property as Surplus and No Longer Needed for Public Use

WHEREAS, the City of Alexander City, Alabama, is the owner of certain property which is no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975, authorizes the municipal governing body to dispose of unneeded personal property which is no longer needed for public purposes; and

WHEREAS, the below items will be sold by public auction on govdeals.com as well as advertised online and/or disposed of to receive the best value for the City; and

ID #	Description	Serial/VIN #
28	2005 Goshen Van	1FDWE35LX5HB48886
152	1991 Ford Dump Truck	2FDLF47M6MCA52447
234	1989 Case 580K Backhoe	JJG0015793
	Polaris Four-wheeler	4XACH68M21A021
	Personnel Lockers 10' x 6' w/16 Compartments	
	Truck Tire Changer Coats S 34	
	Snap On Wheel Balancer	
	Hydraulic Jack	
	Oil Filter Crusher	
	Ammco Brake Service Machine	
	R20 Tires and Wheels	
	Various Brake Rotors	
	1996 Mercury 75 HP Boat Motor	
	Auto Crane 3203-PR	
	Miscellaneous Parts	

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby declares said property as surplus and no longer needed for public use.

FURTHER IT BE RESOLVED by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor, City Clerk, and Purchasing Agent to dispose of personal property as listed above.

ADOPTED AND APPROVED this 4th day of November 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-10

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. 22-10** which was adopted by the City Council on this 4th day of November 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of November 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: _____ Meeting Request Date: _____

SECTION 1: Request Information

Description of Request:

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 # _____ Bid Title: _____

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? _____

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.

SECTION 3: Supporting Documentation

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

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

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.

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:

Curtis "Woody" Baird
Mayor
Amanda F. Thomas
City Clerk



CITY COUNCIL
Audrey "Buffy" Colvin
Council President
Scott Hardy
President Pro Tempore
Bobby L. Tapley
John Eric Brown
Chris Brown
Jimmy Keel

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

October 8th, 2021

To Mayor & City Council

Subject: Request Authority to Dispose of Excess/Salvage Property

Hereby request the following items be declared surplus, and permission be given to the purchasing agent to sale and or dispose of in the best manor possible.

Vehicle 209	1996 Ford F250 1FTHX26FXTEB01740
Vehicle 152	1991 Ford Super Duty 2FDLF47M6MCA52447
Equipment 234	1989 Case 580K Backhoe JJG0015793
	Polaris Four-wheeler 4XACH68M21A021
	Personnel Lockers 10' x 6' w/16 Compartments
	Truck Tire Changer Coats S 34
	Snap On Wheel Balancer
	Hydraulic Jack
	Oil Filter Crusher
	Ammco Brake Service Machine
	R20 Tires and Wheels
	Various Brake Rotors
	1996 Mercury 75 HP Boat Motor
	Ambulance Compartment
	Auto Crane 3203-PR
	Miscellaneous Parts

Miles P Hamlett
Purchasing Agent

Resolution: 22-11

RESOLUTION NO. 22-11

A Resolution to Authorize the Mayor to Execute the ESRI Small Municipal and County Government Enterprise Agreement (SGEA)

WHEREAS, the City of Alexander City maintains a Geographical System called GIS; and

WHEREAS, the GIS system is used for various operations, such as, tracking the City’s utilities infrastructure, tracking assets for asset management, parcel information, zoning of properties, etc.; and

WHEREAS, the GIS software, which is ESRI, has become a critical operational need for our City; and

WHEREAS, it is recommended that the City execute a three-year term agreement with Esri Small Municipal and County government Enterprise to continue utilizing the GIS software; and

WHEREAS, funding is included in the FY 2022 Budget; 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 a three- year agreement with Esri Small Municipal and County government Enterprise.

ADOPTED AND APPROVED this 4th day of November 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. 22-11** which was adopted by the City Council on this 4th day of November 2021.

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

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



October 5, 2021

Jerry Wilson
City of Alexander City
864 Railey Rd
Alexander City, AL 35010-3987

Dear Jerry,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sarah Burford



Quotation # Q-454632

Date: October 6, 2021

Customer # 381567 Contract #

City of Alexander City
GIS/IT
864 Railey Rd
Alexander City, AL 35010-3987

ATTENTION: Jerry Wilson
PHONE: 256-794-0030 x224
EMAIL: jerry.wilson@alexandercityal.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/5/2021 To: 1/3/2022*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$82,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sarah Burford	Email: sburford@esri.com	Phone: (909) 793-2853 x8652
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

BURFORDS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Tracker for ArcGIS Enterprise
5 ArcGIS Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)
2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY OF ALEXANDER CITY

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

COUNCIL REQUEST MEMORANDUM

Per the City's Organizational Ordinance 2017-01, any written request to be placed on the agenda of the regular Council Meeting must be submitted to the City Clerk by close of business on the Friday ten 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 form, the Clerk will be allowed to prepare better documentation for the Council and Mayor, and for any future references.

Department: _____ Meeting Request Date: _____

SECTION 1: Request Information

Description of Request:

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 # _____ Bid Title: _____

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? _____

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.

SECTION 3: Supporting Documentation

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

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

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.

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:

Resolution: 22-12

RESOLUTION NO. 22-12

A Resolution to Adopt the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan: Phase Three-A, January 2021

WHEREAS, the Tallapoosa County Emergency Management Agency presented the proposed East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan: Phase Three-A to the City Council recently during a scheduled work session; and

WHEREAS, the plan details the multitude of hazards that affect the Alabama Emergency Management Agency (AEMA) Division D area; and

WHEREAS, said plan fulfils the requirements set forth by the Disaster Mitigation Act of 2000 (DMA 2000) which requires counties to formulate a hazard mitigation plan in order to be eligible for mitigation grants made available by FEMA; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, be and hereby adopts the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan: Phase Three-A, January 2021.

ADOPTED AND APPROVED this 4th day of November 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. 22-12** which was adopted by the City Council on this 4th day of November 2021.

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

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 22-13

A Resolution to Adopt the Policy to Rename City Streets

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, be and hereby adopts the following Policy to Rename City Streets:

All requests for the renaming of existing streets within the City of Alexander City shall be submitted by application to the City Clerk. The application shall include the following:

- A location map showing the street or portion of street proposed for renaming;
- A petition signed and dated by at least 90% of the property owners abutting the street with printed names and addresses next to the signatures (*Note: Signatures of residents who do not own abutting property do not qualify. Petition signatures must be property owners as recorded with Tallapoosa County.);
- Reason(s) supporting street name change.

Street name changes will **not** be considered if:

- The proposed street name is a duplication of an existing street name in Alexander City;
- The proposed street name change is a near duplication in spelling to an existing street or phonetically similar to an existing street;
- The existing street name has significant historical value to the City;
- The street name requested to be renamed is perceived to be offensive to segments of the City's citizenry;
- If the proposed street name change is longer than 14 characters.

After the application is received by the City Clerk, it will be forwarded to the appropriate staff members for an initial review and approval. After initial approval and a determination of whether the petition has met the requirements, a public hearing will be scheduled to allow citizens the opportunity to speak for or against the renaming.

ADOPTED AND APPROVED this 4th day of November 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

Resolution: 22-13

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. 22-13** which was adopted by the City Council on this 4th day of November 2021.

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

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



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

www.alexandercityal.gov

POLICY TO RENAME CITY STREETS

*Please note: This process is a commitment by all affected parties to rename the street on which their property is addressed. If the proposed street name is approved, there will be an address reassignment for each property, and all **owners** will be impacted personally and financially. Affected property owners are responsible for notifying personal correspondents and will bear whatever expenses incurred due to changing personal information, i.e., address of house, mailbox, driver's license, mail, credit cards, bank accounts, legal documents, etc.*

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After the application is received by the City Clerk, it will be forwarded to the appropriate staff members for an initial review and approval. After initial approval and a determination of whether the petition has met the requirements, a public hearing will be scheduled to allow citizens the opportunity to speak for or against the renaming.



APPLICATION FOR STREET RENAMING

Name of Person/Group requesting change: _____

Address: _____

Phone Number: _____

E-Mail Address: _____

Present official city name of street: _____

Proposed name of street: _____

City Council District: _____

Reasons supporting street name change:

I certify that the above application is true and accurate.

Signature of Applicant: _____

Date of Application _____

INTERNAL USE ONLY

Date Received: _____

_____ Emailed to staff for review

_____ Initial Approval by Staff _____ Initial Approval denied. If denied, why? _____

Public Hearing Date: _____ Date Approved by Council: _____ Resolution No.: _____

_____ Emailed resolution to GIS & Street Department

_____ Emailed Resolution to Tallapoosa County E911

PETITION FOR STREET RENAMING

Property Owner Name (Print)	Signature	Address