



## Regular Council Meeting Agenda

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281 James D. Nabors Drive  
Council Chambers of Municipal Complex  
Monday, September 19, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Councilman Tapley

Pledge of Allegiance: Councilman Hardy

Roll Call:

Approval of Minutes: September 12, 2022 Regular Meeting

Approval of Agenda:

Reports from Standing Committees:

Finance Committee: Colvin

Public Safety Committee: Eric Brown

Utilities Committee: Keel

Parks and Recreation: Chris Brown

Public Works Committee: Hardy

Buildings and Properties: Tapley

Reports from Special Committees:

1. Planning Commission: Recommendation to set a public hearing to rezone multiple properties on Airport Drive for Monday, October 3, 2022

Public Hearing: None

1. Set a Public Hearing: Hear public comments concerning the city selling the Bud Porch property for Monday, October 3, 2022 at 5:30 p.m.

Report on Status of City Finances: August 2022

Proclamation: None

Unfinished Business: None

New Business:

1. First Reading: Ordinance 2022-27: An Ordinance to Declare Property No Longer Needed for Public Use and Convey said Property to Ronnie Tharp

2. Resolution 22-95: A Resolution to Authorize the Mayor to Execute a Lease Agreement with Altec Capital for a 2023 Freightliner M2-106 Altec Bucket AA55MH
3. Resolution 22-96: A Resolution to Authorize the Mayor to Execute a Contract with the Tallapoosa County Sheriff's Department to House City Inmates
4. Request: A Request to Approve the BBQ Blues and Brews Event

Executive Session:

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:



## City Council Public Hearing

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281 James D. Nabors Drive  
Council Chambers

Monday, October 3, 2022 --- Meeting at 5:30 p.m.

The City Council of the City of Alexander City, Alabama, will have a public hearing on Monday, October 3, 2022, to hear public comments concerning the below described property:

- A. City of Alexander City
- B. City of Alexander City Municipal Complex  
281 James D. Nabors Drive, Alexander City, AL 35010
- C. Property Location:  
Airport Drive Parcels:
  - 1) 62 12 02 04 1 001 006.000
  - 2) 62 12 02 04 1 001 005.000
  - 3) 62 12 02 04 1 001 004.000
- D. To rezone a property within the Alexander City Corporate Limits:
  - 1) B-2 (General Business) to R-2 (Medium Density Residential)
  - 2) B-2 (General Business) to R-2 (Medium Density Residential)
  - 3) B-2 (General Business) to R-2 (Medium Density Residential)
- E. Monday, October 3, 2022 at 5:30 p.m.

The meeting will be accessible to all persons. If you or someone attending have a disability which may require special services, materials or assistance or need further information please contact Jan Jones with the Alexander City Zoning Department at (256) 329-8426.

The meeting will be held in compliance with the Open Meetings Act.



**ORDINANCE NO. 2022-27**

**An Ordinance to Declare Real Property No Longer Needed for Public Use and Convey said Property to Ronnie Tharp**

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

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

Description of Property: Exhibit A

SECTION 2. That the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Alexander City, Alabama, a warranty deed, a copy of which is on file in the office of the City Clerk, whereby the City of Alexander City, Alabama, does convey the premises described in Section 1, hereof to Ronnie Tharp for and in consideration of the sum of two thousand five hundred dollars (\$2500.00).

**ADOPTED AND APPROVED** this 19<sup>th</sup> day of September 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. 2022-27** which was adopted by the City Council on this 19<sup>th</sup> day of September 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19<sup>th</sup> day of September 2022.

\_\_\_\_\_  
City Clerk of the  
City of Alexander City, Alabama

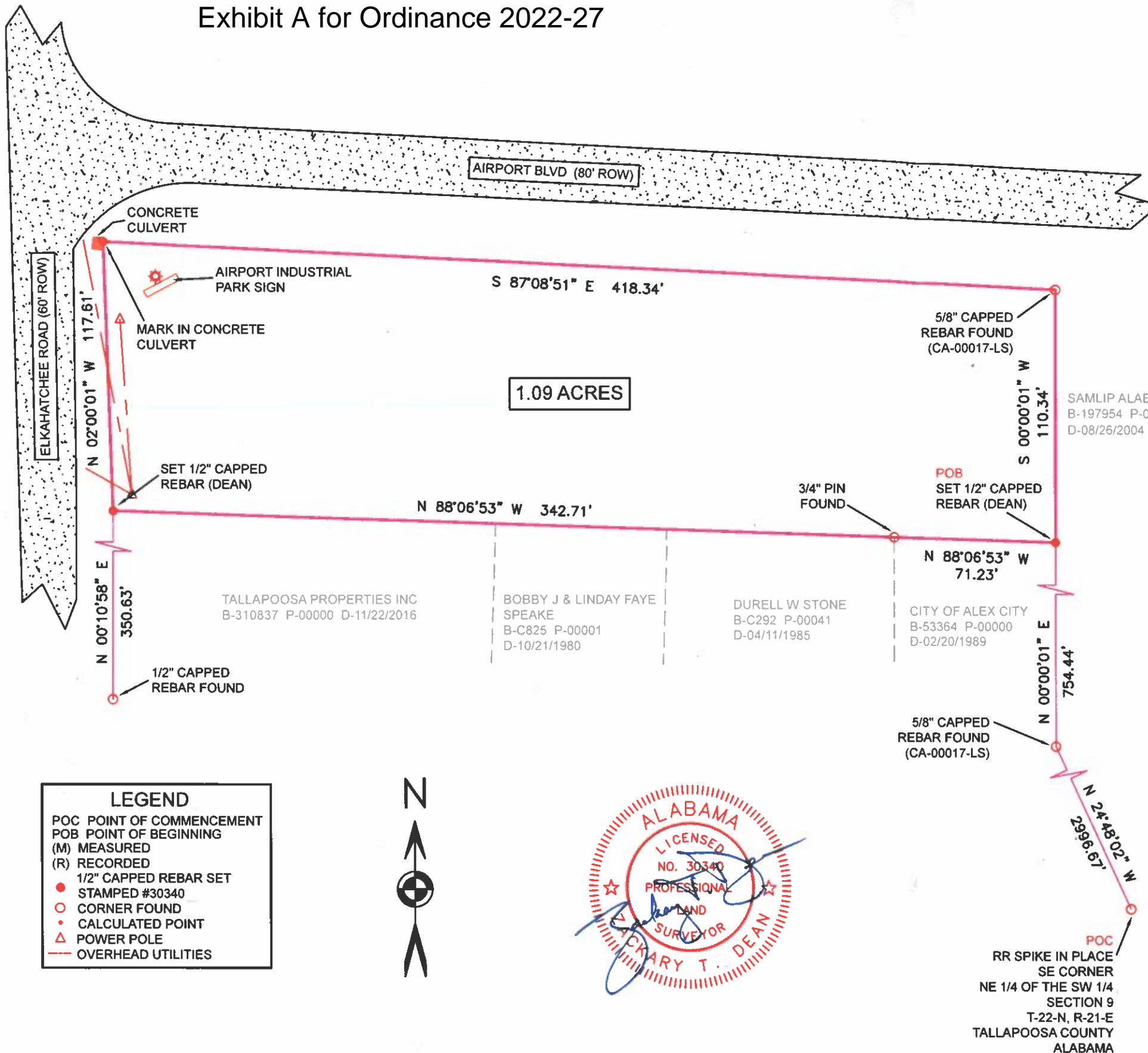
S E A L

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Publication Date: \_\_\_\_\_

Exhibit A for Ordinance 2022-27



STATE OF ALABAMA  
TALLAPOOSA COUNTY

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

Commence at a railroad spike accepted as the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 22 North, Range 21 East, Tallapoosa County, Alabama; thence N 24°48'02" W a distance of 2996.67' to a 5/8" capped rebar found (Speaks-CA-00017LS); thence N 00°00'01" E a distance of 754.44' to a set 1/2" capped rebar (Dean) and the point of beginning; thence N 88°06'53" W a distance of 71.23' to a 3/4" pin found; thence N 88°06'53" W a distance of 342.71' to a set 1/2" capped rebar (Dean) on the easterly right-of-way of Elkahatchee Road; thence along said right-of-way N 02°00'01" W a distance of 117.61' to a mark in a concrete culvert at the intersection of the easterly right-of-way of Elkahatchee Road and the southerly right-of-way of Airport Boulevard; thence along said southerly right-of-way S 87°08'51" E a distance of 418.34' to a 5/8" capped rebar found (Speaks-CA-00017LS); thence leaving said right-of-way S 00°00'01" W a distance of 110.34' to a set 1/2" capped rebar (Dean), which is the point of beginning, containing 1.09 acres, more or less.

According to my survey this the 31st day of August, 2022.

*Zackary T. Dean*

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

BOUNDARY SURVEY FOR  
RONNIE THARP

BOUNDARY SURVEY	ADDRESS:
DATE: 8-26-2022	AIRPORT BLVD & ELKAHATCHEE ROAD
SCALE: 1" = 50'	ALEXANDER CITY, AL
PROJECT FILE: RTHARP	TALLAPOOSA COUNTY
SITE LOCATION: SEC 9, T-22-N, R-21-E	DRAWN BY: ZTD

**LEGEND**

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

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



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



Resolution: 22-95

**RESOLUTION NO. 22-95**

**A Resolution to Authorize the Mayor to Execute a Lease Agreement with Altec Capital for a 2023 Freightliner MS-106 Altec Bucket AA55MH**

**BE IT RESOLVED**, by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to execute a lease agreement with Altec Capital for a 2023 Freightliner MS-106 Altec Bucket AA55MH for an amount not to exceed \$220,375.00

**ADOPTED AND APPROVED** this 19<sup>th</sup> of September 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. 22-95** which was adopted by the City Council on this 19<sup>th</sup> of September 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19<sup>th</sup> of September 2022.

\_\_\_\_\_  
City Clerk of the  
City of Alexander City, Alabama

S E A L

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_



33 Inverness Center Parkway, Suite 200  
Birmingham, AL35242-4842  
Telephone:  
Facsimile: (205) 408-8113  
Dylan.A.Miller@altec.com

September 07, 2022

\*\*\*\*Please **DO NOT** print the documents double sided\*\*

City of Alexander City  
PO Box 552  
Alexander City, AL 35011-0552

**We are not able to begin your titling and registration with the DMV until receipt of all executed documents.**

Please return package within 48 hours of receipt

Enclosed is your document package for review and execution.  
The original executed documents are required prior to funding your transaction.

- Only the person with signing authority should execute the documents.
- For verification of original documents, please execute in blue ink.
- Please retain a copy of the documents for your files.

Please ensure all required documents are returned:

1. Lease / Loan Document Package signed where indicated
2. Copy of insurance certificate per enclosed insurance requirements
3. Payment for initial invoice
4. Completed T&R form included in your document package
5. The Original Title or MSO if in your possession
6. Any additional items required for the DMV in your state

Please contact me at with any questions or concerns you may have.

Thank you for the opportunity to do business with you.

Sincerely,

**Dylan Miller**  
Dylan Miller

\*\*ACS shall be entitled, after consultation with you, to change the pricing, terms, structure or amount of, or to eliminate, any of the facilities if ACS determines that such changes are necessary to fund the transaction at a rate equal to our cost of funds plus an acceptable spread and/or advisable to ensure a successful syndication of the transaction. The terms herein are subject to the arrangements in this paragraph.





**Altec Capital Services, L.L.C.**  
**33 Inverness Center Parkway Suite 200**  
**Birmingham, AL 35242-4842**

*Equipment FMV Lease (Muni)*

Name and Address of Lessee:  
 City of Alexander City  
 PO Box 552  
 Alexander City, AL 35011-0552

Equipment Lease Number 253658

**Equipment Description: See Exhibit I**

**Equipment Location: 281 James D. Nabors Dr Alexander City AL 35010-1596 (County: Tallapoosa)**

**SUMMARY OF PAYMENT TERMS**

Initial Term in Months: 60	Total Cost: \$220,375.00
Payment Frequency: Monthly	Total Basic Rent: \$217,800.00
Basic Rental Payment: \$3,630.00 Plus Sales and Use Tax if Applicable	Interim Rent Cutoff Date: September 30, 2022
Number of Installments: 60	Security Deposit: N/A
Advance Payments: 1 due on signing this Lease	Rent Commencement Date: October 01, 2022
	Doc Fee: \$450.00

**Lease Provisions**

- LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in the equipment description section listed above on the terms and conditions set forth herein (such property together with all replacements, repairs, and additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Capitalized terms used herein may be defined in the Summary of Payment Terms, above.
- EQUIPMENT ACCEPTANCE. The term of this lease commences on the Acceptance Date, but Lessee's obligations under sections 13 and 14 begin on delivery of the Equipment, and the Lessee agrees either to sign the Acceptance Certificate or return the Equipment (specifying any defect) within 24 hours after delivery to Lessee. The Lessee shall execute an Acceptance Certificate evidencing its absolute and unconditional acceptance of the Equipment and the commencement of the term of this Lease; provided, that, notwithstanding the Acceptance Date stated herein or in the Acceptance Certificate, if the Lessee commences use of any portion of the Equipment the date of such use shall constitute the Acceptance Date unless otherwise agreed by Lessor. LESSEE'S EXECUTION OF THE ACCEPTANCE CERTIFICATE SHALL CAUSE THIS LEASE TO BE ABSOLUTE, UNCONDITIONAL AND NON-CANCELABLE.
- TERM. The Term of this lease shall consist of an Interim Term and an Initial Term in regard to each item of equipment. The Interim Term for each item of Equipment shall begin on the Acceptance Date and shall continue through the Interim Rent Cutoff Date. The Initial Term shall begin on the Rent Commencement Date and shall continue for the period specified as the Number of Installments. The Initial Term of this Lease can be terminated as provided herein or extended automatically as provided below in this paragraph.  
 AUTOMATIC EXTENSION. Lessee or Lessor may terminate this Lease at the expiration of the Initial Term by giving the other at least 90 days prior written notice of termination. If neither Lessee nor Lessor gives such notice, then the term of this Lease shall be extended automatically on the same rental and other terms set forth herein (except that in any event rent during any extended term shall be payable in the amounts and at the times provided in paragraph 4) for successive periods of one month until terminated by either Lessee or Lessor giving the other at least 90 days prior written notice of termination.  
 FMV OPTION. Upon expiration of the Initial Term of the Lease and, except as otherwise specifically set forth herein, any renewal term, and provided that the Lease has not been terminated early and Lessee is in compliance with the Lease in all respects, Lessee may upon at least 90 but not more than 180 days prior written notice to Lessor exercise an option to purchase all but not less than all of the Equipment for a purchase price equal to the then Fair Market Value of the Equipment. "Fair Market Value" of the Equipment for purposes of this paragraph shall be an amount reasonably determined by the Lessor to be the value of the Equipment in an arm's-length sale at retail between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell, assuming that the Equipment has been maintained in accordance with the requirements of the Lease. The sale will be AS-IS - WHERE-IS without representation or warranty (LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE). Each Party shall pay the expenses of the appraiser it chooses. Lessee agrees to pay all sales and use taxes arising on account of any sale of the Equipment upon exercise of the purchase option granted hereunder.
- RENT. Lessee shall pay as Basic Rent for the Initial Term of this lease the amount shown on the first page of this lease as Total Basic Rent. The Total Basic Rent shall be payable in installments each in the amount of the Basic Rental Payment plus sales and use tax thereon. Lessee shall pay advance installments and any Security Deposit, on the date it is executed by Lessee. Subsequent installments shall be payable on the first day of each rental payment period beginning with the Rent Commencement Date and continuing for the Number of Installments beginning after the first rental payment period, provided, however, that Lessor and Lessee may agree to any other payment schedule, including irregular payments or balloon payments, in which event they shall be set forth in the space provided on the first page of this lease for additional provisions. If the actual cost of the Equipment is more or less than the Total Cost, the amount of each installment of rent will be adjusted up or down to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the Total Cost. Adjustments of 10% or less may be made by written notice from Lessor to Lessee. Adjustments of more than 10% shall be made by execution of an amendment to this lease reflecting the change in Total Cost and rent. During any extended term of this lease, basic rent shall be payable monthly in advance on the first day of each month during such extended term in the amount equal to the Basic Rental Payment if rent is payable monthly during the Initial Term or in an amount equal to the monthly equivalent of the Basic Rental Payment if rent is payable other than monthly during the Initial Term. In addition, Lessee shall pay any applicable sales and use tax on rent payable during any extended term.  
 In addition to basic rent, which is payable only from the Rent Commencement Date, Lessee agrees to pay Interim Rent with respect to each separate item of Equipment covered by this lease from the Acceptance Date to the Interim Rent Cutoff Date. Interim Rent is calculated as one thirtieth (1/30<sup>th</sup>) of the Basic Rental Payment for the number of days from and including the Acceptance Date to and including the Interim Rent Cutoff Date. Interim Rent accruing each calendar month shall be payable by the 10<sup>th</sup> day of the following month and in any event on the Rent Commencement Date. Lessee agrees that if all of the items of Equipment covered by this lease have not been delivered and accepted hereunder before the date specified as the Interim Rent Cutoff Date, Lessee shall purchase from Lessor the items of Equipment then subject to the lease within five days after Lessor's request to do so for a price equal to Lessor's cost of such items plus all accrued but unpaid interim rent thereon. Lessee shall also pay any applicable sales and use tax on such sale.
- SECURITY DEPOSIT. Lessor may apply any security deposit toward any obligation of Lessee under this lease, and shall return any unapplied balance to Lessee without interest upon satisfaction of Lessee's obligations hereunder.
- WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor.
- TITLE. Title to the Equipment shall at all times remain in name and possession of Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty.
- LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use or the rentals hereunder. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction.
- INDEMNITY. Lessee hereby indemnifies Lessor against and agrees to save Lessor harmless from any and all liability and expense arising out of the ordering, ownership, use, condition, or operation of each item of Equipment during the term of this lease, including liability for death or injury to persons, damage to property, strict liability under the laws or judicial decisions of any state or the United States, and legal expenses in defending any claim brought to enforce any such liability or expense.
- INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours.
- ASSIGNMENT. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE, OR OTHERWISE ENCUMBER OR PERMIT A LIEN ARISING THROUGH LESSEE TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE OR THE EQUIPMENT, or remove the Equipment from its location referred to on the first page of this lease. Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the Equipment without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.
- REPAIRS. Lessee will use the Equipment with due care and for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense, ordinary wear and tear excepted. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law, and shall not make other modifications or improvements to the Equipment without the prior written consent of Lessor. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become the property of Lessor and part of the Equipment for all purposes.
- LOSS OR DAMAGE. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor the sum of (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this lease not yet due at the time of such payment discounted from the respective dates installment payments would be due at the rate of 2.5% per annum plus (c) the residual amount discounted at the rate of 4%. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.
- INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000 combined single limit and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for



the physical damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 10 days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

With respect to Lessee's obligation to obtain and maintain physical damage insurance only, Lessee shall have the alternative right to elect to have Lessor purchase collateral damage insurance in Lessor's name as subject to approval. In the event of such election by Lessee, Lessee agrees to pay all costs relating to such insurance, together with an insurance cost transfer charge (which insurance costs may be more than the cost of insurance Lessee could purchase on its own) as compensation for being relieved of its obligation to obtain and maintain physical damage insurance coverage on the Equipment while such Equipment is in Lessee's care, custody or control. The insurance costs payable by Lessee will be separately disclosed to Lessee and added to its monthly lease payment set forth herein; provided that Lessee may prepay such amounts at any time and any such prepayment will be applied to Lessee's account. Lessee also agrees that it will not be a named insured or additional insured under any physical damage insurance policy purchased by the Lessor as a result of Lessee's election and that Lessee shall have no rights or benefits with respect to any collateral damage insurance policy so purchased by Lessor.

\_\_\_\_\_  
**Lessee Elects Collateral Damage Coverage**

\_\_\_\_\_  
**Lessee Declines Collateral Damage Coverage**

In the event that Lessee elects to have Lessor purchase collateral damage insurance, Lessee agrees, that in the event of loss to the Equipment, Lessee shall notify, in writing, within 24 hours of the loss, both Lessor and Lessor's insurance carrier of such loss at the address provided by Lessor for such notice. If Lessee elects to have Lessor purchase collateral damage insurance, Lessee may cancel such insurance at any time by providing notice and evidence to Lessor and its insurance carrier that Lessee has obtained its own insurance satisfying the requirements set forth hereinabove in this lease; and, upon any such cancellation, Lessee shall be entitled to a refund of any unearned insurance premium. The collateral damage coverage policy does not include liability coverage for claims made against Lessee and will not satisfy any mandatory state liability insurance or financial responsibility laws that may apply.

**IMPORTANT: LESSEE MUST SELECT AND INITIAL ONE OF THE INSURANCE OPTIONS ABOVE**

15. RETURN OF THE EQUIPMENT. Upon the expiration or earlier termination of this lease, and provided that Lessee has not elected to exercise its option to purchase the Equipment, Lessee shall, at its expense Lessee will immediately deliver the Equipment to Lessor in the manner and condition as follows. Lessee shall pay all transportation, inspection, and other expenses relating to such delivery.

A. The mileage allowance for each vehicle listed on the first page of this lease is 15,000 miles per year. Each vehicle shall not have more miles per year recorded on its odometer than the mileage specified for the selected lease term for each vehicle type and specific model as detailed on this lease. Lessee shall pay Lessor, at the time of vehicle surrender, an excess mileage charge equal to \$.25 per mile for each mile exceeding specified mileage.

B. Lessee shall ensure all Equipment and equipment operations conform to all applicable local, state, and Federal laws, health and safety guidelines. Upon return, the Equipment will be complete and operational with all components as originally supplied and will have passed D.O.T. inspections, or other appropriate agency or association requirements for operation. If applicable, an inspection sticker or certificate will be furnished to Lessor verifying compliance with any regulatory requirements. Lessee shall satisfy all legal and regulatory conditions necessary for Lessor to sell or lease the Equipment to a third party. Lessee will keep all licenses and operating certificates required for operation of the Equipment current during the term of the Lease. Lessee will at all times use the Equipment in compliance with all applicable laws and regulations of any governmental, local and regulatory agency;

C. Lessee shall provide safe, secure storage for the Equipment for one-hundred and eighty (180) days after expiration or earlier termination of the Lease at not more than three (3) location (s) selected by Lessor;

D. Lessee shall take such action as may be required so that, upon return, each unit of Equipment must meet all of its manufacturer's specifications for performance under full-rated loads and all of the following conditions:

1). Tires: All tires shall be of the same type (original size) and manufacturer (i.e. matched) and have a minimum of fifty (50) percent remaining tread life. All front tires shall be original casing with no crossed lugs, rear tires may be either original casings or first time recapped tires and no tire shall exhibit or have flat or bald spots, dry rot, exposed cord or cuts in sidewall;

2). Any time or life-limited components including, but not limited to, power train assembly, transmissions, converters, generators, axles, wheels, pumps or other parts shall have at least fifty (50%) percent useful life remaining before the manufacturer's next recommended major overhaul, rebuild, calibration or replacement as recommended by the manufacturer and/or published in standard maintenance manuals;

3). Mechanical Power Train: Each unit of Equipment shall have passed a dynamometer test, road test and oil analysis, each conducted not more than sixty- (60) days prior to the return of the equipment, the test results shall have been provided to Lessor not more than two- (2) weeks after each test has been conducted and not less than two- (2) weeks prior to the return of the Equipment and the tests and test results shall have been reasonably acceptable to the Lessor. The engine must have at least 50% remaining mileage until the next manufacturer's scheduled "in-frame" overhaul, there shall be no cracked cylinder heads or engine blocks, the wheel horsepower must be within 80% - 85% of the rated flywheel horsepower without excess blow-by, exhaust system leakage or oil leakage and must meet current smoke emission standards. The transmission and rear axles shall be capable of pulling loads to their full rated capacity, there shall be no transmission, drive axle or wheel hub oil leaks and there shall be no "slipping" or "grabbing" clutch. Cooling and lubrication systems shall not be contaminated and there shall be no leaking between systems, no battery shall have any dead cell, cracked case or be inoperative;

4). Service Body/Digger Derrick: Lessee will ensure that the Equipment will be mechanically and structurally sound, no bowed sections, free of cracks, bends or warping that impacts the Fair Market Value and marketability of the Equipment and is capable of performing the functions for which the Equipment was originally designed. Ensure all safety equipment, covers and guards, parts and components must be in-place and operational. No safety features shall be bypassed or disconnected. All body parts shall be intact with no tears or dents in metal. Service bodies to be free of dents (or cracks on fiberglass components) or damages over \$50.00, normal wear and tear excepted. Sheet metal must be complete. All cooling, heating and lubrication systems shall not be contaminated and there shall be no leaks or leakage between systems. All gauges, indicators and controls will be in good conditions, plastic or glass coverings intact, clear and all will be in good working order. No battery shall have any dead cells, cracked case be inoperative or unable to be charged. All internal fluids, such as lube oil and hydraulic fluids, are to be filled to operating levels and all filler caps are to be secured. Digger/Derrick boom, hydraulic cylinders and all accessories and attachments shall be free of damage and capable of performing to their maximum operational designs. All drive axles and non-drive axles are to be fully functional with no slipping, grinding or grabbing, and the Equipment shall be operational in all gears, forward and reverse. If during such inspection, the authorized inspector finds any of the material or workmanship to be defective or the Equipment not meeting or exceeding the manufacturer's operating requirements, Lessee, at Lessee's cost, shall repair or replace the material or defective workmanship utilizing manufacturer approved components and in accordance with the manufacturer's recommendations. After corrective measures are completed, lessee, at Lessee's cost will provide for a follow-up inspection of the Equipment by the authorized inspector as outlined in this paragraph;

5). General Condition: With respect to each unit, there must be no structural or mechanical damage; no glass shall be broken, chipped or cracked; no upholstery shall have any cuts, tears or burn marks. All rust or corrosion must be treated in a manner consistent with standard industry practices. All Equipment must have a good overall appearance and no material damage. The Equipment shall be cleaned (internal and external), free of rust and corrosion with no missing or damaged parts. Upon return, all commercial logos, advertising, graffiti, insignias and lettering shall be removed and repaired in a workmanlike manner so as to not damage the Equipment. Manufacturer's identity plates and markings shall not be removed. With respect to each unit, the total cost of necessary repairs for damage or other related costs necessary to place the Equipment in such condition as to be in complete compliance with this Lease may not exceed \$150.00;

6). Documents and Records: Written records of scheduled and other maintenance and repair work done shall be kept, dated, and signed by the appropriate authority. A service history or log will be maintained during the Lease term and a copy provided to Lessor upon request during the term of the Lease, or at Lease termination. All maintenance records, maintenance record jackets, repair jackets, repair orders, license plates, registration certificates and all other similar documents, in their entirety, must be returned to Lessor;

7). Brakes: Brake drums, linings and other brake components shall not be cracked and shall not exceed manufacturers' recommended wear limits. Brake linings shall have fifty (50) percent remaining wear;

8). Maintenance: Lessee shall strictly follow the manufacturer's recommended maintenance and service schedule, as required to validate any warranty, at Lessee's sole cost and expense. Any maintenance or repair work shall comply with the guidelines and procedures as specified by the manufacturers of the equipment and in accordance with standards in the industry. Lessee will use only original manufacturer's approved replacement parts and components in the performance or any maintenance and repair of the Equipment. Lessee will at all times maintain the Equipment in good operational condition and appearance;

9). Use: Lessee guarantees that the Equipment will not be or have been operated beyond the rated capacity as certified by the manufacturer at any time during the Lease term. Lessee will not discriminate in the use of the Equipment from any other similar equipment in its fleet;

10). Alterations: Lessee will not modify the Equipment without the prior written approval of Lessor. In any event, Lessee will not make any modifications or alterations that would impair the Equipment's use, value, marketability or manufacturer's warranty and recommendations. Lessee will not make any alterations to the Equipment that would damage or restrict the use of the Equipment from its initial use and design and that cannot be removed without damage to the unit. Changes, modifications or additions to the Equipment mandated by Federal or state authorities will be completed by Lessee and become property of Lessor;

11). Not more than ninety- (90) days prior to return of Equipment, during regular working hours, Lessee must make the Equipment available to allow Lessor or Lessor's agent to conduct an in-depth physical inspection. Any part, component or function found not to be within the manufacturer's tolerances and operational specifications, including but not limited to engines, transmissions, clutches, drive trains, and rearaxles, will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor. Testing with necessary reconditioning to meet the return conditions are to be provided to Lessor two- (2) weeks prior to the return of the equipment. Lessee shall obtain written certification from the manufacturers or their authorized representative that the Equipment has been returned in accordance with the terms set forth herein;

12). Redelivery: Units shall be redelivered to three (3) location(s) within one-thousand 1,000 miles of the location to which the units were originally delivered, at the direction of the Lessee.

16. ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee will pay all costs of filing any financing, continuation or termination statements with respect to this Lease including, without limitation, any documentary stamp taxes relating thereto. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate provided below, shall be deemed rent payable by Lessee upon demand. Lessee will furnish, from time to time on request, a copy of Lessee's complete financial package at fiscal year end.

17. LATE CHARGES. If any installment of interim rent or basic rent is not paid when due, Lessor may impose a late charge of up to 10% of the amount of the installment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

18. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment of interim rent or basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days following written notice thereof by Lessor to Lessee; (c) Lessee or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (e) any individual Lessee, guarantor of this lease, or partner of Lessee if Lessee is a partnership shall die; (f) any financial or credit information submitted by or on behalf of Lessee shall prove to have been false or materially misleading when made; (g) an event of default shall occur under any other obligation Lessee owes to Lessor; (h) any indebtedness Lessee may now or hereafter owe to any

affiliate of Lessor shall be accelerated following a default thereunder or, if any such indebtedness is payable on demand, payment thereof shall be demanded; (i) the ownership, legal or beneficial voting or not-voting, or senior management of Lessee or any direct or indirect owner of Lessee shall change by more than 50%; (j) Lessee or any direct or indirect owner of Lessee shall consolidate with or merge into, or sell or lease all or substantially all of its assets to, any individual, corporation, or other entity; (k) Lessee or guarantor shall suffer an adverse material change to its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure; and (l) any guarantor of this Lease shall breach or repudiate its guaranty obligations to Lessor or shall suffer an event or condition described in subsections (c) – (h) of this Section.

19. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this lease is executed because the value of the Equipment at the expiration of this lease is uncertain, and therefore they agree that for purposes of this paragraph 19 "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the amount of all unpaid rent for the balance of the term of this lease not yet due as of such date discounted from the respective dates installment payments would be due at the rate of 2.5% per annum plus (3) the residual amount discounted at the rate of 2.5%.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 18(d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically become and be immediately due and payable without notice or demand of any kind.

a.) Lessor may, by written notice to Lessee, terminate this lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 19. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

b.) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this lease or to recover, for breach of this lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d) and (e) below.

c.) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d) and (e) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

d.) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

e.) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment.

If this lease is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Equipment to secure its obligations under this lease and all other indebtedness at any time owing by Lessee to Lessor and agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

20.) TAX INDEMNITY. Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income taxes benefits Lessor anticipated as a result of entering into this lease and owning the Equipment is referred to herein as a "Loss". If for any reason this lease is not a true lease for federal or state income tax purposes, or if for any reason (even though the Lease may be a true lease) Lessor is not entitled to depreciate the Equipment for federal or state income tax purposes in the manner that Lessor anticipated when entering into this lease, and as a result Lessor suffers a Loss, then Lessee agrees to pay Lessor a lump-sum amount which, after the payment of all federal, state and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this lease, will in the reasonable opinion of Lessor maintain Lessor's net after-tax rate of return with respect to this lease at the same level it would have been if such Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder. Lessor shall make a reasonable effort to contest any such claim but shall have no obligation to contest such claim beyond the administrative level of the Internal Revenue Service or other taxing authority. In any event, Lessor shall control all aspects of any settlement and contest. Lessee agrees to pay the legal fees and other out-of-pocket expenses incurred by Lessor in defending any such claim even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify Lessor for any Loss caused solely by (a) a casualty to the Equipment if Lessee pays the amount Lessee is required to pay as a result of such casualty, (b) Lessor's sale of the Equipment other than on account of an Event of Default hereunder, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) a change in tax law (including tax rates) effective after this lease begins. For purposes of this paragraph 20, the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

21.) NOTICES. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to recipient at its address set forth on the first page of this lease or at such other address as may be last known to the sender.

22.) NET LEASE AND UNCONDITIONAL OBLIGATION. This lease is a completely net lease and Lessee's obligation to pay rent and amounts payable by Lessee under paragraphs 13 and 19 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.

23.) NON-CANCELABLE LEASE. This lease cannot be canceled or terminated except as expressly provided herein.

24.) SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 8, 9, 19, and 20 shall survive termination or expiration of this lease.

25.) COUNTERPARTS. There shall be but one counterpart of this lease and such counterpart will be marked "Original." To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the lease marked "Original."

26.) REPRESENTATIONS AND AGREEMENTS. Lessee hereby represents and agrees that (a) if Lessee is a corporation, a partnership, or a limited liability company, the execution, delivery and performance of this lease has been duly authorized by all necessary action on the part of Lessee and will not violate any provision of Lessee's articles of incorporation or by-laws, partnership agreement or articles of organization or management agreement, as the case may be; (b) the Equipment will be used primarily for business purposes as opposed to agricultural purposes or personal, family or household purposes; and (c) Lessee authorizes Lessor to pay the Total Cost as set forth on the first page of this lease directly to the seller of the Equipment to the extent of the unpaid balance of the purchase price.

27.) MISCELLANEOUS. This lease constitutes the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. This lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state where Lessor or Secured Party, whatever the case may be, maintains its principal place of business. In the event there is more than one Lessee named herein, the obligations of each shall be joint and several. **LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER UNDER OR IN CONNECTION WITH THE EQUIPMENT LEASE.** Anything herein to the contrary notwithstanding, certificates of title for the Equipment may be held by a trust or other entity designated by Lessor and such circumstance shall not affect the parties' obligations or rights hereunder, except that all of Lessee's obligations to indemnify and provide insurance for the benefit of Lessor shall apply equally to such trust or other entity and the party acting as trustee or servicer.

28.) NONAPPROPRIATION OF FUNDS. If Lessee periodically requests from its legislative body or funding authority funds to be paid to Lessor under this Lease and, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not approve funds to be paid to Lessor for the Equipment, Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor at Lessee's expense and thereupon be released of its obligation to make all rental payments to Lessor due thereafter, provided: (i) the Equipment is returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as when first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted, (ii) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Lessor under this Lease. In the event Lessee returns the Equipment pursuant to the terms of this Section 25, Lessor shall retain all sums paid hereunder by Lessee, including any security deposit paid hereunder.

29.) ADDITIONAL REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee represents and warrants and, so long as this lease is in effect or any part of Lessee's obligations to Lessor remain unfulfilled, shall continue to warrant at all times, that: (a) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto) to execute and deliver this lease and to carry out its obligations hereunder. (b) All requirements have been met, and procedures have occurred in order to insure the enforceability of this lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this lease. (c) The Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee. (d) Lessee has funds available to pay rent until the end of its current appropriation period, and it will request funds to make payments in each appropriation period, from now until the end of the term of this lease. (e) This lease constitutes a valid, legal and binding obligation of Lessee enforceable against Lessee in accordance with the respective terms hereof.

Lessor: ALTEC CAPITAL SERVICES, LLC

LESSEE: City of Alexander City

BY: \_\_\_\_\_  
ITS: Manager

BY: \_\_\_\_\_  
ITS:

## CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under the Equipment Lease/Purchase Agreement dated as of October 01, 2022 (the "Agreement") with ALTEC CAPITAL SERVICES, L.L.C. ("Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Agreement, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.

4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.

5. The Equipment is covered by insurance in the types and amounts required by the Agreement.

6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

7. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

8. The following documents are attached hereto and made a part hereof:

- (a) Equipment List
- (b) Original Invoice(s)
- (c) Copies of Certificate(s) of Origin designating Altec Capital Trust as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing
- (d) Copy of Application for Titling

If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

City of Alexander City  
Lessee

By: \_\_\_\_\_  
Date:

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of City of Alexander City, a body corporate and politic duly organized and existing under the laws of the state of AL, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement dated as of October 01, 2022 (the "Agreement") between such entity and ALTEC CAPITAL SERVICES, L.L.C. and is duly authorized to execute Certificates of Acceptance, Requisition Requests, and other documents relating to the Agreement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of City of Alexander City hereto this \_\_\_ day of \_\_\_\_\_, 2022.

[SEAL]

\_\_\_\_\_  
(Secretary/Clerk)  
**(OTHER THAN THE PERSON SIGNING THE DOCUMENTS)**

FORM OF - RESOLUTION OF GOVERNING BODY/EXTRACT OF MINUTES

Lessee: City of Alexander City

RE: Equipment Lease/Purchase Agreement with ALTEC CAPITAL SERVICES, L.L.C.

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the \_\_\_ day of \_\_\_\_\_, 2022, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the governing body of City of Alexander City ("Lessee") has determined that a true and very real need exists for the Equipment (the "Equipment") described in the proposed Equipment Lease/Purchase Agreement (the "Agreement") by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and Lessee, as lessee, presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee reasonably anticipates that it and its subordinate units will not issue tax-exempt obligations in the face amount of more than \$10,000,000 during the current calendar year; and

WHEREAS, Lessee proposes to enter into the Agreement with ALTEC CAPITAL SERVICES, L.L.C. substantially in the proposed form presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution, are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The \_\_\_\_\_ of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The \_\_\_\_\_ of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The project to which the original expenditure(s) relates can be generally described as \_\_\_\_\_ [general description of the project]. The original expenditure(s) will be made from Lessee's general operating account. The maximum principal amount of the obligations expected to be issued for the project is \$\_\_\_\_\_ [dollar amount of project]. This resolution is being entered into on or before, or not later than 60 days after, the date on which the original expenditure(s) to be reimbursed will or have been paid. This resolution is intended to be a declaration of official intent within the meaning of Treasury Regulations Section 1.150-2.1

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Equipment Lease/Purchase Agreement by and between ALTEC CAPITAL SERVICES, L.L.C., as Lessor, and Lessee, as Lessee, is the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

[SEAL]

\_\_\_\_\_  
(Secretary/Clerk)

Date: \_\_\_\_\_, 2022



Lessee Name: City of Alexander City  
Lease Number: 253658

### Exhibit I

No.	Customer Unit #	Description	Serial #	Vin	Beginning Mileage Balance	Mileage Allowance per Year	Equipment Cost	**Monthly Payment
1		2023 Freightliner M2-106 Altec Bucket AA55MH	0322FH11624	3ALDCXFCXPDNL1795		15,000	\$220,375.00	\$3,630.00
						TOTAL	\$220,375.00	\$3,630.00

#### Asset Location Detail:

No.	Address	State	City	County	Zip Code
1	281 James D. Nabors Dr	AL	Alexander City	Tallapoosa	35010-1596

**\*NOTE: Please fill in the mileage of the unit at time of delivery.**  
**\*\*Any applicable sales/use tax to be included on monthly invoice.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
Date

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**1**

**Insurance Broker/Agent**

**COMPANIES AFFORDING COVERAGE**

COMPANY

**A Carrier's AM Best Rating must be B+ VI or higher**

INSURED

COMPANY

**B Carrier's AM Best Rating must be B+ VI or higher**

**Name of Customer – Lease Number(s) \*\*\***

COMPANY

**C Carrier's AM Best Rating must be B+ VI or higher**

**Address**

COMPANY

**D Carrier's AM Best Rating must be B+ VI or higher**

**City, State Zip**

CO UR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECT. DATE MM/DD/YY)	POLICY EXPIR. DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				GENERAL AGGREGATE <b>6</b> \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<b>3</b> Policy # is Required	<b>4</b> mm/dd/yy	<b>5</b> mm/dd/yy	PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$
	MED EXP (Any one person) \$				
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT <b>6</b> \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <b>OR</b>	<b>3</b> Policy # is Required  Any Auto or Scheduled Auto  <b>7</b> Max Comp. /Coll. Deduct. \$2,500/\$2,500	<b>4</b> mm/dd/yy	<b>5</b> mm/dd/yy	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> Physical Damage					
A	OTHER *Contractors Equip. Incl. Leased / Rented	<b>3</b> Policy # is Required ** See Footer Below	<b>4</b> mm/dd/yy	<b>5</b> mm/dd/yy	Required for the value of Leased Equipment.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**8** "ALTEC CAPITAL SERVICES, LLC AND ALTEC CAPITAL TRUST AND/OR ITS ASSIGNS AND SUCCESSORS" are named as additional insured with respect to General Liability and Auto Liability and as Loss Payee.

**9** Please list VIN #'s for all vehicles and equipment, as well as the Equipment Cost of each item for the specified lease.

CERTIFICATE HOLDER

CANCELLATION

**10**

**Altec Capital Services, LLC and Altec Capital Trust and/or its assigns and successors**  
33 Inverness Center Parkway, Suite 200  
Birmingham, AL 35242

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO **GIVE 30 DAYS** WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Please email actual certificate to: [finance@altec.com](mailto:finance@altec.com)

AUTHORIZED REPRESENTATIVE

**Signature Required**





Altec Capital Services, LLC  
33 Inverness Center Parkway, Suite 200  
Birmingham, AL35242-4842  
Telephone: 1-888-408-8148  
Facsimile: (205) 408-8113

**Invoice Date: September 07, 2022**

**Please return payment with  
signed lease documents.**

**INVOICE TO:**

**City of Alexander City  
PO Box 552  
Alexander City, AL35011-0552**

**REMIT TO:**

**Altec Capital Services, LLC  
33 Inverness Center Parkway, Suite 200  
Birmingham, AL 35242**

<b>Lease #</b>	<b>Description</b>	<b>Amount</b>
253658	Inception Payment	\$ 3630.00
253658	Documentation Fee	\$ 450.00
	Total	\$ 4080.00

**\*\*Any applicable sales and use taxes will be billed after lease commencement and on the remaining invoice payments.**

Resolution: 22-96

**RESOLUTION NO. 22-96**

**A Resolution to Authorize the Mayor to Execute a Contract with the Tallapoosa County Sheriff's Department to House City Inmates**

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

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

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

**ADOPTED AND APPROVED** this 19<sup>th</sup> day of September 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. 22-96** which was adopted by the City Council on this 19<sup>th</sup> day of September 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19<sup>th</sup> day of September 2022.

\_\_\_\_\_  
City Clerk of the  
City of Alexander City, Alabama

S E A L

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_



**JIMMY ABBETT**

**Sheriff**

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



**CONTRACT**

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

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

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

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

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

SIGNED: \_\_\_\_\_

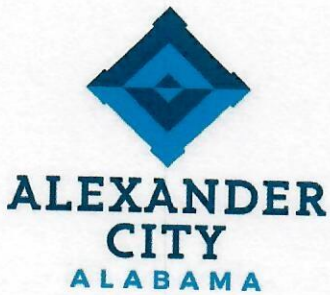
MAYOR OF THE CITY OF ALEXANDER CITY, ALABAMA

DATE: 9/20/22 \_\_\_\_\_

SIGNED: \_\_\_\_\_

BLAKE BECK/COUNTY ADMINISTRATOR  
TALLAPOOSA COUNTY

DATE: \_\_\_\_\_



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: Main Street Alexander City

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

Describe Other: BBQ Cook off

Date(s) Requested: Saturday October 8, 2022

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

List Other: 4 Court Square - Old City Hall Parking Lot

Property outside A&E District: \_\_\_\_\_

Event Name: Main Streets BBQ, Blues and Brews

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Other Phone: \_\_\_\_\_



Goals for Event: To Bring people downtown - offer fun  
event for the community

Descriptive Summary of Event: BBQ Cook off, Kids zone, live music  
Beverage tent

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

Brings people from all demographics downtown

Benefit to Downtown Economy: People come downtown and spend money

Co-Sponsor: \_\_\_\_\_

Will any admission or registration fees be charged?  YES  NO If yes, how much? 20 - 12 and under  
Free

How will the event be promoted? TV  Newspaper  Radio  Billboard \_\_\_\_\_

Flyers/Posters  Internet/Social Media  Other (explain) \_\_\_\_\_

Event website or Social Media Page: Main Street Alex City

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 \$100,000; personal and injury \$1,000,000; general aggregate \$1,000,000; and comp/op agg \$1,000,000.

Name of Insured: \_\_\_\_\_ Producer: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

##### \_\_\_\_ Event Parking

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

Identify set-up parking areas Downtown

Participant parking (vendors, staff, volunteers) \_\_\_\_\_

Attendees parking \_\_\_\_\_

\_\_\_\_ Event Size Number of Participants \_\_\_\_\_

Number of Staff/ Volunteers 20

Number of Spectators \_\_\_\_\_

Total Number of Attendees 200

##### \_\_\_\_ Event History

Is this a first-time event?  YES  NO

Does this group have event experience?  YES  NO

If yes, list previous events: Gumbo Get Down, Downtown Christmas



Detail experience, location, etc.: \_\_\_\_\_

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

**Activities and Entertainment**

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

**Structures:** Check all that apply

Tents  Booths \_\_\_\_\_ Tables  Chairs \_\_\_\_\_ Stages   
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 2 ADA # \_\_\_\_\_

When will portable toilets be delivered? Friday October 7th

**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? Event is next to Fire Dept or call 911



**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.

Just need City Hall Parking lot closed

**ARTS AND ENTERTAINMENT DISTRICT RULES AND RESTRICTIONS**

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

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



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

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

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

\_\_\_\_\_ **Liability Coverage**

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

Name of Insured: \_\_\_\_\_ Producer: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

\_\_\_\_\_ **Geographical Parameters**

Describe or attach a map with the event geographical parameters.

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\_\_\_\_\_ **Security**

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

1-99 = 2 Officers

100-199 = 4 Officer

200-299 = 6 Officers

300-399 = 8 Officers

\_\_\_\_\_ **Special Event Fee**

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



**OTHER INFORMATION:**

Tallapoosa County Health Department: (256) 329-0531

City Clerk's Office: (256) 329-6700

A&E Committee: (256) 329-9227

ABC Board: (334) 826-1137

Advanced Disposal: (334) 513-1864

Applicant's Signature *Sherry Jeffcoat*  
 A&E Signature *Sherry Jeffcoat*

Date 9/7/22

Date 9/7/22

**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:   /  /



**City of Alexander City  
Banking Statement Balances**

	<u>5/31/2022</u>	<u>6/30/2022</u>	<u>7/31/2022</u>	<u>8/31/2021</u>	<u>8/31/2022</u>
<b>BB&amp;T</b>					
BB&T - Economic Devel	97,424.88	97,424.88	97,426.51	107,417.01	97,427.34
<b>River Bank</b>					
Municipal Court Collect	476,487.17	474,691.28	491,908.86	382,683.38	485,952.87
Municipal Court Cash Bond Acct	11,311.84	11,312.31	12,312.76	5,050.68	11,999.26
Clearing Account	818,737.43	1,605,875.95	487,772.50	0.00	553,955.82
ACRIP	757,157.11	637,111.38	757,157.11	0.00	637,111.38
ACPR/Sportplex	69,360.43	139,888.93	69,360.43	0.00	139,888.93
SRF - Clean Water	0.00	0.00	0.00	0.00	3,382,505.79
<b>Valley Bank</b>					
#75 School Acct #10	56,315.75	56,330.30	56,344.37	79,098.96	56,360.38
Operating Reserves	1,711,380.54	1,665,422.31	3,113,521.21	1,711,767.45	2,977,116.90
Utility Deposit	477,804.32	491,122.00	1,631,783.21	170,480.33	2,400,279.24
Utility Collection	5,266,996.49	5,864,855.37	3,594,263.84	3,898,493.51	4,654,443.20
4 Cent Gas Tax	274,842.49	269,624.97	269,222.92	235,154.53	266,302.08
Golf Course	538,922.55	569,102.19	589,820.96	314,973.51	598,514.40
Airport Operations	34,312.86	92,870.23	86,062.75	262,520.96	35,325.60
Sales & Use Tax	259,879.65	372,991.98	721,951.10	1,063,996.93	835,115.85
Ala Trust Fund	137,686.19	137,721.76	137,756.15	19.85	137,795.30
Water Capital Improvement	352,590.17	357,316.61	426,013.29	258,265.65	426,134.35
General Operating	1,742,859.15	2,968,913.29	3,068,925.87	660,224.47	2,031,882.29
Rebuild Alabama	221,216.54	231,686.32	242,304.83	143,728.97	252,549.17
<b>Wells Fargo</b>					
WF - General Fund	2,142,312.20	2,143,454.69	2,144,148.55	2,138,065.16	2,145,306.17
State Gasoline Fund	1,008,432.10	1,015,678.72	1,023,301.96	974,742.96	1,030,198.36
Payroll Account 2	409,497.40	408,774.80	425,504.39	556,870.29	398,692.01
Motor Vehicle Tax	184,980.09	184,980.09	184,980.09	184,980.09	184,980.09

**Total Balance @ period end**    \$17,050,507.35    \$19,797,150.36    \$19,631,843.66    \$13,148,534.69    \$23,739,836.78

**General Operating Funds Breakdown:**

Combined Balances 07/31/22:    23,739,836.78  
 Less err marked funds:    15,265,747.61  
     Less utility funds:    4,654,443.20  
 Less Outstanding checks/payroll:    553,705.82  
**General Fund Available Funds:**    3,265,940.15

**Utility Fund Breakdown:**

Combined Balances 07/31/22:    7,480,856.79  
 Less err marked funds:    2,826,413.59  
 Less Outstanding checks/payroll:    0.00  
**Utility Fund Available Funds:**    4,654,443.20

*\*Note - Available funds shown do not include encumbered balances which are due and payable \**





## Financial Summary - AS of 08/31/2022

### Sewer Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	3,872,000.00	455,392.72	5,542,386.95	0.00	-1,670,386.95	-43.14%
<b>Total Revenue:</b>	<b>3,872,000.00</b>	<b>455,392.72</b>	<b>5,542,386.95</b>	<b>0.00</b>	<b>-1,670,386.95</b>	
Sewer Maintenance	1,732,485.00	58,144.23	1,113,229.57	73,492.01	545,763.42	31.50%
WasteWaterTr Coley Creek	215,725.00	15,333.86	194,785.46	7,723.00	13,216.54	6.13%
WasteWaterTr Sugar Creek	1,758,600.00	150,514.14	1,554,639.41	115,824.03	88,136.56	5.01%
WasteWaterTr Other	181,150.00	7,507.82	135,469.65	28,129.23	17,551.12	9.69%
Sewer Capital	2,172,448.86	147,935.20	1,990,405.06	244,711.82	-62,668.02	-2.88%
<b>Expense Total:</b>	<b>6,060,408.86</b>	<b>379,435.25</b>	<b>4,988,529.15</b>	<b>469,880.09</b>	<b>601,999.62</b>	<b>9.93%</b>

### Gas Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	3,501,950.00	238,089.09	4,468,112.42	0.00	-966,162.42	-27.59%
<b>Total Revenue:</b>	<b>3,501,950.00</b>	<b>238,089.09</b>	<b>4,468,112.42</b>	<b>0.00</b>	<b>-966,162.42</b>	
Gas System Maintenance	675,510.00	40,895.91	577,739.94	36,716.64	61,053.42	9.04%
Gas Capital	2,804,735.50	155,053.10	2,561,053.76	100,455.57	143,226.17	5.11%
<b>Expense Total:</b>	<b>3,480,245.50</b>	<b>195,949.01</b>	<b>3,138,793.70</b>	<b>137,172.21</b>	<b>204,279.59</b>	<b>5.87%</b>

### Electric Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	14,106,000.00	1,721,985.62	15,644,980.37	0.00	-1,538,980.37	-10.91%
<b>Total Revenue:</b>	<b>14,106,000.00</b>	<b>1,721,985.62</b>	<b>15,644,980.37</b>	<b>0.00</b>	<b>-1,538,980.37</b>	
Electric Systems Maintenance	1,540,150.00	93,124.98	1,377,280.66	152,136.17	10,733.17	0.70%
Electric Capital	12,761,700.81	2,374,197.77	11,078,342.99	736,495.99	946,861.83	7.42%
<b>Expense Total:</b>	<b>14,301,850.81</b>	<b>2,467,322.75</b>	<b>12,455,623.65</b>	<b>888,632.16</b>	<b>957,595.00</b>	<b>6.70%</b>

### Golf Course

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	527,150.00	56,395.80	529,486.07	0.00	-2,336.07	-0.44%
<b>Total Revenue:</b>	<b>527,150.00</b>	<b>56,395.80</b>	<b>529,486.07</b>	<b>0.00</b>	<b>-2,336.07</b>	<b>-0.44%</b>
Lakewinds Golf Course	529,335.00	43,564.70	491,823.99	21,589.53	15,921.48	3.01%
Golf Capital	38,050.00	3,718.88	46,937.72	9,906.13	-18,793.85	-49.39%
<b>Expense Total:</b>	<b>567,385.00</b>	<b>47,283.58</b>	<b>538,761.71</b>	<b>31,495.66</b>	<b>-2,872.37</b>	<b>-0.51%</b>



## Financial Summary - AS of 08/31/2022

### Nutrition

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	29,650.00	910.60	29,964.82	0.00	-314.82	-1.06%
<b>Total Revenue:</b>	<b>29,650.00</b>	<b>910.60</b>	<b>29,964.82</b>	<b>0.00</b>	<b>-314.82</b>	
non-department	182,300.00	12,195.96	153,799.97	3,471.17	25,028.86	13.73%
<b>Expense Total:</b>	<b>182,300.00</b>	<b>12,195.96</b>	<b>153,799.97</b>	<b>3,471.17</b>	<b>25,028.86</b>	

### Municipal Court

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	320,000.00	7,171.86	244,579.97	0.00	75,420.03	23.57%
<b>Total Revenue:</b>	<b>320,000.00</b>	<b>7,171.86</b>	<b>244,579.97</b>	<b>0.00</b>	<b>75,420.03</b>	
non-department	247,250.00	26,559.73	292,283.29	15,125.28	-60,158.57	-24.33%
<b>Expense Total:</b>	<b>247,250.00</b>	<b>26,559.73</b>	<b>292,283.29</b>	<b>15,125.28</b>	<b>-60,158.57</b>	

### Airport

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	365,000.00	44,008.92	727,891.66	0.00	-362,891.66	-99.42%
<b>Total Revenue:</b>	<b>365,000.00</b>	<b>44,008.92</b>	<b>727,891.66</b>	<b>0.00</b>	<b>-362,891.66</b>	
non-department	429,950.00	91,674.03	511,818.80	44,542.98	-126,411.78	-29.40%
Grant Expenditures	0.00	0.00	113,033.42	267,346.66	0.00	
<b>Expense Total:</b>	<b>429,950.00</b>	<b>91,674.03</b>	<b>624,852.22</b>	<b>311,889.64</b>	<b>-126,411.78</b>	

### Water Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	6,527,385.00	530,575.82	6,916,059.93	0.00	-388,674.93	-5.95%
<b>Total Revenue:</b>	<b>6,527,385.00</b>	<b>530,575.82</b>	<b>6,916,059.93</b>	<b>0.00</b>	<b>-388,674.93</b>	<b>-5.95%</b>
Water Distribution	1,036,405.00	77,920.14	977,911.00	9,890.64	48,603.36	4.69%
Water Treatment Adams	2,501,050.00	176,547.84	1,964,430.09	512,134.28	24,485.63	0.98%
Water Capital	3,526,093.07	52,201.00	950,384.46	261,952.73	2,313,755.88	65.62%
<b>Expense Total:</b>	<b>7,063,548.07</b>	<b>306,668.98</b>	<b>3,892,725.55</b>	<b>783,977.65</b>	<b>2,386,844.87</b>	<b>33.79%</b>



# Financial Summary - AS of 08/31/2022

## Gas Tax Fund

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	261,900.00	3,536.51	275,654.88	0.00	-13,754.88	-5.25%
<b>Total Revenue:</b>	<b>261,900.00</b>	<b>3,536.51</b>	<b>275,654.88</b>	<b>0.00</b>	<b>-13,754.88</b>	
Street Maintenance	55,193.26	0.00	61,874.44	27,130.00	-33,811.18	-61.26%
Capital Outlay (Renovation/Rehab)	156,238.83	4,079.40	9,666.20	376.25	146,196.38	93.57%
<b>Expense Total:</b>	<b>211,432.09</b>	<b>4,079.40</b>	<b>71,540.64</b>	<b>27,506.25</b>	<b>112,385.20</b>	<b>53.15%</b>

## Parks and Recreation

### Revenue

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
Sales Tax Revenue	1,481,000.00	144,234.66	1,532,640.59	0.00	-51,640.59	-3.49%
Adult Sports	60,000.00	350.00	4,165.00	0.00	55,835.00	93.06%
Sportplex Youth Basketball	5,500.00	0.00	10,489.00	0.00	-4,989.00	-90.71%
Sportplex Youth FootB/Cheer	17,050.00	12,945.00	17,398.00	0.00	-348.00	-2.04%
Sportplex Base/Softball	0.00	0.00	52,600.00	0.00	-52,600.00	0.00%
Cooper Recreation	10,800.00	4,058.00	14,985.00	0.00	-4,185.00	-38.75%
Sportplex Admin	5,500.00	205.00	6,065.00	0.00	-565.00	-10.27%
Sportplex Reg/Local Events	3,300.00	495.00	5,775.00	0.00	-2,475.00	-75.00%
Swimming Pool-Facility Rental	26,300.00	3,036.00	27,079.00	0.00	-779.00	-2.96%
Sportplex Senior Program	0.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Revenue:</b>	<b>1,609,450.00</b>	<b>165,323.66</b>	<b>1,671,196.59</b>	<b>0.00</b>	<b>-61,746.59</b>	<b>-3.84%</b>

### Expense

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
Adult Sports	1,800.00	0.00	1,274.00	250.00	276.00	15.33%
Sportplex Youth Basketball	11,450.00	0.00	12,022.32	0.00	-572.32	-5.00%
Sportplex Youth FootB/Cheer	13,200.00	552.14	6,871.62	18,215.83	-11,887.45	-90.06%
Sportplex Base/Softball	45,850.00	0.00	27,962.06	72.97	17,814.97	38.85%
Cooper Recreation	268,011.00	19,532.46	260,136.66	7,250.23	624.11	0.23%
Sportplex Admin	1,164,450.00	106,068.92	1,011,639.56	25,459.99	127,350.45	10.94%
Sportplex Reg/Local Events	27,000.00	0.00	15,408.43	4,750.00	6,841.57	25.34%
Swimming Pool	69,900.00	0.00	56,546.75	1,233.83	12,119.42	17.34%
Sportplex Senior Program	96,850.00	5,330.59	60,406.01	0.00	36,443.99	37.63%
<b>Expense Total:</b>	<b>1,698,511.00</b>	<b>131,484.11</b>	<b>1,452,267.41</b>	<b>57,232.85</b>	<b>189,010.74</b>	<b>11.13%</b>





## Financial Summary - AS of 08/31/2022

### General Fund

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Surplus/Deficit	% Available
<b>Revenue</b>						
Non-Departmental:	22,438,702.21	1,513,764.33	21,002,594.83	0.00	1,436,107.38	6.40%
Fire Revenue Totals:	1,528,600.00	61,324.65	1,545,732.42	0.00	-17,132.42	-1.12%
Police Revenue Totals:	65,550.00	46,265.50	90,680.40	0.00	-25,130.40	-38.34%
Public Works Revenue Totals:	1,165,000.00	99,220.99	1,285,880.11	0.00	-120,880.11	-10.38%
<b>General Fund Total Revenue:</b>	<b>25,197,852.21</b>	<b>1,720,575.47</b>	<b>23,924,887.76</b>	<b>0.00</b>	<b>1,272,964.45</b>	<b>5.05%</b>
<b>Operating Expense</b>						
Mayor's Office	142,825.00	10,754.32	132,562.16	0.00	10,262.84	7.19%
City Council	129,750.00	8,756.44	111,362.78	0.00	18,387.22	14.17%
City Clerk	476,500.00	43,747.93	409,058.82	7,462.76	59,978.42	12.59%
Finance & Accounting	329,300.00	21,187.67	275,534.17	3,095.98	50,669.85	15.39%
Community Development	467,300.00	26,734.94	343,956.00	51,115.00	72,229.00	15.46%
Personnel	77,050.00	6,124.96	74,199.21	790.00	2,060.79	2.67%
Information Technology	401,100.00	9,690.98	299,948.88	41,423.99	59,727.13	14.89%
General Government	2,421,489.00	137,759.70	1,685,006.20	68,585.61	667,897.19	27.58%
Municipal Complex	830,200.00	67,255.52	729,289.37	2,556.00	98,354.63	11.85%
Appro To Rec Sptplex Sales Tax	1,481,000.00	144,234.66	1,232,748.66	0.00	248,251.34	16.76%
Appro to Rec ACRIP Sales Tax	1,481,000.00	144,234.66	1,232,748.66	0.00	248,251.34	16.76%
Other Agency Appropriations	429,925.00	21,000.00	402,134.50	0.00	27,790.50	6.46%
AC Schools Appropriations	1,426,525.00	72,298.22	1,210,355.32	0.00	216,169.68	15.15%
General Utility	287,096.00	21,001.06	256,275.04	4,767.00	26,053.96	9.07%
Meter Readers	327,600.00	19,852.31	255,322.52	0.00	72,277.48	22.06%
Purchasing	195,300.00	13,771.02	182,672.08	2,600.04	10,027.88	5.13%
Fire Admin	1,299,129.40	94,555.29	1,105,974.01	233,266.57	-40,111.18	-3.09%
Fire Ambulance	211,600.00	16,987.00	191,024.34	31,672.21	-11,096.55	-5.24%
Fire Station 2	27,755.00	1,611.42	19,861.41	2,452.62	5,440.97	19.60%
Fire Supression	2,841,915.60	193,244.18	2,473,274.47	22,341.56	346,299.57	12.19%
Fire Safety Dept	30,100.00	5,782.00	17,933.65	8,898.00	3,268.35	10.86%
Fire Capital Outlay	12,000.00	0.00	9,196.00	0.00	2,804.00	23.37%
Police	5,216,900.00	355,240.48	4,642,452.65	44,954.41	529,492.94	10.15%
Police Capital Outlay	4,150.00	0.00	0.00	0.00	4,150.00	100.00%
PW Recycling	53,150.00	1,745.72	46,248.48	57.60	6,843.92	12.88%
PW ES Waste Management	1,104,570.00	95,060.66	1,078,504.26	330.90	25,734.84	2.33%
PW ES Landfill	340,400.00	12,389.52	200,085.97	25,931.29	114,382.74	33.60%
PW FM Litter Crew	73,200.00	5,777.73	59,445.33	0.00	13,754.67	18.79%
Library	508,000.00	30,081.12	378,573.63	16,433.44	112,992.93	22.24%
PW Engineer	393,712.50	37,106.63	359,097.79	7,892.23	26,722.48	6.79%
PW FM Property Maintenance	541,090.00	49,723.67	547,478.76	5,548.39	-11,937.15	-2.21%
PW FM Building Maintenance	434,000.00	30,184.55	368,090.58	26,395.16	39,514.26	9.10%
PW Street Maintenance	538,820.00	40,902.95	571,449.21	20,197.58	-52,826.79	-9.80%
PW Auto/Equip Maintenance	549,250.00	49,879.46	527,794.37	4,472.33	16,983.30	3.09%
<b>General Fund Expense Total:</b>	<b>25,083,702.50</b>	<b>1,788,676.77</b>	<b>21,429,659.28</b>		<b>3,020,802.55</b>	<b>12.04%</b>