



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, May 2, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Council President Colvin

Pledge of Allegiance: Councilman Hardy

Roll Call:

Approval of Minutes: April 18, 2022 Regular Meeting
April 18, 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: None

Report on Status of City Finances: None

Proclamation:

1. National Public Works Week

Unfinished Business: None

New Business:

1. Ordinance 2022-18: An Ordinance to Amend Section 90-108 of the Alexander City Code as it Pertains to the Natural Gas Rates
2. Resolution 22-58: A Resolution to Authorize the Mayor to Execute a Loan Agreement with the National Museum of the United States Air Force (NMUSAF) Community Static Display Loan Program

3. Resolution 22-59: A Resolution to Authorize the Mayor to Execute the 2022 Municipal Water Pollution Prevention (MWPP) Report for the Sugar Creek Waste Water and Coley Creek Treatment Facilities
4. Resolution 22-60: A Resolution to Appoint a Member to the Board of Education
5. Request: A Request to Approve Blues in the Park Event in Strand Park on May 14, 2022
6. Request: A Request to Approve Celebrate Freedom Event for Alabama Cross Road Events on July 3, 2022

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. 2022-18

An Ordinance to Amend Section 90-108 of the Alexander City Code as it Pertains to the Natural Gas Rates

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

SECTION 1. That Section 90-108. – Firm Industrial Service

Sec. 90-108. – Firm Industrial Service

- (a) Firm Industrial Service is applicable to any customer using natural gas at their place of business for a process load. Such services are available anywhere on the existing city system, both inside and outside the corporate limits.
- (b) A base tap fee will be charged for all new Firm Industrial Services. The cost of the tap fee will be based on the required service for each new commercial customer and will reflect the City's actual cost to install the service line, meter set, and other necessary equipment.
- (c) Monthly Customer Charges: The City shall charge a base monthly service fee of **\$100.00** to all customers under the Commercial General Service schedule.
- (d) City Distribution Charges: The City shall charge a distribution fee per **\$.25 per Ccf** of gas purchased by customers under the Commercial General Service schedule.
- (e) Cost of Gas: The City shall charge a fee for the cost of gas purchased for all Mcf's consumed by customers under the Firm Industrial Service schedule. This cost per Mcf will vary monthly and shall be based on all applicable gas commodity, interstate pipeline, and other gas charges associated with the purchase of natural gas for delivery to the customer.
- (f) For a customer to be considered for Firm Industrial Service, the customer must average 10,000 MCF usage per month, to be evaluated annually by the Alexander City Gas Department.

SECTION 2. If any paragraph, section, subsection, or provision of this ordinance be declared invalid in a court of competent jurisdiction for any reason, it shall not affect the remainder of the ordinance as pertains to its validity or to other applications.

SECTION 3. Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance are hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance.

This ordinance will be published in compliance with Section 11-45-3, Code of Alabama 1975.

This ordinance shall become effective upon adoption.

ADOPTED AND APPROVED this 2nd day of May, 2022.

Ordinance 2022-18

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. 2022-18** which was adopted by the City Council on this 2nd day of May, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____



Council Internal Request Memo

Submittal Date: _____

*Any written request to be placed on the agenda of the regular meeting must be submitted to the City Clerk by close of business on Friday (ten days) before the meeting of the Council.

Department: _____

Ordinance or Resolution: _____

Description: _____

Amount Requested: _____ Capital _____ Operational _____

Is the requested amount budgeted? If so, reference budget year and/or resolution or ordinance.

Are there any contracts, agreements or proposals that will need to be signed by the Mayor? If so, attach.

Is there an expiration and/or renewal date? If so, include. _____

Will anyone be conducting a presentation to the Council? If so, who? _____

Other Needed Information: _____

Resolution: 22-58

RESOLUTION NO. 22-58

A Resolution to Authorize the Mayor to Execute a Loan Agreement with the National Museum of the United States Air Force (NMUSAF) Community Static Display Loan Program

WHEREAS, the City of Alexander City houses and maintains an airplane (A-7D, 73-1010) at the Alexander City Sportplex Veterans Memorial; and

WHEREAS, the City airplane is loaned to the City from the NMUSAF Static Display Loan Program; and

WHEREAS, it is recommended to renew the loan agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Alexander City, Alabama hereby authorizes the Mayor to execute 2022 Loan Agreement (SDA0002) with the NMUSAF Static Display Loan Program.

ADOPTED AND APPROVED this 2nd day of May, 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 **Resolution No. 22-58** which was adopted by the City Council on this 2nd day of May, 2022

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2022

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2022 LOAN AGREEMENT, SDA0002

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **CITY OF ALEXANDER CITY**, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **AL** and located at **ALEXANDER CITY** a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2022 and ending 31 March 2024. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall, within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2022.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender, and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year).”

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, (“NMUSAF Loan and Static Display Programs’ Instructions for Preparation and Maintenance of Aerospace Vehicles”), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. **The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Tenth Day of January, 2022, at Wright-Patterson AFB Ohio.

By: 
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2022, at _____.

CITY OF ALEXANDER CITY
(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____

Email: _____

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).

2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.

3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.

2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.

3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:

a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.

b. Riveting the door securely to the jamb section.

c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper

storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

RESOLUTION NO. 22-59

A Resolution to Authorize the Mayor to Execute the 2022 Municipal Water Pollution Prevention (MWPP) Report for the Sugar Creek Waste Water and Coley Creek Treatment Facilities

WHEREAS, the City of Alexander City, Alabama owns and operates two Waste Water Treatment Facilities, Sugar Creek and Coley Creek; and

WHEREAS, the City is required to complete a Municipal Water Pollution Prevention (MWPP) Report which is a full account of our sewer and waste water system and sludge land application for the previous year; and

WHEREAS, each year the report must be submitted to ADEM by May 31st and approved by the Council; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute the 2022 Municipal Water Pollution Prevention Report.

ADOPTED AND APPROVED this 2nd day of May, 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 **Resolution No. 22-59** which was adopted by the City Council on this 2nd of May 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 2nd of May 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Curtis "Woody" Baird
Mayor
Amanda F. Thomas
City Clerk
Romy Stamps
Finance Director



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

April 28, 2022,

Alexander City, City Council

In Reference: Municipal Water Pollution Prevention (MWPP)
Sugar Creek Wastewater Treatment Plant

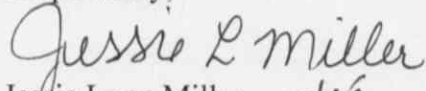
The MWPP report is a full account of our sewer system, including Sugar Creek, Coley Creek, and the sludge land application, over the previous year. Our sewer and wastewater facilities were within range of all permit limitations set forth by ADEM. Currently, there are no violations or pending enforcement.

Sugar Creek WWTP is required to complete the MWPP report and submit it to ADEM by May 31 of every year. This is the 4th year that ADEM has required that MWPP, ADEM form 418 be presented to the City Council, referencing the status of the Wastewater Treatment Plants and sewer system.

The MWPP annual report is scored from a range of 0-783, with zero being a perfect score. This year the sewer and wastewater system scored a 50, which is considered to be within the normal range. The age of the wastewater treatment plant is the greatest factor in the score for our system. The wastewater treatment facilities and sewer system are in need of capital re-investment and are being subjected to increased frequency and more aggressive regular maintenance.

Overall, our facilities remain in good shape.

Respectfully,


Jessie Lynn Miller *JLM*
Director of Water Services

Resolution: 22-60

RESOLUTION NO. 22-60

A Resolution to Appoint a Member to the Board of Education

BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby appoints _____ to the Alexander City Board of Education for a term of five (5) years ending May 2027.

ADOPTED AND APPROVED this 2nd day of May 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 **Resolution No. 22-60** which was adopted by the City Council on this 2nd day of May 2022.

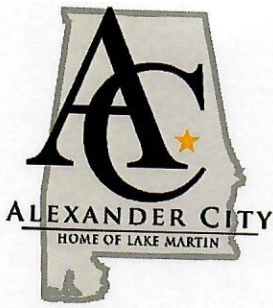
WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 2nd day of May 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



EVENT APPLICATION

City of Alexander City, Alabama
and
Arts & Entertainment District Committee

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 must be in compliance with Ordinance No. 2015-11. The event must be in compliance with Ordinance No. 99-09 and be approved by the City Council if alcohol is served, distributed, and/or brought in by attendees.

There are further requirements if you would like to serve, distribute or request that alcohol be brought-in or sold. This type of event is classified as a Special Event. Prior to City Council approval, the event must be approved by the A&E Committee and/or its representative. All requirements for a Special Event Permit are listed below and must be completed prior to submission to the City Council. **Only incorporated non-profit organizations are allowed to apply for a Special Event Permit.**

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. The contact number to the ABC Board is listed on page 6.

All applicants requesting to use City property for private events must submit a completed event application 30 days prior to the event to the A&E Committee representative and 60 days to City Council.

Name of Organization: Blues in the Park Committee in Association

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

Describe _____ Other:

Date(s) Requested: May 14th, 2022

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

Describe _____ Other:

Event Name: Blues In the Park

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

Address: 422 B St

City: Alex City State/Zip: AL 35010

Email: oliver tyrone 60 @ yahoo.com

Cell: 256-496-1958 Other Phone: _____

Goals for Event: Promote harmonious community involvement,

Descriptive Summary of Event: Concert

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

Boosts local economy and highlight city to other regions

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) _____

Event website or Social Media Page: Blues in the Park - Alex City (FB)

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

CHECKLIST

Liability Coverage

Minimum Requirements are as follows: each occurrence \$1,000,000; damage to rented premises \$100,000; medical expense \$5,000; personal and injury \$1,000,000; general aggregate \$1,000,000; and comp/op agg \$1,000,000.

Name of Insured: Blues in the Park Producer: Tyrone Oliver - City of

Policy No.: #L2199335 Effective Date: 4-13-22 Expiration Date: 5-15-22 Alex City

Event Parking

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

Identify set-up parking areas

Participant parking (vendors, staff, volunteers) Behind stage

Down town

Attendees

parking

Event Size

Number of Participants 6

Number of Staff/ Volunteers 15

Number of Spectators 499+

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: Blues in the Park 1-5,

Detail experience, location, etc.: Strand Park + Charles Bailey SportPlex

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? for sound stage

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 12 # ADA 4

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? ACFD

Security

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

1-99 = No officer required ACPD
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.

Same as last year

ARTS AND ENTERTAINMENT DISTRICT RULES AND RESTRICTIONS

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

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

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

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

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

✓ **Liability Coverage**

Minimum Requirements are as follows: each occurrence \$1,000,000; damage to rented premises \$100,000; medical expense \$5,000; personal and injury \$1,000,000; general aggregate \$1,000,000; and comp/op agg \$1,000,000.

Name of Insured: Blues in the Park ^{CITY OF ALEXANDER} Producer: The Event Helper
Policy No. EH-77132 Effective Date: _____ Expiration Date: 855-493-8368

****A copy of the certificate of ability insurance must be provided with this application.**

 Geographical Parameters

Describe or attach a map with the event geographical parameters.

Strand Prand Park

 Security

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

1-99 = 2 Officers

ACPD

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

Applicant's Signature *Jyone Olm*

Date 4/18/22

A&E Signature _____

Date / /

INTERNAL USE ONLY

Date Received: / /

Approved: / /

Disapproved: / /

Added to the Community 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: / /

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

Request Waiver

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

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

Applicant's Signature _____ Date ___/___/___

A&E Signature _____ Date ___/___/___

INTERNAL USE ONLY

Application Complete: **YES NO**

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

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

Contact the Following:

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

Authorized Signature: _____ Date: ___/___/___



Alabama Cross Road Events

JEREMIAH 6:16

Attn: Sandy Stanbrough; Mayor & City Council

RE: Request for Funding & other services

City of Alexander City,

First of all, thank you for your continued support of Alexander City Celebrate Freedom. No doubt this event has proven its self as wholesome and family-friendly while celebrating God and Country on July 3rd in our great community.

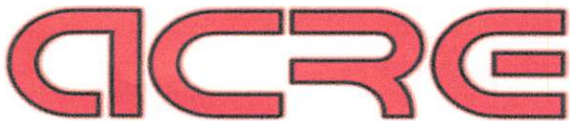
Just as in previous year's the city has been generous in our efforts to continue such of an event that helps bring people into our community as well as being a community unifier. The following are the request for support:

- ⇒ 6- Golf Carts (approved by Parks & Rec)
- ⇒ Closure of Wilson Street from Hwy.63/22 to Marshall Street (approved by Police Dept)
- ⇒ Electrical outlets
- ⇒ Waiver of event permit.
- ⇒ Waiver of business license of Pyro-Shows of Alabama, All Events and vendors.
- ⇒ Release of Funds (\$5625.00)

Thank you again for your support!

Eric Hanners

ACRE president



ACRE

PO Box 2009

Alexander City, AL

35011

256-234-3180



National Public Works Week Proclamation

May 15–21, 2022

“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Alexander City; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works employees, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation system, solid waste system, fleet system, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Alexander City to gain knowledge and maintain ongoing interest and understanding of the importance of public works projects and programs in Alexander City; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; be it now,

RESOLVED, I, Mayor Curtis W. Baird, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Further, I extend appreciation to Alexander City’s Department of Public Works for the vital services they perform and their dedication to Alexander City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State to be affixed,

DONE at the Alexander City, Alabama this 19 day of April 2022.

Curtis W. Baird
Mayor

