



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, April 4, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Councilman Eric Brown

Pledge of Allegiance: Mayor Baird

Roll Call:

Approval of Minutes: March 21, 2022 Regular Meeting
March 21, 2022 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:

1. Russell Hospital Corporation Legacy Project

Report on Status of City Finances: None

Proclamation: None

Unfinished Business: None

New Business:

1. Ordinance 2022-16: An Amendment to Ordinance 2022-11 to Adopt All Referenced Books and the 2021 International Fire Code for Section 46-42 Fire Codes of the Alexander City Code
2. Resolution 22-52: A Resolution Authorizing the Mayor to Execute a Memorandum of Understanding with Russell Hospital Corporation for the Legacy Project

3. Resolution 22-53: A Resolution to Authorize the Support for and Secure the Alabama Municipal Electric Authority Capital Fund Loan for Lake Martin Area Industrial Development Authority for the Russell Hospital Corporation Legacy Project
4. Resolution 22-54: A Resolution to Authorize the Mayor to Execute a Construction, Right-of-Way and Franchise Agreement with TELEPAK NEWTOWRKS, INC AND ITS AFFILIATES d/b/a C Spire
5. Request: A Request to Approve the Annual Procession for Good Friday for the St. John Apostle Catholic Church

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. 2022-16

An Amendment to Ordinance 2022-11 to Adopt All Referenced Books and the 2021 International Fire Code for Section 46-42 Fire Codes of the Alexander City Code

BE IT ORDAINED by the City Council of the City of Alexander City, Alabama, as follows:

Section 1. That Chapter 46 Section 42 of the Code of Ordinance of the City of Alexander City, Alabama, be amended so such section shall read as follows:

Section 18-61 FIRE CODES - Adopted

Pursuant to the authority granted to the cities and towns of Alabama by Section 11-45-8 of the Code of Alabama, 1975, as amended, there is hereby adopted and incorporated by the City Council, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code preprinted in pamphlet form known as the International Fire Code, 2021 Edition, with **all of the referenced books** that are published and used in association therewith prepared by the International Code Council, of which not less than three (3) copies have been filed in the office of the City Clerk, and the same is hereby adopted and incorporated as fully as if set out at length herein and from the date on which this section shall take effect, the provisions thereof shall be controlling within the corporate limits of the City."

Section 2. That any ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed and rescinded or deemed obsolete by City Staff.

Section 3. That if any section, subsections, sentences, clauses and phrases of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. This ordinance shall take effect immediately upon its adoption and publication as required by law.

ADOPTED AND APPROVED this 4th day of April 2022.

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. 2022-16** which was adopted by the City Council on this 4th day of April 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of April 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

RESOLUTION NO. 22-52

A Resolution to Authorize the Mayor to Execute a Memorandum of Understanding with Russell Hospital Corporation for the Benjamin Russell Legacy Project

WHEREAS, the City of Alexander City (the City) and Russell Hospital Corporation (Russell Medical) are dedicated to providing quality services to our citizens; and

WHEREAS, Russell Medical will be expanding its medical services and building assisted living facilities which will enhance the overall quality of life for our citizens; and

WHEREAS, the City believes the “Benjamin Russell Legacy Project” will provide better healthcare for our citizens and multiple other benefits including expanding the City’s tax base and promotion of economic development; and

WHEREAS, Amendment 739 allows the City to lend its credit, grant public funds or thing of value to a private entity; and

WHEREAS, it is recommended to approve a Memorandum of Understanding with Russell Hospital Corporation; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to execute a Memorandum of Understanding with Russell Hospital Corporation.

ADOPTED AND APPROVED this 4th of April 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey “Buffy” Colvin, Council President

Curtis “Woody” Baird, Mayor

Resolution: 22-52

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. 22-52** which was adopted by the City Council on this 4th of April 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th of April 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



**ALEXANDER
CITY**
ALABAMA

Public Hearing Notice

281 James D. Nabors Drive
Council Chambers of the Municipal Complex
Monday, April 4, 2022

NOTICE IS HEREBY GIVEN, pursuant to Amendment No. 739 to the Constitution of Alabama of 1901, as amended, that the Mayor and City Council (the "Council") of the City of Alexander City (the "City") will consider a resolution (the "Resolution") at a public meeting of the Council to be held on Monday, April 4, 2022 at 5:30 p.m. local time, in the Council Chambers of the Municipal Complex, 281 James D. Nabors Drive, Alexander City, Alabama 35010, authorizing a Memorandum of Understanding (the "MOU") between the City of Alexander City (the "City") and Russell Hospital Corporation (the "RM"), under and pursuant to which the City will agree to assist with the Benjamin Russell Legacy Project adjacent to Russell Medical Center and a major business corridor (HWY 280) in the City.

The City will be providing the following assistance to RM: fill dirt, electrical transformer, re-location of the City's 8-inch water line and materials, provide pipe for the relocation of the City's gas line, provide underground power to the independent living cottages that are serviced by the City's electrical system, the City will assume responsibility for fire hydrants, the City has assisted RM in successfully acquiring an ADECA grant, and RM has secured a short-term through the AMEA (Alabama Municipal Electric Authority) Capital Fund Program under the City's membership.

The public benefits to the City to be derived from the MOU include, among other things, enhanced medical care, expansion of the tax base for both ad valorem and sale and use tax, healthcare expansion for citizens, promoting economic development within the City, enhancing the overall quality of life for the citizens, and providing employment opportunities.

There are multiple benefits for both entities including the above-referenced. If you or someone attending have a disability which may require special services, materials or assistance or need further information, please contact Amanda F. Thomas, City Clerk, at (256) 329-6713.

3/24/22 @ 9:45 am

Date & Time Posted

Amanda F. Thomas

Amanda F. Thomas, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING
FOR
THE BENJAMIN RUSSELL LEGACY PROJECT

Parties Involved

The City of Alexander City (herein known as the City) & Russell Medical (herein known as RM)

Overview

Russell Medical and the City of Alexander City have had a longstanding relationship for more than 50 years. Russell Medical, the largest employer, largest healthcare provider and sole provider of indigent care for the City, is currently planning a large construction project. The project, which is known as the Benjamin Russell Legacy Project, consists of 3 parts: first, a 26,000 square feet Benjamin Russell Center for Advanced Care; second, a 30,000 square feet, 32 bed, Ben and Luanne Russell Assisted Living; and lastly, 26 independent senior living Hendrix Cottages. Currently, on the Advanced Care site, there is a 6-inch-high pressure gas line, a 6-inch low pressure gas line and an 8-inch water line that will require relocation to construct the Center for Advanced Care. Any additional construction or buildings must be approved on a case-by-case basis.

Over the past year, RM and the City have discussed the project including construction and public utility encumbrances. Unfortunately, at this time the City is not in a financial position to relocate its utilities. As a result, RM is required to coordinate, engineer and relocate the 3 public utilities listed above for the Benjamin Russell Legacy Project. As a result of conversations held between RM representatives and City leadership, the City and RM feel they have reached a way to partner in lieu of cash from the City.

Set forth below are terms that each party has agreed to as it relates to the Benjamin Russell Legacy Project expansion on the RM campus.

Terms

The City agrees to provide the following provisions:

1. The City agrees to provide 35,000 cubic yards of fill dirt from an existing City owned site to be used on the Assisted Living foundation pad and site. The City agrees to provide this dirt free of charge and pledges to load trucks sent by RM's contractor to the identified site at no charge. RM's engineer will be allowed to perform onsite soil testing upon signature of this document and prior to site work commencing to ensure the dirt is usable.

Estimated Cost Savings to RM: \$288,000

2. The City will provide the electrical transformer sized to the needs of the building at no cost to RM.

Estimated Cost Savings to RM: \$52,000

3. The City will relocate its existing 8-inch high pressure water line to the new, proposed location identified on the project site plan that has been approved by the City's Development Committee. The City will cover the cost of materials and labor for this relocation.

Estimated Cost Savings to RM: \$145,000

4. The City will provide the pipe and appurtenances needed for the relocation of its two gas lines up to \$67,000.

Estimated Cost Savings to RM: \$81,660

5. The City will provide underground power service to the transformers (also provided by the City) to the three independent living cottages serviced by the City's electrical department. Underground electrical service lines between the transformers and cottages will be supplied by the developer.

6. The City will assume responsibility, liability and maintenance of the fire hydrants purchased and connected by RM as a result of the addition of the Benjamin Russell Legacy Project on RM's campus.

RM agrees to provide the following provisions:

1. The City and RM worked together to acquire a grant with ADECA (Alabama Department of Economic and Community Affairs). The City has entered into an agreement exclusively with ADECA and RM understands its commitment for 20% matching funds for a grant presented for the new jobs created. The City has no financial commitment for this grant.
2. RM acknowledges that it will enter into an agreement exclusively with the Lake Martin Area Industrial Development Authority through AMEA's (Alabama Municipal Electric Authority) Capital Fund Program and understands its commitment for the loan repayment over the terms set in place by AMEA, RM and the Lake Martin Area Industrial Development Authority. The purpose of the loan is to assist with the growth of the City's electrical system. The City Council shall pass a resolution of support, but has no reporting or financial commitment for this grant.
3. RM agrees to complete required engineering and construction relating to the relocation of the two public gas lines. RM agrees to have the gas contractor submit all operator qualifications and the drug plan to the Alexander City Gas Department for review and approval by the Gas Department prior to beginning construction. This is an Alabama PSC requirement.
4. RM agrees to create 49 new jobs as a result of the expansion discussed above. These will be newly created jobs within existing RM departments and at the new facilities.

As part of the Benjamin Russell Legacy Project, RM plans to plat each cottage individually pursuant to the March 10, 2022, conversation. As discussed during that meeting, RM will comply with subdivision regulations for the cottages. The main utility lines (gas, water, sewer, and/or power, as applicable) will be constructed by RM. The City will provide a standard, utility service line for each utility to include water,

gas, and power (where applicable) with sewer being provided completely by RM. RM has intentions to submit this plan to the City's Development Committee and Planning Commission for review and approval. RM intends to also convey Hendrix Way to the City to become a public road for use of City school system bus and student traffic as well as citizen traffic. As discussed in the meeting, the review and acceptance of this street will depend upon proper documentation and testing of the existing road to document that it meets all city construction criteria.

While this document is not legal binding, it is an understanding of each party's involvement in the project and by signature, each party agrees in good faith to meet the terms listed above.

Executed on this _____ day of _____, 2022.

Jim Peace, President & CEO
Russell Medical Center

Curtis "Woody" Baird, Mayor
City of Alexander City

RESOLUTION NO. 22-53

A Resolution to Authorize the Support for and Secure the Alabama Municipal Electric Authority Capital Fund Loan for Lake Martin Area Industrial Development Authority for the Russel Hospital Corporation “Legacy Project”

WHEREAS, the City of Alexander City (the City) has worked as a partner with Russell Hospital Corporation (Russell Medical) and the Alabama Municipal Electric Authority (AMEA) for the economic growth and prosperity of the City; and

WHEREAS, the Lake Martin Area Industrial Development Authority (LMAIDA) through its efforts to promote economic development in the City is eligible to make and has made application to AMEA for funds from the said Authority's Capital Fund Loan Program; and

WHEREAS, the City Council has determined that it is advantageous to the economic development of the City and to its citizens for the City to partner with and assist LMAIDA in regard to an economic development project be called the "Legacy Project" and has therefore requested LMAIDA to make application for a zero-interest free loan from AMEA.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that City of Alexander City, Alabama will partner with the Lake Martin Area Industrial Development Authority in respect of the Legacy Project by supporting application for the loan made by the Alabama Municipal Electric Authority to the Lake Martin Area Industrial Development Authority.

ADOPTED AND APPROVED this 4th of April 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey “Buffy” Colvin, Council President

Curtis “Woody” Baird, Mayor

Resolution: 22-53

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. 22-53** which was adopted by the City Council on this 4th of April 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th of April 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 22-54

A Resolution to Authorize the Mayor to Execute a Construction, Right-of-Way and Franchise Agreement with TELEPAK NEWTOWRKS, INC AND ITS AFFILIATES d/b/a C Spire

WHEREAS, the Alexander City, City Council approved Resolution 22-14, for the Mayor to execute an agreement with Local Government Services, LLC (LGS) to assist the City with reviewing and negotiating the C Spire agreement; and

WHEREAS, the City is the owner of certain rights-of-way located along streets maintained by and under the control of the City, the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a telecommunications system within the rights-of-way; and

WHEREAS, C Spire is qualified to do business within the State of Alabama, has been granted a certificate to provide utility services in the State of Alabama by the Alabama Public Services Commission and desires to provide Telecommunications Services and Video Services within the City; and

WHEREAS, the City and C Spire desire to enter into this agreement concerning the installation and maintenance of telecommunications facilities within the City's Rights-of-Ways, and certain other matters more fully contained herein; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to execute the Construction, Right-of-Way, and Franchise Agreement with TELEPAK NEWTOWRKS, INC AND ITS AFFILIATES d/b/a C Spire.

ADOPTED AND APPROVED this 4th of April 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-54

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. 22-54** which was adopted by the City Council on this 4th of April 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th of April 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

THIS CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this “Agreement”) is entered into on this __ day of _____, 2022 (the “Effective Date”), by and between the CITY OF ALEXANDER CITY, ALABAMA (the “City”), and TELEPAK NETWORKS, INC. AND ITS AFFILIATES d/b/a C Spire (“C Spire”). City and C Spire are sometimes referred to individually herein as a “Party” and collectively as the “Parties.”

WHEREAS, the City is the owner of certain rights-of-way located along streets maintained by and under the control of the City (the “Rights-of-Way”), and the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a telecommunications system within the City; and

WHEREAS, C Spire is qualified to do business in the State of Alabama, has been granted a Certificate to provide utility services in the State of Alabama by the Alabama Public Service Commission and desires to provide Telecommunications Services and Video Services within the City; and

WHEREAS, the City and C Spire desire to enter into this Agreement concerning the installation and maintenance of telecommunications facilities within the City’s Rights-of-Way, and certain other matters more fully contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

(a) “Facilities” means all fiber optic cable, conduit, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services under this Agreement.

(b) “Other Services” means services lawfully provided by C Spire within the City in addition to Telecommunications Services and Video Services including, without limitation, broadband services, and internet access services.

(c) “Person” shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(d) “Public Ways” shall mean the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road,

highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.

(e) “Services” collectively refers to Other Services and Telecommunications Services.

(f) “Subscriber” means a Person who lawfully receives Services with C Spire’s express permission within the City.

(g) “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

(h) “Telecommunications Services” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(i) “Telecommunications System” means C Spire’s Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

(j) “Video Services” means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services typically provided by a Multi-channel Video Programming Distributor (“MVPD”) and made available to all Subscribers within the City generally, but not to include over-the-top services such as Hulu, Netflix or Sling.

(k) “Basic Video Services Tier” means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

(l) “Gross Revenues” means any revenue derived by C Spire from the operation of the Telecommunications System to provide Telecommunications Services and/or Video Services to Subscribers within the City, adjusted for non-payment. Gross Revenues shall include (i) Video Services fees for any of C Spire’s Video Services or Video Services Tier and (ii) Telecommunications Services fees for C Spire’s local calling plan offering. Gross Revenues shall also include (i) recurring charges for Video Services, including late fees; (ii) event based charges for Video Services, including pay-per-view and video-on-demand charges; (iii) monthly recurring charges for the rental of Video Services Equipment and Video Services accessories; (iv) customer service charges related to the provision of Video Services, including activation, home installation, and repair; (v) advertising revenue and home shopping commissions and (vi) administrative charges related to the provision of Video Services, including service order and service

termination charges. Gross Revenues shall not include (i) any taxes on Services furnished by C Spire by any municipality, state, or other governmental unit and collected by C Spire for such governmental unit; (ii) amounts passed back to the Subscribers through retail discounts, refunds, rebates or other direct promotions; (iii) non-collectible amounts due Franchisee or its customers after commercially reasonable efforts are made to collect; (iv) non-operating revenues such as interest income or gain from the sale of an asset; (v) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (vi) contributions of capital by any third party to reimburse Franchisee in whole or in part for the installation of the Facilities; (vii) revenues from the sale or lease of customer premise equipment and/or accessories unrelated to Video Services; (ix) charges for Other Services that are aggregated and bundled with amounts billed to Subscribers; and/or (x) other charges unrelated to Video Services or Telecommunications Services that are aggregated or bundled with amounts billed to Subscribers.

2. **Grant.** City grants C Spire the non-exclusive right and license to construct and operate a Telecommunications System in the Rights-of-Way and a non-exclusive franchise to provide Services to Subscribers located within the City. Subject to the terms of this Agreement and applicable law, C Spire may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Rights-of-Way.

3. **Term.** The license granted under this Agreement shall be for a term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the “Term”). Any renewal of this Franchise shall be performed in accordance with Applicable Laws.

4. **Installation of Facilities.** C Spire shall not install any new Facilities in any Public Way without having received a permit from the City. C Spire shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities, and with the rights and reasonable convenience of the City and property owners whose property adjoins any Public Ways. C Spire agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Rights-of-Way:

(a) C Spire shall hold a pre-construction meeting with City at least ten (10) days prior to beginning any construction to advise City of its planned activities. When Telepak wishes to construct a portion of its Telecommunications System it shall provide City with written notice thereof along with drawings of the proposed locations of its Facilities (“Construction Notice”). The City shall have five (5) business days from its receipt of the Construction Notice to notify Telepak of any issues, else the Construction Notice shall be deemed approved and Telepak may thereafter begin construction. If the City notifies Telepak of any issues with the Construction Notice within the five (5) business day period, the Parties shall promptly meet (no more than five (5) business days later) to discuss the requested adjustments to Telepak’s construction plans and work in good faith to resolve any issue within five (5) business days of their first meeting. Thereafter, Telepak will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Telepak shall be permitted to move forward with its construction. The foregoing shall constitute the

permitting/approval process for Telepak's Facilities, and permitting fees charged by the City shall be one-time fees, notwithstanding any other City ordinances. (b) C Spire agrees to supply the City with digital drawings of construction plans ten (10) days prior to construction and upon request, digital as-built drawings within six (6) months of the completion of any construction. Final drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties. A Professional Engineer seal or "P.E. stamp" shall not be required for such drawings.

(c) C Spire agrees to "white-line" its path for planned construction for the day of construction.

(d) C Spire lines, where feasible, shall have at least a 12" separation vertically and where feasible at least 24" separation horizontally from all City utility lines, including gas lines, water lines and sewer lines.

(e) C Spire agrees, where feasible, to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement.

(f) C Spire or C Spire's contractor will request locates and City shall provide locates of its facilities as required by Alabama's 811 law and regulations. C Spire will not locate City's utility lines or those of any third party physically or on maps or drawings. C Spire hand hole and clean-up crews will set hand holes and complete clean-up for each section within 2-3 work days after placement of conduit, weather permitting.

(g) C Spire shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of C Spire's construction activities and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by C Spire's activities encroaches upon the street, C Spire shall take immediate corrective action to remove the same.

(h) If streets and other Public Ways are damaged by C Spire, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, C Spire, upon written notice from the City and at C Spire's sole expense, shall promptly repair and restore such streets or public ways to the same or better condition than such streets or public ways were in prior to such damage, and to the reasonable satisfaction of the City.

(i) C Spire shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners' property necessitated by the installation of C Spire's fiber optic cable, and shall perform any necessary repair, dress-up or clean-up to such property at C Spire's sole expense.

(j) At all times during and after the installation of fiber optic lines, C Spire shall respond to all emergency locates to locate its fiber optic lines as required by Alabama's 811 law and regulations.

(k) At all times, C Spire shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise deemed, in the sole discretion of C Spire, to be adequate and C Spire shall assume all liability for any injury or damage in any way related directly, or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend the City any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise.

(l) C Spire shall have the authority to trim trees and natural growth on the Rights-of-Way which may affect its Telecommunications System in the Service Area to prevent interference with C Spire's Facilities in accordance with the City ordinance regarding tree cutting and removal.

(n) C Spire shall, on the request of any Person holding a permit to move a building temporarily raise or lower its aerial Facilities, if any, to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of such aerial Facilities shall be paid by the Person requesting the same, and C Spire shall have the authority to require such payment in advance. C Spire shall be given at least sixty (60) days' advance notice to arrange such temporary aerial Facility alterations.

(o) The decision of when and where to construct its Facilities is solely within the discretion of C Spire as is the determination of what Services to provide and where to provide them within the City during the Term.

Throughout the Term of this Agreement, provided C Spire complies with the foregoing requirements, C Spire shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

5. **Relocation of Facilities.** Whenever the City shall grade, regrade, or change the line of any street or Public Way or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order C Spire to relocate or protect its Facilities located in said street or Public Way, C Spire shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then C Spire shall be similarly compensated. Further, where the City has determined that the location of C Spire's Facilities is unsafe, interferes with traffic control devices, or otherwise may be harmful to the public health, safety, and welfare as determined in the reasonable judgment of the City, C Spire shall move such Facilities to an alternate location as directed by the City. The City shall give C Spire reasonable notice of plans to grade or change the line of any street or Public Way or to construct or reconstruct any sewer or water system therein or of any demand that the Facilities

be relocated for the reasons set forth herein. C Spire may also be required to relocate its Facilities where public utilities or other users of the Public Way require access; provided, however, that nothing herein shall be construed as a waiver of C Spire's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, the city agrees that during the period of C Spire's installation of fiber optic lines pursuant to this Agreement, the city will locate all City public utility lines as required by Alabama's 811 laws. It shall be the duty of C Spire or its contractor(s) to request the City to locate the public utility lines.

6. **Damage to Existing Utilities.** C Spire hereby agrees that (a) during the installation process, and (b) at any time after such installation, C Spire will immediately notify the appropriate utility provider in the event that C Spire, or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. Provided that the party owning the lines has complied with Alabama's 811 law and regulations then any repairs to such utility lines and private service lines must be made immediately, and at C Spire's sole expense, and shall only be made by appropriately licensed and bonded contractors.

7. **Compliance with Codes.** All construction, installation, maintenance, and operation of the Telecommunications System or of any Facilities employed in connection therewith shall comply with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by other federal or state regulatory agencies in relation thereto, and local zoning regulations. C Spire shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Public Way. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. City reserves the right to lawfully exercise its police powers. C Spire will comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c)(1), (2)(ii)-(v), (3)-(4). The City acknowledges that due to the nature of the equipment and underground fiber installation practices of C Spire which differ substantially from this of traditional cable television service providers, compliance with 47 C.F.R. 76.309(c)(2)(i) is not practicable or required.

8. **Indemnity to City.** At all times both during and after installation, C Spire covenants, warrants and agrees to indemnify and hold harmless the City, its officers, employees, agents and contractors, of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of C Spire's Telecommunications System within the City; (b) provided that the City has complied with Alabama's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of C Spire's Telecommunications System; and (c) provided that the private service line owner has complied with Alabama's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of C Spire's Telecommunications System. Without the intent of limiting any of the foregoing, it is agreed that C Spire shall indemnify and hold harmless, the City, its officers, officials, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property

damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of C Spire or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of C Spire, including the obligation to pay any and all sums required, including any settlement, judgment, attorney fees, court costs, or otherwise. In the event City believes it has a claim subject to indemnification it must promptly give C Spire written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, C Spire shall notify City in writing whether it will defend such claim. If C Spire assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on City without City's prior written consent

9. **Franchise Fee.**

(a) As consideration for use of the City's Public Ways as set forth in this Agreement, C Spire agrees to pay to the City upon execution of this Agreement a one-time license fee of Three Thousand Five Hundred Dollars (\$3,500.00).

(b) **Franchise Fee.** When and if C Spire provides local Telecommunications Services to Subscribers within the City, C Spire shall pay the City a franchise fee equal to (i) five percent (5%) of the monthly service charge revenue from sales of local Telecommunications Services to Subscribers located within the City, and (ii) when and if C Spire provides Video Services to Subscribers located within the City, a video services franchise fee equal to the lesser of: (A) five percent (5%) of Gross Revenues received by C Spire from sale of the Video Services to Subscribers within the City; and (B) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City (collectively, the "Franchise Fee"). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of C Spire, which shows the basis for the computation of all monthly service charge revenue from providing local Telecommunications Services and Gross Revenues received by C Spire from sale of the Video Services to Subscribers located within the City limits during the period for which such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the lesser of one percent (1%) per month or the highest rate allowed under Alabama law for the period of delinquency.

(c.) **Discounted Rates.** If C Spire Subscribers are offered what is, in effect, a discount for "bundled" services (i.e. Subscribers obtain Video Services and some other non-video goods or service) then for the purpose of calculating Gross Revenues, the discount shall be applied proportionately to Video and non-Video goods and services, in accordance with the following example:

Assume a Subscriber's charge for a given month of Video Service alone would be \$40, for local telephone service alone would be \$30, and for high speed internet service alone would be \$30, for a total of \$100. In fact, the three (3) services are offered in effect at a combined rate where the Subscriber receives what amounts to a twenty percent (20%) discount from the rates that

would apply to a service if purchased individually (i.e. \$80 per month for all three (3) services). The discount (here, \$20) for Gross Revenue computation purposes would be applied pro rata so that the Gross Revenue for Video Service are deemed to be \$32 (\$40 less 20% of \$40). The result would be the same if the Subscriber received a \$20 discount on telephone service on the condition that he or she also subscribes to Video Service at standard rates.

In no event shall C Spire be permitted to evade or reduce applicable Franchise Fee payments required to be made to City due to discounted bundled services.

(d.) Audit. During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect C Spire's financial records used to calculate the City's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at City's expense; provided, however, that any such audit shall take place within three (3) years from the date City received such payment, after which period any such payment shall be considered final. If City believes it is owed any additional compensation from C Spire it will give C Spire notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

10. **Public, Education and Government Access Channel.**

(a) PEG Access Channel. At any time after C Spire begins to offer Video Services on a commercial basis to Subscribers within the City, the City may request C Spire to provide the City one (1) video channel for noncommercial PEG Access use. C Spire shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

(b) Regulation of PEG Access Channel. The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. C Spire shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. C Spire shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

(c) Return of PEG Access Capacity to C Spire. In the event that unused capacity exists on the PEG Access channel, C Spire may request the City to return that capacity to C Spire for C Spire's use. The City shall not unreasonably deny such request.

11. **Liability Insurance**. At all times, C Spire shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate limit for bodily injury and property damage. Such policy or policies shall designate the City as an additional insured and shall be non-cancellable except

upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate of such coverage. C Spire also currently maintains umbrella liability policies of at least \$10,000,000 in aggregate. In addition, C Spire shall secure any and all other insurance as C Spire, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity.

12. **Books and Records.** Throughout the Term of this Agreement, C Spire agrees to keep such books and records regarding the operation of the Telecommunications System and the provision of Telecommunications Services in the City as are reasonably necessary to ensure the C Spire's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by C Spire pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters related to the franchise fees remitted by C-spire to the City, which may be the subject of an audit by the City shall be retained by C Spire for a minimum period of (3) years; provided it is understood that C Spire only retains call records for eighteen (18) months.

13. **Transfer of Ownership or Control**

(a) C Spire shall not transfer this Agreement or any of C Spire's rights or obligations in or regarding the Agreement without the prior written consent of the City. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of C Spire in the Agreement or in the System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as C Spire, or (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of C Spire.

(b) C Spire shall give City prior written notice of any impending transfer of Control of C Spire or its assets under Sections 12 (a)(ii) or(iii). Furthermore, C Spire shall ensure that the Person to whom Control of C Spire or its assets is transferred is authorized by the applicable state or federal authority to occupy the Public Ways pursuant to this Agreement and assumes in writing all of the obligations of C Spire under this Agreement effective as of the date of the transfer of Control or sale. C Spire shall provide City with a copy of such assignment instrument upon request. The transfer of Ownership or Control pursuant to this section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Agreement even if such issues predated the transaction, whether known or unknown to City.

(c) For purposes of this Section 13 "Control" means ownership of a majority interest or the actual working control and day to day management of C Spire.

14. **Compliance with Applicable Law.** C Spire shall at all times comply with all laws applicable to its provision of Telecommunications Services in the City. Notwithstanding the foregoing, the Franchise Fees paid pursuant to this Agreement shall replace and be paid in lieu of any business license fees normally assessed to Telepak pursuant to Alabama law.

15. **Enforcement and Termination.**

(a) **Breach.** In addition to all other rights and powers retained by the City under this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of C Spire hereunder in the event of a material breach of its terms and conditions.

(b) **Notice of Violation.** In the event the City believes C Spire has not complied with the provisions of this Agreement, the City shall make a written demand that C Spire comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by C Spire continues for a period of thirty (30) days following C Spire's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon C Spire, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the Council is to consider pursuant to the requirements of Alabama law.

(c) **Consideration of Breach.** The City Council shall hear and consider the issue and shall hear any Person interested therein and shall determine whether or not any substantial breach by the C Spire has occurred.

(d) **Declaration of Forfeiture.** If the City Council shall determine the violation by the C Spire was the fault of C Spire and within its control, the Council may, by resolution (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; or (ii) commence or action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(e) **No Forfeiture of Legal Rights or Remedies.** Nothing herein shall be construed as a waiver or forfeiture of any right or remedy that either Party may have concerning or arising out of this Agreement, including the right to seek judicial redress for any breach or violation of the terms of this Agreement.

16. **Miscellaneous.**

(a) **Applicable Law.** This Agreement will be deemed to be a contract made under the laws of the State of Alabama and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Alabama, without regard to principles of conflict of laws.

(b) Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to C Spire any rights with respect to any private property.

(f) C Spire repair, inspection, etc. All of the obligations imposed by this Agreement upon C Spire with regard to construction shall be equally applicable in the event that C Spire or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon C Spire by this Agreement shall be continuing and not limited solely to the construction period.

(g) Independent contractor. The Parties stipulate and agree that C Spire is an independent contractor and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by City. It is hereby agreed that neither the City nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise or assurance to C Spire or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and C Spire stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to City: City of Alexander City, Alabama
Attn: Mayor
281 James D. Nabors Drive
Alexander City, AL 35010

If to C Spire: Telepak Networks, Inc.
Mark Rigney, Sr. Vice President
1018 Highland Colony Parkway, Suite 400
Ridgeland, Mississippi 39157

With copy to: Charles L. McBride Jr.
SVP- Legal & General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, Mississippi 39157

The City and C Spire may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, or the ability of City or C Spire to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

TELEPAK NETWORKS, INC.

Mark Rigney, Sr. Vice President

THE CITY OF ALEXANDER CITY, ALABAMA

By: _____

Name: Curtis Baird

Title: Mayor



ST. JOHN THE APOSTLE CATHOLIC CHURCH

454 N. CENTRAL AVENUE
ALEXANDER CITY, ALABAMA 35010

March 10, 2022

Mayor Woody Baird
City Hall
4 Court Square
Alexander City, AL 35010

Dear Mayor,

St. John the Apostle Catholic Church would like to request permission to have our annual procession for Good Friday. The date for this event is Friday, April 15, 2022 beginning at 8:30 p.m. We are expecting approximately 40 people.

The procession route will begin at the Church on Parks Avenue and will continue for two blocks, turning left on Forrest Street (by City Cemetery), left on Houston Street and then back on Parks Avenue to return to the Church.

Thank you for your cooperation for this special Easter celebration.

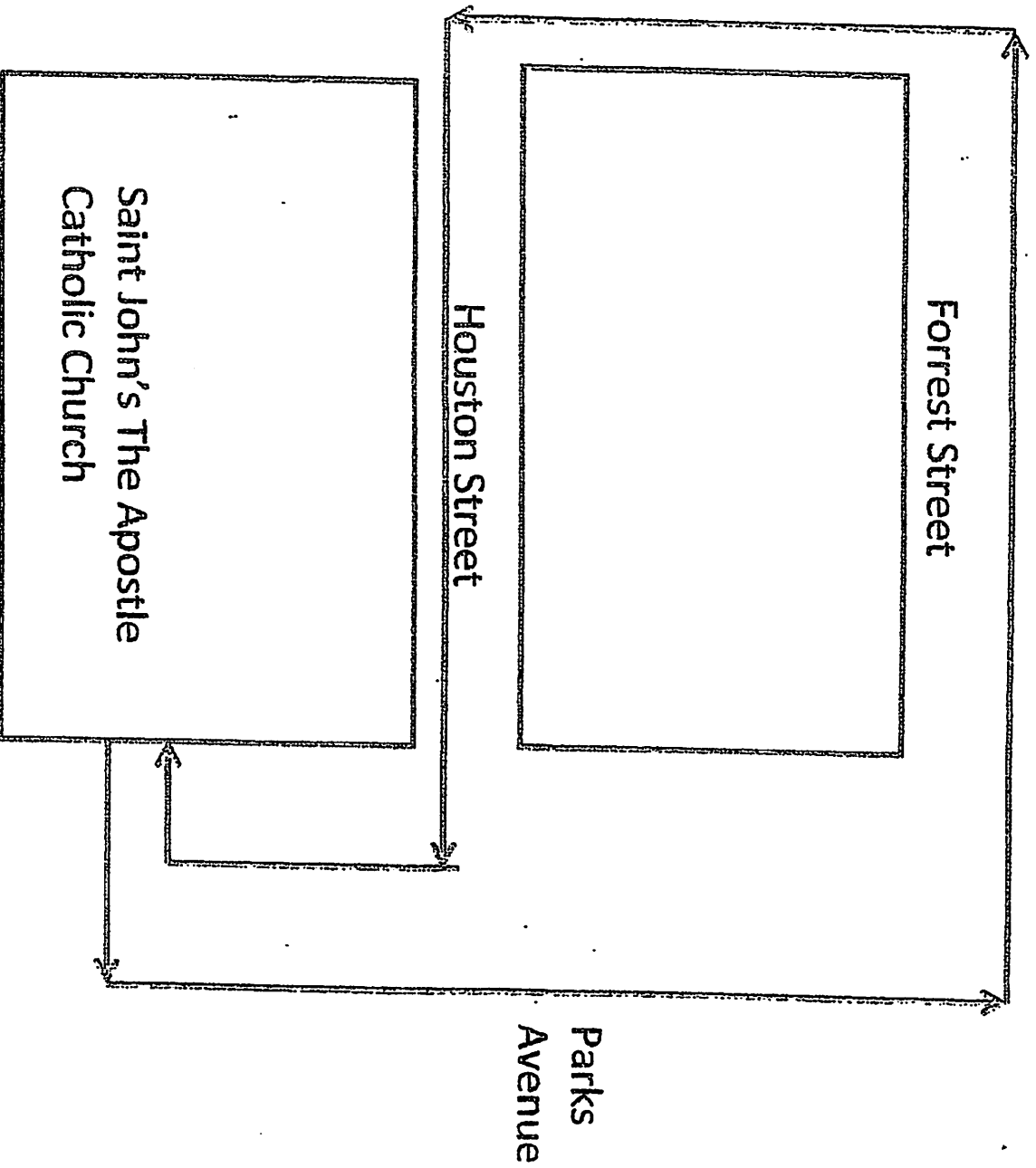
Sincerely,

Fr. Thomas Reddy Gopu
Pastor/Administrator

Procession Map for

Good Friday

April 15, 2022





**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: St. John the Apostle Catholic Church

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

Describe Other: Procession

Date(s) Requested: Friday, April 15, 2022

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

List Other: _____

Property outside A&E District: St. John the Apostle Catholic Church

Event Name: Annual Good Friday Procession

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

Address: 454 N. Central Ave

City: Alexander City State/Zip: AL, 35010

Email: stjohnsalexcity@gmail.com

Cell: 256-307-3360 Other Phone: 256-234-3631

Goals for Event: Commemorate the crucifixion of Jesus Christ and his death at Calvary.

Descriptive Summary of Event: Procession with Cross for about 1 block near St. John the Apostle Catholic Church.

How does this event contribute to the cultural and economic development of Alexander City? Christian celebration (primarily Hispanic community) to ^{Commemorate the crucifixion} of Jesus.

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) Announced at Church service

Event website or Social Media Page: Facebook - St. John the Apostle Catholic Church

What other activities are planned or anticipated in conjunction with this event? _____

Following the Procession, Mass will be held in the Church

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: St. John the Apostle Producer: Gallagher + Bassett

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 St. John the Apostle Catholic Church parking lot.

Participant parking (vendors, staff, volunteers) _____

Attendees parking _____

Event Size Number of Participants 40 Number of Staff/ Volunteers _____

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: Our Lady of Guadalupe Procession / Good Friday Processions ^{previous}

Detail experience, location, etc.: _____

Is this an annual event? YES NO If yes, how many years running? 6+

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.

Date of Closure and Beginning and Ending Time:

Date: 4/15/2022 Beginning Time: 8:30 p.m. Ending Time: 9:30 p.m.

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 Fr. C. T. Swold Date 3/10/2022

A&E Signature _____ Date _____

INTERNAL USE ONLY

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

Date Received: 3 / 5 / 22 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: / /