



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, June 6, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Al Jones

Pledge of Allegiance: Captain Orr

Roll Call:

Approval of Minutes: May 16, 2022 Regular Meeting
May 16, 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: None

Unfinished Business:

1. Ordinance 2022-19: An Ordinance to Amend the Zoning Map and Rezone 480 Laurel Street

New Business:

1. First Reading Ordinance 2022-20: An Ordinance Adopting Sanitary Sewer Capital Improvement Fees and Amending the Sewer Tap Fees
2. First Reading: Ordinance 2022-21: An Ordinance Amending Chapter 18, Buildings and Buildings Regulations, of the Alexander City Code

3. Resolution 22-63: A Resolution to Award Bid 22-07, Electric Motor, SCADA, and Rotating Equipment for Utilities
4. Resolution 22-64: A Resolution to Award Bid 22-08, Oil Filled Padmount Transformers for the Light Department
5. Resolution 22-65: A Resolution to Authorize the Mayor to Execute a Memorandum of Understanding with Russell Lands for Sewer Capital Improvement Fees
6. Resolution 22-66: A Resolution to Authorize the Mayor to Execute an Engineering Proposal for Engineering Services for Phase II of the Multi-Agency Wastewater Solution Project
7. Resolution 22-67: A Resolution to Declare Personal Property as Surplus and No Longer Needed for Public Use
8. Resolution 22-68: A Resolution to Set a Public Hearing for Thursday, June 16, 2022, to Hear Public Comments Concerning the Downtown Buildings (Former City Hall and Police Department)
9. Resolution 22-69: A Resolution to Authorize the Mayor to Execute a Non-Participant Services Contract with Electric Cities of Georgia, Inc. for Training Light Department Employees
10. Resolution 22-70: A Resolution to Amend the FY 22 Budget and Authorization List to Include a Revenue Clerk Position
11. Resolution 22-71: A Resolution to in Support of the East Alabama Regional Planning and Development Commission Comprehensive Economic Development Strategy 2022 (CEDS)
12. Request: A Request to Approve the 10th Annual Sun Festival and 31st Annual JazzFest

Executive Session: None

Public Comments (3 minutes per speaker):

1. April Buono, Hillabee Towers

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

1. Library Board Vacancy
2. Work Session June 20th at 4:30 pm with Regular Meeting at 5:30 pm
3. Alabama Department of Archives Training and Site Visit

Comments from the Council:

Adjournment:

ORDINANCE NO. 2022-19

An Ordinance to Amend the Zoning Map and Rezone 480 Laurel Street

SECTION 1. That Ordinance No. 2016-10 of the City of Alexander City, Alabama, be and is hereby amended by making certain changes in the Zoning Map of the City of Alexander City, Alabama, which is made a part of said Ordinance by reference and description, as follows so as to zone certain property at the request of Kimberly Robinson for property parcels as described.

Parcel No.: 62 05 08 27 3 001 001.004

Property Locations: 480 Laurel Street

Zoning: Rezone property from B-1 Neighborhood Business District to B-2 General Business District

SECTION 2. That the City Building Inspector and the Zoning Administrator are hereby authorized and directed upon enactment and approval of this amendment to the Zoning Ordinance of the City of Alexander City, Alabama, to cause the said change on the City Zoning Map of said City as set out in Section 1 of this amendment to said ordinance and to make notations in ink thereon of reference to dates of passage and approval of this amendment of the City of Alexander City Zoning Ordinance.

SECTION 3. This ordinance shall take effect immediately upon its adoption and publication as required by law.

ADOPTED AND APPROVED this 6th of June 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. 2022-19** which was adopted by the City Council on this 6th of June 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th of June 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

6/6/2022

ORDINANCE NO. 2022-20

An Ordinance Adopting Sanitary Sewer Capital Improvement Fees and Amending the Sewer Tap Fees

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

Section 1. That Chapter 90 Section 67 of the Code of Ordinance of the City of Alexander City, Alabama, be amended so such section shall read as follows:

Section 90-67 Sanitary Sewer Capital Improvement Fees - Adopted

(a) Applicability

- (1) The following provisions shall apply to all areas served by the City of Alexander City's Sanitary Sewer System (System).
- (2) The following types of development shall be required to pay the city's sanitary sewer capital improvements fees:
 - a. New development seeking a new connection to the city's sanitary sewer system.
 - b. Multiuse/multiunit developments connecting to the city's sanitary sewer for the purpose of reselling sanitary sewer service to its individual customers.
 - c. Residential redevelopment involving the construction of one or more additional dwelling units.
 - d. Residential and nonresidential redevelopment seeking a larger sanitary sewer collection and treatment capacity.

(b) Intent

- (1) The intent of the sanitary sewer capital improvements fee is to ensure that new development and redevelopment bears a proportionate share of the capital cost of constructing and maintaining the city's sanitary sewer collection and treatment system; and to ensure that funds collected from the fee are used to construct and maintain the sanitary sewer collection and treatment system.
- (2) It is the intent of this Ordinance that the Alexander City sanitary sewer capital improvements fees for residential and nonresidential development are the result of a fee calculation study that was designed to ensure that the fees imposed are rationally related to the benefit received.
- (3) It is not the intent of this Ordinance that any monies collected for the sanitary sewer capital improvements fee program be commingled or used for any other purpose than the construction and maintenance of the city's sanitary sewer collection and treatment system.

(c) Basis for fees

- (1) The basis for sanitary sewer capital improvement fees shall be Equivalent Dwelling Units (EDUs).
- (2) For the purposes of fee calculations, 1 EDU shall be equal to a 600 gallon per day discharge into the City's sanitary sewer collection system.
- (3) Calculation of EDUs for residential and non residential uses shall be based on the following schedule.
{INSERT SCHEDULE}
- (4) There shall be no refunds for capital improvement fees on the basis of underutilization or unused of discharges.
- (5) Capital Improvement Fees shall be divided into three categories:

Ordinance 2022-20

- a. Plant Capacity Charges – Paid for all new development and redevelopment (when redevelopment requires increased sewer capacity). Plant Capacity Charges are hereby established to be \$1,610.54 per EDU.
- b. System Expansion Charges – Paid for all new development and redevelopment where the sanitary sewer collection system is expanded by the City to provide service to a new development or service area. System Expansion Charges are established on a per project basis and will vary. System Expansion Charges for the Multi-Agency Wastewater Solution Project for the expansion of the sewer mains to The Heritage at Wicker Point are hereby established to be \$3,752.15 per EDU. System Expansion Charges for future projects shall be established by the Superintendent of Utilities and shall be uniformly applied to the new development or service area. Rationale for any such System Expansion Charges shall be documented and made part of the project record.
- c. Excess Capacity Charges - Paid for all new development and redevelopment where the characteristics of a discharge are significantly higher with respect to volume or strength than shown in the schedule in (c) (3). The Superintendent of Utilities is authorized to establish an Excess Capacity Charge in EDU equivalents. Rationale for any such Excess Capacity Charge shall be documented and made part of the account record.

(d) Time of collection.

(1) Time of collection for Capital Improvement Fees shall be as shown in the following table

Time of Collection	Plant Capacity Charge	System Expansion Charge	Excess Capacity Charge
Sale of Property	0%	1 EDU Collected at Property Closing	0%
Application for Service	100%	Reconcile 1 EDU with actual	100%

Section 2. That Chapter 90 Section 218 of the Code of Ordinance of the City of Alexander City, Alabama, be amended so such section shall read as follows:

Section 90-218 Sewer Connections – Adopted

(a). *Charges.* There are hereby established the following sewer connection fees:

- (1) Existing Tap. Any new request to connect to an existing tap must be inspected by the City and payment of \$300.00 must be received prior to approval of service and usage.
- (2) Residential Establishments. For the purpose of this section, a residential establishment shall mean a single residential unit, and the connection fee for such a unit shall be the greater of \$300.00 or the cost incurred by the city in providing the sewer connection.
- (3) Nonresidential, Multiresidential, Commercial, and or Subdivisions. Any nonresidential customer, to include multiresidential unit buildings. The developer is responsible for the installation of the sewer tap on the main. The developer and or developer’s contractor must be licensed. Prior to covering the tap, the City must inspect and approve. The sewer tap fee for nonresidential and multiresidential or commercial is \$300.

Ordinance 2022-20

ADOPTED AND APPROVED this 6th day of June 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. 2022-20** which was adopted by the City Council on this 6th day of June 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

ORDINANCE NO. 2022-21

An Ordinance Amending Chapter 18, Buildings and Buildings Regulations 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 18 Section 22 of the Code of Ordinance of the City of Alexander City, Alabama, be amended so such section shall read as follows:

Section 18-22 Building Permits and Related Fees - Adopted

- (1) Permit fees.
 - (a) A \$10.00 permit issuance fee will be added to all permit fee totals.
 - (b) The minimum for the total permit fee, including the \$10.00 permit issuance fee, will be \$20.00.
 - (c) If the initial inspection fails to comply with the adopted code, a \$20.00 Re-inspection Fee shall be collected by the inspector at the time of re-inspection.
 - (d) Quarterly Contractors License Fee: $\frac{1}{4}$ of 1% (0.0025) of the total valuation or total cost of the project being permitted will be added to the permit fee.
 - (e) Each person applying for a commercial building permit, residential building permit, commercial roofing permit, or residential building permit for new construction, alterations, additions or remodeling of any unit shall pay to the city a building permit fee or roofing permit fee in accordance with the following fee schedule:

Permit Type	Fee
Commercial Building Permit	\$8.00 per \$1,000 or fraction thereof of the total construction valuation
Commercial Roofing Permit	\$8.00 per \$1,000 or fraction thereof of the total construction valuation
Residential Building Permit	\$6.00 per \$1,000 or fraction thereof of the total construction valuation
Residential Roofing Permit	\$6bu.00 per \$1,000 or fraction thereof of the total construction valuation

- (f) For moving of any building or structure, the permit fee shall be \$50.00.
 - (g) For demolition of any building or structure, the permit fee shall be \$50.00.
 - (h) For installing, altering or remodeling gas, electrical, mechanical, or plumbing systems in any residential or non-residential building, structure, or location, the permit fees shall be in accordance with the fee schedule in the particular code applicable.
- (2) Plan Review Fee.
 - (a) When the proposed project or development must be reviewed by the City Development Committee prior to the commencement of construction or the issuance of a building permit, plans are required to be submitted to the Building Department. A Plan Review Fee of \$100.00 shall be paid to the City at the time of submitting plans and specifications for review. An additional \$100.00 shall be paid for any subsequent plan submittals for review of necessary revisions.
- (3) Double Fee.
 - (a) Any person constructing, altering, making additions to, remodeling, demolishing or moving buildings or other structures within the city who fail to apply for, obtain and pay for permits as set out in subsection (2e) of this section will be required to pay a fee equal to twice the normal amount; and shall be subject to punishment as provided in section 1-7 on second and subsequent such violations.

Section 2. That Chapter 18-Section 133 of the Code of Ordinance of the City of Alexander City, Alabama, be amended so such section shall read as follows:

Section 18-133 Electrical Permits and Related Fees

Before any Electrical Permit is issued for the wiring of any residential or non-residential building, structure, or location for electric lights, heat or power, or any electric installation, or before any permit is issued for the alterations, additions, repair, or upgrade of any existing wiring of any residential or non-residential building, structure, or location, the following fees shall be paid to the city by the person making the application for such electrical permit.

- (1) A \$10.00 permit issuance fee will be added to all permit fee totals.
- (2) The minimum for the total permit fee, including the \$10.00 permit issuance fee, will be \$20.00.
- (3) If the initial inspection fails to comply with the adopted code, a \$20.00 Re-inspection Fee shall be collected by the inspector at the time of the re-inspection.

(4) Wiring to outlets

Outlets	
Number of Outlets	Fee
1 to 25	\$5
26 to 50	\$10
51 to 75	\$15
76 to 100	\$20
101 to 200	\$25
201 to 500	\$50
501 to 1,000	\$75
1,001 to 2,000	\$100
Over 2,001	\$200

(5) Service Entrance switches for light, heat, or power

Service	
Entrance (AMP)	Fee
100 AMP	\$5
200 AMP	\$10
400 AMP	\$15
600 AMP	\$20
800 AMP	\$25
OVER 1,000 AMP	\$30

Fees for switches shall include only main line service entrance switches for subfeeder panels.

(6) Wiring and installation of Motors

Motors	
Units (HP)	Fee
UP TO 1 HP	\$5
5HP TO 10HP	\$10
10HP TO 20HP	\$15
OVER 20HP	\$20

Ordinance 2022-21

(7) Wiring and installation of Generators

Generators	
Units (KW)	Fee
UP TO 10KW	\$5
10KW TO 25KW	\$10
25KW TO 50KW	\$15

(8) Appliances

Appliances	
Item	Fee
Clothes Washer	\$5
Dish Washer	\$5
Disposal	\$5
Dryer	\$5
Microwave	\$5
Range	\$5
Refrigerator	\$5
Water Heater	\$5
Window A/C Unit	\$5

(9) Additional Connections

Additional Connections	
Item	Fee
220V – 230V	\$5
Parking Lot Light / Site Pole	\$10
Electric Car Charging Stations	\$10

(10) Fire Alarm System

Item	Fee
Fire Alarm System	\$100

Section 3. That Chapter 18 Section 252 of the Code of Ordinance of the City of Alexander City, Alabama, be amended so such section shall read as follows:

Section 18-252 Mechanical Permits and Related Fees - Adopted

Before any Mechanical Permit is issued for the installation of heating, ventilation, duct, air conditioning, and refrigeration systems for any residential or non-residential building, structure, or location, the following fees shall be paid to the city by the person making the application for such electrical permit.

- (1) A \$10.00 permit issuance fee will be added to all permit fee totals.
- (2) The minimum for the total permit fee, including the \$10.00 permit issuance fee, will be \$20.00.
- (3) If the initial inspection fails to comply with the adopted code, a \$20.00 Re-inspection Fee shall be collected by the inspector at the time of the re-inspection.

Ordinance 2022-21

(4) The following fees shall pertain to the installation of heating, ventilation, duct, air conditioning, and refrigeration systems for any residential or non-residential building, structure, or location.

Permit Type	Fee
Residential Mechanical Permit	\$10.00 per \$1,000 or fraction thereof of the total valuation
Commercial Mechanical Permit	\$10.00 per \$1,000 or fraction thereof of the total valuation

Section 4. That Chapter 18 Section 252 of the Code of Ordinance of the City of Alexander City, Alabama, be amended so such section shall read as follows:

Section 18-252 Plumbing Permits and Related Fees

- (1) A \$10.00 permit issuance fee will be added to all permit fee totals.
- (2) The minimum for the total permit fee, including the \$10.00 permit issuance fee, will be \$20.00.
- (3) If the initial inspection fails to comply with the adopted code, a \$20.00 Reinspection Fee shall be collected by the inspector at the time of the reinspection.
- (4) Fixture Type

Fixtures	
Fixture Type	Fee
Water Closet	\$5
Bathtub	\$5
Lavatory	\$5
Shower	\$5
Sink	\$5
Dishwasher	\$5
Laundry Tray	\$5
Clothes Washer	\$5
Water Heater	\$5
Urinal	\$5
Drinking Fountain	\$5
Floor Sink or Drain	\$5
Slop Sink	\$5
Gas System No. Out	\$5
Water Line	\$5
Vacuum Breaker	\$5
Lawn Sprinkler	\$5
Sewer	\$5
Cesspool	\$5
Septic Tank Pit	\$5
Hose Bibbs	\$5
Grease Trap / Grease Interceptor	\$10

(5) Fire Sprinkler System

Item	Fee
Fire Sprinkler System	\$100

Section 5. 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 6. 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 7. 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 8. This ordinance shall take effect immediately upon its adoption and publication as required by law.

ADOPTED AND APPROVED this 6th day of June 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. 2021-21** which was adopted by the City Council on this 6th day of June 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

RESOLUTION NO. 22-63

A Resolution to Award Bid 22-07, Electric Motor, SCADA, and Rotating Equipment for Utilities

WHEREAS, the City of Alexander City, Alabama, accepted bids for a master purchase agreement to repair and rebuild agreement of all city-owned electric motors, SCADA systems, and rotating equipment in the City Clerk’s office on May 17, 2022; and

WHEREAS, it is recommended to award said bid to all vendors listed below per the specifications and terms specified in the bid

1. Sheppard Services of Theodore, AL
2. Nelson Electric Motors of Alexander City, AL; and

WHEREAS, the bid tabulation is attached as Exhibit A; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby awards Bid 22-07 Electric Motor, SCADA, and Rotating Equipment of Utilities as stated above; and

FURTHER, BE IT RESOLVED, the Mayor is authorized to sign any and all bid documents pertaining to Bid 22-07.

ADOPTED AND APPROVED this 6th day of June, 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. 22-63** which was adopted by the City Council on this 6th day of June, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June, 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

June 1, 2022

Subject: Bid 22-07, Bid 22-07 Electric Motor, SCADA, & Rotating Services

Bid 22-07 Master purchase, repair and rebuild agreement of all city owned electric motors, SCADA systems, and rotating equipment, was opened and read aloud by the city clerk's office on May 17th, 2022. Hereby recommend the bid be awarded to all vendors listed below per the specifications and terms as specified within the bids. See attached tabulation for labor rates and cost-plus rates for materials.

Sheppard Services of Theodore, AL

Nelson Electric Motors of Alexander City, AL

Funding for all services that utilize this bid shall be part of pre-approved departmental operational or capital budgets.

Further request the Mayor be authorized to sign any contracts or agreements as part of this bid.

Miles Hamlett
Purchasing Agent
City of Alexander City

Bid 22-07 Electric Motor, SCADA, & Rotating Services
 Labor Rates & Mark Up % - Bid Schedule

Sheppard Services Labor Rates (Hourly)		
	Regular Time	O.T (Weekends & After 5)
Shop Labor	\$65.00	\$97.50
Service tech w/5k Crane Truck	\$95.00	\$142.50
Additional Field Service Tech	\$75.00	\$112.50
SCADA Tech	\$95.00	\$142.50
Material Markups: Please state your companies margin percentage over cost for Materials used in the contract. 15%		

Nelson Electric Labor Rates (Hourly)		
	Regular Time	O.T (Weekends & After 5)
Shop Labor	\$95.00	\$142.50
Service tech w/5k Crane Truck	\$125.00	\$187.50
Additional Field Service Tech	\$95.00	\$142.50
SCADA Tech	\$150.00	\$225.00
Material Markups: Please state your companies margin percentage over cost for Materials used in the contract. 20%		

Resolution: 22-64

RESOLUTION NO. 22-64

A Resolution to Award Bid 22-08, Oil Filled Pad Mount Transformers for the Light Department

WHEREAS, the City of Alexander City, Alabama, accepted bids for the purchase of pad mount oil filled transformers for the Light Department in the City Clerk’s office on May 24, 2022; and

WHEREAS, it is recommended to award said bid to Gresco Utility Supply, Inc. of Dothan, Alabama; and

WHEREAS, the bid tabulation is attached as Exhibit A; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby awards Bid 22-08 Oil Filled Pad Mount Transformers for the Light Department as stated above; and

FURTHER, BE IT RESOLVED, the Mayor is authorized to sign any and all bid documents pertaining to Bid 22-08.

ADOPTED AND APPROVED this 6th day of June, 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. 22-64** which was adopted by the City Council on this 6th day of June, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June, 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

June 1, 2022

Subject: Bid 22-08, Purchase Agreement

Bid 22-08, for the purchase of pad mount oil filled transformers for use by the Alexander City Electrical Services, was opened and read aloud by the city clerk's office on May 24th, 2022. Hereby recommend the bid be awarded to Gresco Utility Supply, Inc. of Dothan, Alabama, in the grand total amount of \$177,500.00

Funding for all purchases within this bid shall be part of pre-approved departmental capital budgets.

Further request the Mayor be authorized to sign any contracts or agreements as part of this bid.

Miles Hamlett
Purchasing Agent
City of Alexander City

City of Alexander City Bid Tabulation



Bid Open Date & Time: 5/24/2022 @ 2:00 pm

Bid Title: Oil Filled Padmount Transformers

	1	2	3	4
SEALED ENVELOPE				
BIDDERS NAME	Gresco Utility Supply Inc			
G.C. LICENSE NO.				
NOTATIONS				
AFFIDAVIT				
BID BOND				
E-VERIFY				
INSURANCE / WARRANTY				
ACKNOWLEDGE OF AMEND				
W-9				
PERFORMANCE BOND				
PAYMENT BOND				
BUSINESS LICENSE				
TOTAL BID AMOUNT	\$177,500			
	Gresco Utility Supply Inc.			
	750 KVA	\$53,000	mid 2023	
	500 KVA	\$36,000	mid 2023	
	300 KVA	\$27,000	mid 2023	
	150 KVA	\$20,500	mid 2023	\$61,500 for 3

Resolution: 22-65

RESOLUTION NO. 22-65

A Resolution to Authorize the Mayor to Execute a Memorandum of Understanding with Russell Lands for Sewer Capital Improvement Fees

BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute a Memorandum of Understanding with Russell Lands for Sewer Capital Improvement Fees.

ADOPTED AND APPROVED this 6th of June 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. 22-65** which was adopted by the City Council on this 6th of June 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th of June 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

STATE OF ALABAMA)

COUNTY OF TALLAPOOSA)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALEXANDER CITY, ALABAMA
AND RUSSELL LANDS, INC.
AND
THE HERITAGE AT LAKE MARTIN, LLC**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") entered into on the ____ day of _____, 2022 by and between the **CITY OF ALEXANDER CITY, ALABAMA**, an Alabama municipal corporation (the "City"), and **RUSSELL LANDS, INC., THE HERITAGE AT LAKE MARTIN, LLC**, and their successors and assigns including Homeowners Associations (collectively referred to as "RLs") for the purpose of cooperation in development of sewer and water infrastructure services.

AGREEMENT

WHEREAS, the City and RLs have entered into a Development Agreement dated March 2, 2021 which set out the development of approximately 1,510 acres +/- (the "site") located within the city limits of Alexander City and located on Lake Martin in Tallapoosa County, Alabama; and

WHEREAS, the City and RLs have been in discussions and negotiations regarding the City proposing to construct and maintain a sewer line including lift stations from the site to the City's Sugar Creek Waste Water Plant and to provide tap connection to the water main to be provided by RLs; and

WHEREAS, the construction of such sewer line and water line would provide service to all residences and commercial properties within the site, relieve RLs from construction and maintenance of a sewer system, and produce revenue to the City from the sewer services provided and sale of water and therefore beneficial to the City, its citizens and RLs; and

WHEREAS, the City shall provide public safety services (Fire, Emergency Medical coverage, and Police protection) to the annexed area which will be staffed and operated by the City and its public service personnel. The specific agreement regarding public safety services will be determined by the City and RLs at a later date.

WHEREAS, such agreement as anticipated by this Memorandum of Understanding will be to the benefit of the City and its citizens by way of promoting economic development including the creation of ad valorem taxes, sales and use taxes and opportunity for employment from newly created jobs; and a substantial increase in sewer and water customers.

THEREFORE, the City and RLs hereby agree as follows:

A. SEWER SYSTEM

1. A Commercial Capital Improvement Fee will be collected by the City for each commercial connection to the City's sanitary sewer system. The fee shall be collected upon the request for

sewer service/building permit for all commercial sites and will be calculated using the forms in Exhibit A and Exhibit C.

2. A Residential Capital Improvement Fee for System Expansion of \$3,752.15 will be collected by RLs for each residential lot sold. This fee will be remitted to the City on or before the 10th day of the month following the sale.
3. This Residential Capital Improvement Fee for System Expansion collected by RLs at the time of the sale of the lot is based on an assumed 1 EDU (equivalent dwelling unit—in this case a 4-bedroom home) per residential lot. This 1 EDU fee will be adjusted up or down later by the City when the property owner or builder requests sewer service/building permit and the exact number of bedrooms can be positively established.
4. For residential lots, the adjustments will be made in accordance with the attachments in Exhibits B and C. The calculation on the form in Exhibit B and the data used as inputs in Exhibit C (Alabama Department of Public Health documentation) are widely accepted as reasonable for such purposes. This calculation and adjustment, if necessary, must be made for each and every attachment (lot sold) to the sanitary sewer.
5. For residential lots, a Capital Improvement Fee for Plant Capacity will be due at the time of request for sewer service/building permit. This fee will be based on the EDUs as previously discussed and as illustrated in Exhibit B and will be the same amount for all other customers of the City's sewer system, regardless of location.
6. The Capital Improvement Fee for System Expansion will remain \$3752.15 (for 1 EDU) for all future residents of the Heritage. The Sewer Plant Capital Improvement Fee, currently \$1,610.54 for 1 EDU, may or may not increase in the future for the entire sewer system as dictated by future capital improvement needs at the wastewater treatment plant that are unforeseeable at this time.
7. A tap fee will be charged upon request for sewer service/building permit at the then current tap fee. This tap fee is not included in the Capital Improvement Fee but is a separate fee.
8. The monthly sewer rates for customers in The Heritage will be the same as rates charged to all other customers of the City's sewer system, regardless of location.
9. RLs will provide a 100' x 100' parcel of land to the City for the purpose of constructing a collection and lift station to tie into the sewer system at The Heritage. In the event that the City has not completed the work on the extension of the sewer line to the Heritage lift station when sewage begins to flow to the lift station, the City will pump the lift station on an "as needed" basis to ensure adequate capacity in the lift station to receive sewage from The Heritage.

B. WATER SYSTEM

1. A Capital Improvement Fee will be collected for each connection to the City's water supply system regardless of location within the City. The fee shall be collected upon the request for water service/building permit for all commercial and residential sites and will be determined by the table in Exhibit D.

2. The typical Capital Improvement Fee will be \$927.00 for a 1” or smaller meter connection to the City’s water system. However, fees are based on size of connection as shown in Exhibit D.
3. Upon connection to the City’s water supply system, the customer will be charged at the then current rate a tap fee. This tap fee is not included in the Capital Improvement Fee but is a separate fee. The tap fee charged to customers in The Heritage will be the same as the tap fee charged to other customers regardless of location within the City limits.

This Memorandum of Understanding shall be finalized as an addition to the existing Development Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

CITY OF ALEXANDER CITY, ALABAMA

By: _____

Print Name: **CURTIS W. BAIRD**

Its: **Mayor**

Date: _____

ATTEST:

By: Amanda Thomas, City Clerk

[SEAL]

RUSSELL LANDS, INC.

By: _____

Print Name: **THOMAS T. LAMBERTH**

Its: **President & CEO**

Date: _____

ATTEST:

By:

**City of Alexander City
Capital Improvement Fee Calculations**

Capital Improvement Fees are based on 1 Equivalent Dwelling Unit (EDU). 1 EDU represents a discharge of 600 gallons per day (gpd) into the City's wastewater system. NOTE: Only ONE structure per form.

Development: _____ Date: _____
Service Address: _____

PART 1 - Equivalent Discharge Unit Calculation (EDU)

A. Type of Establishment (See Table 1)	_____
B. Design Units (Table 1, Design Unit column)	_____
C. Number of Units	_____
D. Flow per Unit (Table 1, Design Flow column)	_____
E. Total Flow (Line C x Line D)	_____
F. Total EDU (Line E ÷ 600)	<input type="text"/>

PART 2 – Fee Calculation

A. Sewer Plant Capital Improvement Fee per EDU	<u>\$ 1610.54</u>
B. Sewer Collection System Capital Improvement Fee per EDU (for structures within The Heritage on Lake Martin enter \$3752.15, otherwise N/A)	_____
C. Excess Plant Capacity Improvement Fee per EDU (Established on a case-by-case basis for special projects, mark N/A if not applicable)	_____
C. Total Improvement Fees Per EDU (Line A + Line B + Line C)	_____
D. Total EDU (Line F from above)	_____
E. Total Capital Improvement Fees (Line C x Line D)	<input type="text"/>

**City of Alexander City
Capital Improvement Fee Calculations**

Capital Improvement Fees are based on 1 Equivalent Dwelling Unit (EDU). 1 EDU represents a discharge of 600 gallons per day (gpd) into the City's wastewater system. Only ONE structure per form.

Development: _____ Date: _____
Service Address: _____

PART 1 - Equivalent Discharge Unit Calculation (EDU)

A. Total # of Bedrooms	_____
B. Flow per Bedroom (enter 150 if Line A is 12 or below, otherwise enter 75)	_____
C. Total Flow (Line A x Line B)	_____
D. Total EDU (Line C ÷ 600)	<input type="text"/>

PART 2 – Fee Calculation

A. Sewer Plant Capital Improvement Fee per EDU	<u>\$ 1610.54</u>
B. Sewer Collection System Capital Improvement Fee per EDU (for structures within The Heritage on Lake Martin enter \$3752.15, otherwise N/A)	_____
C. Total Improvement Fees Per EDU (Line A + Line B)	_____
D. Total EDU (Line D from above)	_____ ←
E. Total Capital Improvement Fees (Line C x Line D)	<input type="text"/>

**Table 1
 Flow and Organic Loading**

<u>Generator</u>	<u>Design Unit</u>	<u>Design BOD/TSS</u> ⁽¹⁾ lbs/day	<u>Design Flow</u> gpd
<u>DWELLINGS (Rule)</u> ⁽²⁾			
Dwelling (12 bedrooms or fewer)	per bedroom	0.4 (min)	150
13 or more bedrooms to a single system	per person	0.2 (min)	75 (min)
<u>ESTABLISHMENTS (guidelines)</u> ⁽³⁾			
Airports (not including food service)	per passenger	0.02	5
Airport	per employee	0.05	15
Office	per employee	0.05	25
Marinas			
with bathhouse or showers or toilets	per boat slip	0.15	10
Motels			
no cooking facility	per bedroom	0.40	120
cooking facility	per bedroom	0.80	175
Movie Theater (no food preparation)	per seat	0.02	4
Restaurants	per seat	0.2	50
Restaurants			
Interstate or through highway	per seat	0.7	100-180
Interstate rest areas	per person	0.01	5
Service station	per vehicle serviced	0.01	10
Factories and office buildings	per person per 8-hr shift		
no shower		0.06	15
with shower		0.08	25
Laundromats ⁽⁴⁾ (9 to 12 machines)	per machine	0.3	500
Stores, shopping centers exclusive of food preparation	per 1000 sq ft. of floor space	0.1	200
<u>Institutions/Establishments</u>			
Churches (no food service)	per seat	0.002	3
Hospitals	per bed	0.7	300
Schools (with or without cafeteria)			
with shower	per person	0.06	16
without shower	per person	0.04	10
Boarding schools	per person	0.2	75
Nursing homes	per bed	0.3	200
Assisted living	per bed	0.2	100
Community colleges	per student and faculty	0.04	15
<u>Recreational Establishments</u>			
Theaters, auditorium type	per seat	0.02	5
Picnic areas	per person	0.01	5
Camps, day no meals served	per person	0.05	5
Camps resort day and night with limited plumbing	per space	0.05	50
<u>Recreational Parks/Camp</u> ⁽⁵⁾			
RV park (RVs are mobile) ⁽⁶⁾			
with flush toilets	per camp site	0.1	100
sanitary station	per camp site	0.05	50
RV camp (RVs are not mobile)	per bedroom	0.2	150

Footnotes to Table 1:

(1) Organic loadings are prior to septic tank. It may be assumed that the tank will remove a maximum of 40 percent of the BOD and TSS load of sewage and 30 percent of high-strength sewage. This is an assumed loading rate for field sizing and should not necessarily be used for treatment design.

(2) Estimated flows for residential systems assume a maximum occupancy of two persons per bedroom for systems handling fewer than 9 bedrooms. Large-Flow systems require an engineer design, including occupant loading. Where residential care facilities will house more than 2 persons in any bedroom, estimated flows shall be increased by 50 gallons and 0.2 lbs BOD per each additional occupant.

(3) If there are combinations of establishments, such as a convenience store with food outlet, all contributors must be combined to estimated sewage flows and BOD loadings.

(4) See Rule 420-3-1-.87 Disposal of Graywater

(5) If a central system (with a Performance Permit) is to be used in the park/camp, the flow requirements shall be proposed by the design engineer and may be different than what is in Appendix A, Table 1.

(6) For an RV park to be considered servicing mobile and temporary RVs, it must meet Rule .56 requirements.

1. Schedule of Fees. The Capital Improvements Fee Administrator shall determine the amount of the water capital improvement fees for residential and nonresidential uses based on the type and size of the water meter using the following schedule:

Water Capital Improvements Fee Schedule¹		
<i>Water Meter Size</i>	<i>EDUs Per Meter</i>	<i>Water Capital Improvements Fee</i>
<i>3/4"</i>	<i>0.6</i>	<i>\$556</i>
<i>1"</i>	<i>1.0</i>	<i>\$927</i>
<i>1-1/2"</i>	<i>2.0</i>	<i>\$1,854</i>
<i>2"</i>	<i>3.2</i>	<i>\$2,966</i>
<i>3"</i>	<i>7.0</i>	<i>\$6,489</i>
<i>4"</i>	<i>10</i>	<i>\$9,270</i>
<i>6"</i>	<i>20</i>	<i>\$18,540</i>
<i>8"</i>	<i>32</i>	<i>\$29,664</i>
<i>10"</i>	<i>46</i>	<i>\$42,642</i>
EDU=Equivalent Dwelling Unit; meter capacities are scaled to a 1" meter.		
¹ Based on published AWWA water meter capacities for the meter type and a rate of \$927 per EDU.		

RESOLUTION NO. 22-66

A Resolution to Authorize the Mayor to Execute an Engineering Proposal for Engineering Services for Phase II of the Multi-Agency Wastewater Solution Project

WHEREAS, Municipal Consultants has assisted the City with many water and sewer projects in the past and present; and

WHEREAS, the City approved a General Services Contract with Municipal Consultants (Resolution 21-80) on April 19, 2021;

WHEREAS, it is recommended to has Municipal Consultants assist the City with engineering services for Phase II of the Multi Agency Wastewater Solution Project that consists of installation of a new lift station at the Wind Creek State Park Lagoons and a 6" force main from the list station, along HWY 128 and connecting to the force main on HWY 63 S; and

WHEREAS, the scope of services includes the following:

1. Engineering design of approximately 11,000 linear feet of 6" PVC force main along Highway 128.
2. Engineering design of a primary lift station to be constructed adjacent to the existing lagoons in the park. Exact station location will be coordinated between the City and Park officials during design. Lift station design to include standby power or pumping as determined during design.
3. Preparation and submission of the permit application to the Alabama Department of Transportation for construction within the ALDOT right of way.
4. Coordination of base map preparation, easement identification, etc. with the project surveyor.
5. Preparation of the bid drawings and specifications for the force main and lift station.
6. Assistance with bidding, submittal review, record drawings and construction administration as required by the City.
7. Additional services as requested by the City; and

WHEREAS, the estimate for items 1 through 5 is \$95,000, items 6 through 7 may vary, which the City will be charged the then current hourly rate; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute said proposal as an amendment to the existing contract with the City for the above mentioned terms.

ADOPTED AND APPROVED this 6th of June 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

Resolution: 22-66

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. 22-66** which was adopted by the City Council on this 6th of June 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th of June 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Municipal Consultants, Inc.

Civil/Environmental Engineering

200 Century Park South, Suite 212
Birmingham, Alabama 35226
P: (205) 822-0387
F: (205) 822-0386

May 12, 2022

Mayor Curtis Baird
City of Alexander City
PO Box 552
Alexander City, AL 35011-0552

Re: Multi Agency Wastewater Solution – Phase II
Wind Creek State Park

Dear Mayor:

We are pleased to present this proposal to provide engineering services for Phase II of the Multi Agency Wastewater Solution project. Phase II will consist of the installation of a new lift station at the Wind Creek State Park Lagoons and a 6" force main from the lift station, along Highway 128 and connecting to the force main on Highway 63 that will be constructed as part of Phase I. A preliminary construction estimates for this work is \$970,000. Our proposed scope of services includes:

1. Engineering design of approximately 11,000 linear feet of 6" PVC force main along Highway 128.
2. Engineering design of a primary lift station to be constructed adjacent to the existing lagoons in the park. Exact station location will be coordinated between the City and Park officials during design. Lift station design to include standby power or pumping as determined during design.
3. Preparation and submission of the permit application to the Alabama Department of Transportation for construction within the ALDOT right of way.
4. Coordination of base map preparation, easement identification, etc. with the project surveyor.
5. Preparation of the bid drawings and specifications for the force main and lift station.
6. Assistance with bidding, submittal review, record drawings and construction administration as required by the City.
7. Additional services as requested by the City.

We propose to perform these services as an amendment to our existing agreement with the City adopted by the City Council as Resolution No. 21-80. For Items 1 through 5 above, we propose to perform these services for a lump sum of \$95,000. The scope of work required for Items 6 and 7 are unknown at this time and can vary greatly. We are therefore proposing to perform Items 6 and 7 at our then current hourly rates.

Note that for a typical project, we would also perform base map preparation and topographic work as preliminary engineering. Costs for these services are not included in the above. We understand time is of the essence on this project, so for overall project expediency, we have requested a proposal from the surveyor working on the Wicker Point project to perform these services. We believe this approach will be more effective from both a time and cost perspective. Assuming the costs for this work will be reasonable, we can either add the surveying cost to our scope of services (with a 0% markup) or the City may contract with the surveyor separately.

Thank you for the opportunity to work with the City on this project. If you have any questions, please let me know.

Sincerely,

Chris Cousins

Accepted by:

Curtis Baird, Mayor
City of Alexander City

Date:

Attest:

RESOLUTION NO. 22-67

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

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

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

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

ID #	Description	Serial/VIN #
146	2008 Ford F350 Pickup	1FRWF33Y18EA54580
FM3	2010 Ford Ambulance	1FDRF3GT3BEA86641

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

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

ADOPTED AND APPROVED this 6th day of June, 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-67

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. 22-67** which was adopted by the City Council on this 6th day of June, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June, 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



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

June 1, 2022

To Mayor & City Council

Subject: Request Authority to Dispose of Excess/Salvage Property

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

Vehicle 0134	2009 FREIGHTLINER DUMP TRUCK	1FVACSDT49HAF7084
Vehicle FM3	2011 FORD F350 AMBULANCE	1FDRF3GT3BEA86641

Miles P Hamlett
Purchasing Agent

RESOLUTION NO. 22-68

A Resolution to Set a Public Hearing for Thursday, June 16, 2022, to Hear Public Comments Concerning Downtown Buildings (Former City Hall and Police Department)

WHEREAS, the City of Alexander City, Alabama, is the owner of certain real property (2 buildings) in downtown Alexander City known as the former City Hall and Police Department; and

WHEREAS, both buildings are no longer occupied or of use to the City operationally; and

WHEREAS, it is recommended to set a public hearing to hear public comments concerning both buildings' futures for Thursday, June 16, 2022 in the Council Chambers of the Municipal Complex at 5:30 pm; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby set a public hearing for the time and place as stated above; and

ADOPTED AND APPROVED this 6th day of June, 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. 22-68** which was adopted by the City Council on this 6th day of June, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 22-69

A Resolution to Authorize the Mayor to Execute a Non-Participant Services Contract with Electric Cities of Georgia, Inc. for Training Light Department Employees

WHEREAS, the City of Alexander City, City Council approved Resolution 22-41 on February 21, 2022, to authorize the Mayor to execute a Non-Participant Services Contract with Electric Cities of Georgia, Inc for training Light Department Employees; and

WHEREAS, the training program as proven to be a benefit for our Light Department employees; and

WHEREAS, the original agreement terms were March 1, 2022 to June 30, 2022, with an option to extend; and

WHEREAS, because the training is a benefit to our employees and is funded by the \$25,000 annual grant that the City receives from the Alabama Municipal Electric Authority (AMEA) it is recommend to extend the contract (July 1, 2022 to June 30, 2024); and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute a Non-Participant Services Contract with Electric Cities of Georgia, Inc. for Training Light Department Employees.

ADOPTED AND APPROVED this 6th day of June, 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. 22-69** which was adopted by the City Council on this 6th day of June, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

NON-PARTICIPANT SERVICES CONTRACT

Between

ELECTRIC CITIES OF GEORGIA, INC.

And

City of Alexander City

This Contract, made and entered into as of July 1, 2022, by and between Electric Cities of Georgia, Inc., a Georgia nonprofit corporation and an instrumentality of its governmental participants under Section 115 of the Internal Revenue Code (the “ECG”), and the City of Alexander City, located in Tallapoosa County, Alabama (“Customer”),

WITNESSETH:

THAT:

WHEREAS, ECG is a joint action agency formed to benefit its municipal participants and other governmental customers; and

WHEREAS, Customer has determined that certain services offered by ECG may assist it in serving its customers; and

WHEREAS, Customer desires to purchase such services from ECG, and ECG desires to provide such services to Customer, based upon the terms and conditions set forth herein; and

WHEREAS, Customer desires to become a Non-Participant Member of ECG pursuant to Section 2 hereof in furtherance of joint action and for the mutual advantage of ECG’s municipal participants and other customers and to take advantage of certain economies of scale and efficiencies developed by ECG;

NOW THEREFORE:

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in order to provide for payment to ECG for services rendered or to be rendered hereunder to Customer, it is agreed by and between the parties hereto as follows:

(1) TERM.

(a) General. The term of this Contract will begin and this Contract will constitute a binding obligation of each party executing this Contract as of the date that it is executed by the last signatory hereto (“Contract Date”). ECG’s obligation to provide the hereinafter defined Services will begin on July 1, 2022 and will extend until June 30, 2024 (the “Initial Term”). Additionally, commencing on the first day after the

Initial Term and continuing on each successive anniversary of such date (each such date, a "Renewal Date"), this Contract will be automatically extended for an additional 24-month period (such periods are referred to herein as the "Additional Terms," and together with the Initial Term, the "Term"), unless either party exercises its right to terminate this Contract pursuant to Section 1(b).

(b) Termination Rights. Either party may terminate this Contract upon not less than 24 months' written notice to the other party, which termination is effective at the end of the last day of the next Additional Term, which day is at least 24 months after the non-terminating party's receipt of a notice pursuant to this Section 1(b). Additionally, either party may terminate any service hereunder upon not less than 24 months' written notice to the other party, which termination is effective at the end of the last day of the next Additional Term, which day is at least 24 months after the non-terminating party's receipt of a notice pursuant to this Section 1(b).

(2) NON-PARTICIPANT PROVISIONS.

(a) Non-Participant Membership. Customer will be a "Non-Participant Member" of ECG, which status includes the following rights:

(i) It is the express intent of ECG and Customer that the Services provided hereunder be as similar in content and quality as reasonably possible to substantially similar services provided to ECG's Participant Members.

(ii) ECG will make no adverse distinction between its Participant Members and Customer in the provision of substantially similar services, except as contemplated in this Contract.

(iii) Customer may participate as a member of *ad hoc* committees or committees related to specific services and user groups of ECG, if any.

(3) SUBSCRIPTION SERVICES.

(a) Initial Term. During the Initial Term, ECG will provide the services listed on Exhibit A-1 (the "Initial Subscribed Services" or "Services") to Customer. Customer will pay ECG the rates and fees applicable to each Initial Subscribed Service as set forth in Exhibit A-1 (the "Initial Term Rates" or "Rates").

(b) Other Services. ECG may offer, or Customer may request, other services from time to time not expressly provided for hereunder ("Other Services"). Except to the extent indicated in writing, Other Services will be provided in accordance with the terms of this Contract, provided that a description of such Other Services and rates applicable thereto will be set forth in writing prior to ECG providing any such Other Services.

(4) [RESERVED]

(5) BILLING AND PAYMENTS.

(a) Payments. Customer will be billed monthly (each such bill, a “Monthly Billing Statement”) for the Services the greater of (i) an amount equal to the Rates applicable to Services provided by ECG hereunder in the prior month or (ii) 1/12th of an amount equal to the aggregate amount of Rates applicable to Initial Subscribed Services budgeted to be provided by ECG hereunder in the applicable Term, such amounts being calculated on a cumulative year-to-date basis, plus any other amounts due and owing from Customer to ECG hereunder. Alternately, at the request of the Customer, their Annual Costs for Initial Subscribed Services may be billed as a single invoice at the beginning of the Term.

(b) Billing. Each Monthly Billing Statement will be paid by Customer on or before the 10th day from the date of such Monthly Billing Statement, which will be sent by ECG in accordance with the schedule set forth in Exhibit B hereto, provided that ECG may update such schedule with 30 days’ written notice to Customer. All payments from Customer to ECG will be by electronic funds transfer/ACH. Amounts due and not paid by Customer on or before said day will bear an additional charge of the lesser of one and one-half (1-1/2%) percent or the maximum rate permitted by law per month for each month until the amount due is paid in full.

(c) Disputed Monthly Billing Statement. In case any portion of any Monthly Billing Statement received by Customer from ECG will be in bona fide dispute, Customer will pay the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to Customer by ECG after such determination. In the event such Monthly Billing Statement is in dispute, ECG will give consideration to such dispute and will advise Customer with regard to ECG's position relative thereto within 30 days following written notification by Customer of such dispute. If Customer continues to dispute ECG's position, said issue will be submitted to the conflict resolution procedures set forth in Section 7(a).

(6) FAILURE TO PAY.

In the event of any failure of Customer to make any of the payments due under this Contract to ECG, Customer will not be relieved of its liability for payment of the amounts due and payable hereunder, and ECG will have the right to recover from Customer any such amount. In addition to all other remedies available at

law or in equity, after thirty (30) days written notice and Customer's failure to cure the nonpayment, ECG may terminate this Contract or suspend the provision of any Services to Customer hereunder during the continuance of any such failure by Customer.

(7) MISCELLANEOUS.

(a) Conflict Resolution. Any claim, dispute, or controversy relating to or concerning this contract, or the parties' business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a "Claim"), will be settled by the following procedures:

First, the executives of ECG and Customer having settlement authority will promptly meet and attempt to resolve the Claim in a mutually satisfactory manner, and

Second, if unable to resolve such dispute pursuant to the foregoing procedure, Customer and ECG will submit to non-binding mediation and work in good faith to resolve such Claim, and

Third, if unable to resolve such Claim pursuant to the foregoing procedure, Customer and ECG will submit to binding arbitration, which, except as noted below, will be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The following procedures will apply with respect to any arbitration conducted in accordance with this Article:

(i) The arbitration proceeding will be initiated by written notice identifying each Claim. The parties will work together in good faith to choose a single arbitrator agreeable to both parties. In the event the parties are unable to agree upon a single arbitrator, said arbitrator will be chosen in accordance with the American Arbitration Association Commercial Arbitration Rules.

(ii) The arbitration hearing will be conducted either at the corporate headquarters of ECG or Customer, or such other location agreed to by the parties hereto. Said arbitration hearing will be scheduled no later than thirty days upon completion of the selection of the arbitrator(s).

(iii) The arbitration proceeding will be conducted in accordance with Rules of Evidence of the state that's laws are applicable pursuant to Section 7(b).

(iv) The arbitrator will have the right to assess the costs of the arbitration proceedings among the parties, but will not have the authority to award punitive damages or attorney's fees to the prevailing party.

(b) Governing Law. This Contract will be interpreted and construed in accordance with the laws of the State of Georgia, without regard to any conflict of law's provisions, provided that (i) the capacity, power

and authority of Customer to enter into this Contract, (ii) any matter directly relating to the physical performance of Services in the State of Alabama (e.g., training classes held in the State of Alabama) and (iii) any matter relating to the interpretation or enforceability of any ordinance, resolution, agreement or other instrument adopted or otherwise entered into by Customer authorizing, securing or otherwise relating to its obligation under this Contract, heretofore or hereafter adopted or assumed, will be governed by and construed in accordance with the laws of the State of Alabama. Venue for any court action related to this Contract will be in the state courts located in Fulton County, Georgia or federal courts located in the Northern District of the State of Georgia.

(c) Counterparts. This Contract may be executed in multiple counterparts, and any one of such counterparts will be considered an original hereof.

(d) Notice. All notices, requests, demands and other communications hereunder will be in writing and will be delivered personally, sent by nationally recognized overnight courier, or sent by facsimile transmission or electronic means (delivery receipt requested), and in each case addressed to the appropriate party at the address for such party shown below or at such other address as such party will have previously designated by written notice delivered to the party giving such notice:

ECG: Electric Cities of Georgia, Inc.
1470 Riverview Parkway, N.W.
Atlanta, Georgia 30328
Attn: Sallie Coleman, ECG Sr. VP & CFO
Fax: 678-202-3110
Email: scoleman@ecoga.org

Customer: City of Alexander City

Attn: _____
Fax: _____
Email: _____@_____._____

Except as otherwise permitted, any notice given in accordance herewith will be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by (i) signed receipt of the addressee given to the courier or postal service, or (ii) by confirmed facsimile transmission or confirmed electronic means as provided in the following sentence, as the case may be. Notice by facsimile transmission or electronic means will be deemed given and received upon transmission by the notifier of a faxed notice to

the facsimile number or electronic mail address set forth above or designated pursuant to this Section, with confirmation on the sender's machine of the success of the facsimile or electronic transmission, as applicable.

(e) Assignment of Contract. This Contract will inure to the benefit of and will be binding upon the respective successors and assigns of the parties to this Contract; provided, however, that neither this Contract nor any interest herein will be transferred or assigned by either party hereto except with the consent in writing of the other party hereto; provided, further, that such consent will not be withheld unreasonably. No assignment or transfer of this Contract will relieve the parties of any obligation hereunder. Assignment of any interest in this Contract by ECG to its lender(s) is hereby expressly approved and consented to.

(f) Severability. In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

(g) Force Majeure. As used in this Contract "Force Majeure Event" means any act or event whether foreseen or unforeseen, that meets all of the following tests:

(i) The act or event prevents a party (the "Nonperforming Party"), in whole or in part, from: performing its obligations under this Agreement; or satisfying any conditions to the other party's obligations under this Agreement.

(ii) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

(iii) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

In the event of a named storm, tornado recorded by the National Weather Service, or other severe weather events (collectively, "Adverse Weather Event") or Force Majeure Event, the obligation to provide Services to Customer is suspended for a period of time reasonably appropriate to the Adverse Weather Event or Force Majeure Event to the extent performance of such Service requires ECG's employees or contractors to be located in physical proximity to such events. In the event of substantial system damage to Customer's

distribution or transmission system (which will be communicated to ECG by Customer), Services will be suspended to Customer until notice is given to ECG by Customer that it is ready to resume the Services.

(h) Inconsistency. In the event of any inconsistency among any of the following documents, the relevant document first listed below will govern: (i) the exhibits and schedules hereto or to any Confirmation; (ii) a Confirmation; and (iii) this Contract.

(i) Limitation of Damages. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS CONTRACT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN FOR BREACH OF ANY PROVISION HEREOF OR ANY PRIOR AGREEMENT BETWEEN THE PARTIES HERETO, THE OBLIGOR'S LIABILITY FOR ANY CLAIM WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES FOR A CLAIM ARE WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS CONTRACT OR IN CONNECTION WITH ANY CLAIM FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS CONTRACT. TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO ANY PROVISION OF THIS CONTRACT IS AGREED BY THE PARTIES TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THAT SUCH PAYMENT CONSTITUTES A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES.

(j) Gratuitous Advice. If an ECG representative furnishes the Customer with advice or assistance about anything not required under this Contract, the furnishing of that advice or assistance will not subject ECG to any liability.

[Signature Pages Follow]

IN WITNESS WHEREOF, ECG has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; Customer has caused this Contract to be executed by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by Customer to ECG is hereby acknowledged, all of the date and year first above written.

ELECTRIC CITIES OF GEORGIA, INC.

By: _____
President & Chief Executive Officer

Attest: _____
Assistant Secretary-Treasurer

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF ALEXANDER CITY

By: _____
Its: _____

Attest: _____
Its: _____

(SEAL)

Exhibit A-1

INITIAL SUBSCRIBED SERVICES

- Safety Meetings (based on 12 Attendees & True-Up Applicable) = \$22,800 Est. (7/1/2022 thru 6/30/2024);

Safety meetings are offered at Customer location ten (10) months during the Term presenting a collection of safety and training topics specific to the electric utility employee. Each program meets all regulatory requirements. In addition, ECG provides a specific annual safety audit & detailed report.

Safety Meetings include topics such as the following.

- Meter-base Safety
- Pole-top Rescue
- Bucket Rescue
- Knots/Rigging
- Personal Protective Grounds
- Chain Saw Use and Safety
- Transformer Connections/Banking
- Ferro resonance
- Personal Protective grounding-equal potential/bracket
- Protective rubber cover-up/rubber-gloving

DOT—\$25 each for 12 Students; \$90 each for all Students > 12

First Aid/CPR/AED Certification – \$0 each for 12 Students; \$90 each for all Students > 12

- Also available are ECG Training Classes taught at the ECG School locations in Newnan, GA and Adel, GA Customer would receive following ECG Member pricing (per individual student)

Groundman	\$375
Apprentice Program	\$3,000 (3-Years DOL Certified)
Advanced Lineman	\$2,000
Comprehensive Underground	\$750
Meterman Certification	\$1,600
Hotline School	\$1,000
Storm Assessor	\$375
Foreman Development Series	\$2,000

Exhibit B



FY23 BILLING SCHEDULE
July 2022 through June 2023

Billing Date	Payment Date	Billing Month	Amount Due
07/06/22	07/18/22	07/22	
08/03/22	08/15/22	08/22	
09/06/22	09/16/22	09/22	
10/05/22	10/17/22	10/22	
11/03/22	11/14/22	11/22	
12/05/22	12/15/22	12/22	
01/05/23	01/17/23	01/23	
02/03/23	02/13/23	02/23	
03/03/23	03/13/23	03/23	
04/05/23	04/17/23	04/23	
05/03/23	05/15/23	05/23	
06/05/23	06/15/23	06/23	

ECG
Education, Training & Development (2023 Special Costs Offering)
Fiscal Year 2023

In accordance with ECG’s Intergovernmental Participant Contract (IPC) Exhibit A-1 related to the Education, Training & Safety Services (TSS), and the ECG Board plans to make the following Special Cost event available in the Fiscal Year 2023 Budget (FY23). Capitalized terms used herein but not defined have the meaning set forth in the IPC.

Any TSS Member, may elect to pay a **25% Assessment Fee** based on the TSS Member’s FY23 Budgeted Cost, and would receive the following benefits:

- By paying such Assessment Fee, the TSS Member would be prepaid & qualified to register any personnel for PowerLine Training Classes without having to pay the applicable individual ECG TSS Member Class Costs. For FY23, the ECG PowerLine Training Classes are as follows:
 - Groundman School: \$375
 - Powerline Worker Apprentice Program: \$3,000
 - Overhead Hotline School: \$1,000
 - Comprehensive Underground School: \$750
 - Meterman Certification: \$1,600
 - Advanced Line Worker Program: \$2,000
 - Foreman Series: \$2,000

The FY23 Assessment Fee will be billed to TSS Member in accordance with the IPC Exhibit A-1 Special Costs language. The FY23 Assessment Fee will be non-refundable and there will be no true-up based on the actual attendance by TSS Member personnel.

ECG Service Confirmation – FY23 Special Costs Offering

This Confirmation is being executed pursuant to, and subject to, the IPC Exhibit A-1 Special Cost event offered by the ECG Board and is executed between Electric Cities of Georgia, Inc. (“ECG”) and any TSS Member and constitutes a confirmation respecting the ECG fiscal year beginning July 1, 2022 and ending June 30, 2023.

FY23 Assessment Fee = \$22,800 x 25% = \$5,700 (Est)

<p>Acknowledged and Accepted:</p> <p>ECG: Electric Cities of Georgia, Inc. By: _____ Name: _____ Its: _____</p>	<p>Acknowledged and Accepted:</p> <p>TSS Member City/Commission By: _____ Name: _____ Its: _____</p>
---	--

RESOLUTION NO. 22-70

A Resolution to Amend the FY 22 Budget and Authorization List to Include a Revenue Clerk Position

WHEREAS, the City of Alexander City, Alabama, is growing and expanding its tax and collection base; and

WHEREAS, with said growth and expansion the City has an opportunity to grow internally and take advantage of the growth; and

WHEREAS, for the City to take advantage of said growth it is recommended to add an additional position to allow more time and effort in the field for collection of revenue and education of business license, tax requirements, and other helpful information; and

WHEREAS, it is further recommended to amend the FY 2022 Budgets and Authorization List by adding the following:

- 1. Revenue Clerk: Grade 17
- 2. Computer / IT Equipment: \$1,500
- 3. Replace Existing Vehicle: \$30,000

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby amends the FY 2022 Budgets and Authorization list to include the above-mentioned position, equipment and vehicle.

ADOPTED AND APPROVED this 6th day of June, 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. 22-70** which was adopted by the City Council on this 6th day of June, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 22-71

**A Resolution to in Support of the East Alabama Regional Planning and Development Commission
Comprehensive Economic Development Strategy 2022 (CEDS)**

WHEREAS, the East Alabama Regional Planning and Development Commission serves a ten-county region providing services for planning, senior services, urban and rural transit and support in the pursuance of grants for its member governments. The agency serves as a member of the National Association of Regional Councils (NARC) and the National Association of Development Organizations (NADO); and

WHEREAS, the agency represents the region for the Economic Development Administration (EDA) as the Local Development District's (EDA) community facilitator and author of the region's CEDS. The document serves as a guide to identify goals, tasks and other milestone approaches to positively impact economic development in the region in support of EDA grant investment,

WHEREAS, the agency working with its CEDS Advisory Committee to encourage community engagement and outreach, develops the document and subsequent updates to ensure the region's needs and economic policies address economic potential and prosperity pursuance,

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby endorses the CEDS process and encourages vast regional participation and the identification of job creating and business development investments.

ADOPTED AND APPROVED this 6th day of June, 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. 22-71** which was adopted by the City Council on this 6th day of June, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 6th day of June, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



**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 brought-in alcohol, 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 6.

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.

Name of Organization: Alexander City Chamber of Commerce

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

Describe Other: _____

Date(s) Requested: Thursday, June 2 - Friday, June 10

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

List Other: _____

Property outside A&E District: _____

Event Name: Sun Festival and Jazz Fest

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

Address: 175 Aliant Pkwy city: Alex City State/Zip: AL 36861

Email: ed.collori@alexandercitychamber.com

Cell: 770-367-5986 Other Phone: 256-234-3461

Goals for Event: Attract visitors to downtown Alex City who will spend money locally to increase sales tax revenue

Descriptive Summary of Event: Sun Festival is a nine-day festival with a wide variety of events throughout the community

How does this event contribute to the cultural and economic development of Alexander City?
Attracts visitors to our community and provide entertainment for our locals

Benefit to Downtown Economy: Attract visitors and generate revenue

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: alexcityjazzfest.com / alexandercitychamber.com

What other activities are planned or anticipated in conjunction with this event? Strand Sessions, Tykes in Trucks, Bark in the Park

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: City of Alexander City Producer: Dark Insurance

Policy No.: EV84386 Effective Date: 4/7/22 Expiration Date: 12/6/22

 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 Any available public parking

Participant parking (vendors, staff, volunteers) same

Attendees parking same

 Event Size

Number of Participants 50+

Number of Staff/Volunteers 7

Number of Spectators 5000+

Total Number of Attendees 5000+

 Event History

Is this a first-time event? YES NO

Does this group have event experience? YES NO

If yes, list previous events: Sun Fest, Jazz Fest, Xmas parade ... etc

Detail experience, location, etc.: 10th annual Sun Festival and 32nd annual Jazz Fest

Is this an annual event? YES NO If yes, how many years running? 10 + 32

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 30 ADA # _____

When will portable toilets be delivered? Friday, June 10

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 Committee encourages recycling. Is there a recycling plan? YES NO

** 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? Police and paramedics onsite

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.

Tallahassee St for JazzFest along w/ Bibb St
Main St. and Calhoun downtown for Tykes and Trucks

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.

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 *[Handwritten Signature]*
A&E Signature _____

Date 4/20/2022
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: / /

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

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

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

 Liability Coverage

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

Name of Insured: City of Alexander City Producer: Dark Insurance

Policy No.: ~~00000~~ Effective Date: 4/7/22 Expiration Date: 12/6/22
EV84386

****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.

Bark in the Park - Strand Park
Tykes in Trucks - Main St + Calhoun
Jazz Fest - Strand Park

 Security

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

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

 Special Event Fee

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



May 12, 2022

Dear Honorable Mayor Baird and City Council:

Please consider the following requests for the agenda of the next City Council meeting regarding the 10th Annual Sun Festival which is scheduled for Thursday, June 2 – Friday, June 10. We will coordinate with Police Chief Turner to solidify all activities and street closure needs as well as security plans for all events.

1. Your Chamber requests permission to utilize the public space in Strand Park and electricity in this area throughout the week when public Sun Festival events are held in this area. An event application with MainStreet has been submitted and approved.
2. Your Chamber requests the City close Main St. from the roundabout to the train tracks and Calhoun St. from Main St. to Bibb St. for our 3rd annual Tykes in Trucks event on Saturday, June 4 from 9am-12pm. This free family event will feature a wide variety of trucks spread throughout downtown and encourage children to safely explore the vehicles. We are looking to include live music, bouncy houses and other kid's activities while partnering with downtown merchants to encourage attendees to shop local.

Thank you in advance for your continued support of Sun Festival. Your Chamber looks forward to another great week of events to offer the community this year. The support of the City Council is greatly appreciated by your Chamber staff and all of the community businesses, who participate, support and attend Sun Festival events throughout the week.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Collari". The signature is written in a cursive style.

Ed Collari
President & CEO
Alexander City Chamber of Commerce



April 20, 2021

Dear Honorable Mayor Baird and City Council:

Please consider the following requests regarding the 31st Annual JazzFest which is scheduled for Friday, June 11. The Alexander City Jazz Festival Committee hereby applies for a special event permit for the 2021 Alexander City Jazz Festival (JazzFest).

The information required to apply for this permit is as follows:

1. The Alexander City Jazz Festival has adequate liability coverage for personal injury and property damage for the event. The amount of the liability insurance held for the festival is \$1,000,000. The insurance policy is included with this submittal.
2. The Alexander City Jazz Festival will hire adequate security (ACPD Officers) personnel to patrol the parameters in the attached boundaries layout. Boundaries are highlighted in yellow.
3. The proposed date of the Alexander City Jazz Festival is Friday, June 11 from 6pm to midnight.
4. The Alexander City Jazz Festival is hereby requesting that the open consumption of alcohol be allowed at the festival in accordance with this application
5. The Alexander City Jazz Festival has submitted an Event Application through MainStreet and submitting this request to the City Clerk's office. Because this event is a tourism and community development event for the City of Alexander City, we are requesting the event permit fee be waived as well as business licenses for vendors on the night of JazzFest
6. The Alexander City Jazz Festival submits this application for immediate consideration by the Alexander City City Council.

Thank you in advance for your continued support of the Alexander City Jazz Festival.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Collari".

Ed Collari
President & CEO
Alexander City Chamber of Commerce
Chairman – Alexander City Jazz Festival