



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, October 3, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Councilman Eric Brown

Pledge of Allegiance: Councilman Keel

Roll Call:

Approval of Minutes: September 19, 2022 Work Session

Approval of Agenda:

Reports from Standing Committees:

- Finance Committee: Colvin
- Public Safety Committee: Eric Brown
- Utilities Committee: Keel
- Parks and Recreation: Chris Brown
- Public Works Committee: Hardy
- Buildings and Properties: Tapley

Reports from Special Committees: None

Public Hearing:

1. Possible rezone of multiple properties on Airport Drive
2. Possible sell of Bud Porch Building and Property

Report on Status of City Finances: None

Proclamation: None

Unfinished Business: None

New Business:

1. First Reading: Ordinance 2023-01: An Ordinance to Amend the Zoning Map and Rezone Multiple Properties on Airport Drive
2. First Reading: Ordinance 2023-02: An Ordinance to Accept a Permanent Sewer Easement Infrastructure from Russell Brands, LLC
3. First Reading: Ordinance 2023-03: An Ordinance to Amend Chapter 25, Article IV Arts and Entertainment District, Section 62-63 District Boundaries
4. First Reading: Ordinance 2023-04: An Ordinance Authorizing the Operation of a Medical Cannabis Dispensary within the Corporate Limits of the City of Alexander City, Alabama

5. Resolution 23-01: A Resolution to Authorize the Mayor to Execute a Natural Gas Sales Agreement with East Central Alabama Gas District
6. Resolution 23-02: A Resolution to Authorize the Mayor to Execute a Hold Harmless Agreement with Russell Brands
7. Resolution 23-03: A Resolution to not Award Bid 22-10 Master Purchase Agreement for Transformers
8. Resolution 23-04: A Resolution to Authorize the Mayor to Execute a Contract with Charles E. Hall for the City Prosecutor Position
9. Request: A Request to Approve the Lewis and Clark Circus Event for October 15th – 16th
10. Request: A Request to Approve the Arlinda Marbury Goodman Breast Cancer Walk for October 15th
11. Business License Referral: Calvin Benson and Rome Freeman d/b/a Main Event

Executive Session: None

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Adjournment:



City Council Public Hearing

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.





Public Hearing Notice

281 James D. Nabors Drive
Council Chambers of the Municipal Complex
Monday, October 3, 2022

The City of Alexander City, City Council has set a public hearing for Monday, October 3, 2022, at 5:30 to hear public comments concerning the possible sell of the Bud Porch Building and property to Lake Martin Brewing Co.

If you or someone attending have a disability which may require special services, materials or assistance or need further information, please contact Amanda F. Thomas, City Clerk, at (256) 329-6713.

Date & Time Posted

Amanda F. Thomas, CMC
City Clerk

ORDINANCE NO. 2023-01

An Ordinance to Amend the Zoning Map and Rezone Multiple Properties on Airport Drive

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

Parcel No.:

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

Zoning:

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)

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

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

ADOPTED AND APPROVED this 3rd of October 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Ordinance 2023-01

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. 2023-01** which was adopted by the City Council on this 3rd of October 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd of October 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

ORDINANCE NO. 2023-02

An Ordinance to Accept a Permanent Sewer Easement Infrastructure from Russell Brands, LLC

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

SECTION 1. That the City is hereby authorized to accept the sewer line to have and to hold unto the City and its successors and assigns.

Legal Description: Exhibit A, Boundary Survey Russell Brands Parcel No. 45

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

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

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

This ordinance shall become immediately.

ADOPTED AND APPROVED this 3rd day of October, 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. 2023-02** which was adopted by the City Council on this 3rd day of October, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd day of October, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

Commence at a found iron pin known as the Southeast Corner of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama; thence West 4,332.39' to a point; thence North 1,805.31' to a found iron pin and the POINT OF BEGINNING for the herein described parcel of land (said point also located on the East Right-of-Way (R.O.W.) of Lee Street); thence along said East Right-of-Way (R.O.W.) of Lee Street N 42° 11' 45" E 364.86' to a found iron pin located on the South Right-of-Way (60') of Russell Road; thence leaving said East Right-of-Way (R.O.W.) of Lee Street and along said South Right-of-Way (60') of Russell Road the following three (3) courses: (1) S 61° 08' 23" E 83.25'; (2) Chord Bearing S 79° 07' 01" E, Chord Distance 333.33', Radius 540.00'; (3) N 82° 54' 21" E 121.76' to a found iron pin; thence leaving said South Right-of-Way (60') of Russell Road S 02° 46' 47" W 114.43' to a found mag nail; thence S 71° 05' 24" W 228.80' to a found iron pin; thence S 00° 10' 45" W 40.90' to a found iron pin; thence N 89° 25' 56" W 188.71' to a found mag nail; thence S 60° 38' 43" W 39.85' to a found iron pin; thence S 28° 08' 03" W 62.99' to a found iron pin; thence N 79° 44' 45" W 100.17' to a found iron pin; thence N 75° 56' 37" W 306.09' to a found iron pin and the point of beginning. Containing 3.42 acres, more or less, and lying in and being a part of the SW 1/4 of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama.

INGRESS/EGRESS AND UTILITY EASEMENT

Commence at a found iron pin known as the Southeast Corner of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama; thence West 4,332.39' to a point; thence North 1,805.31' to a found iron pin and the POINT OF BEGINNING for the herein described Ingress/Egress and Utility Easement; (said point also located on the East Right-of-Way (R.O.W.) of Lee Street); thence leaving said East Right-of-Way (R.O.W.) of Lee Street S 75° 55' 37" E 306.09' to a found iron pin; thence S 79° 44' 45" E 129.44' to a point; thence S 10° 15' 15" W 60.00' to a point; thence N 79° 44' 45" W 120.00' to a point; thence N 30° 15' 15" E 30.00' to a point; thence N 78° 44' 45" W 100.17' to a point; thence N 75° 56' 37" E 306.09' to a found iron pin and the POINT OF BEGINNING for the herein described 20' Fire Protection Line Easement; thence N 34° 00' 40" E 213.52' to a point located in a curve on the South Right-of-Way (60') of Russell Road; thence southeasterly along said curve and South Right-of-Way (60') of Russell Road (Chord Bearing S 79° 07' 01" E, Chord Distance 20.03', Radius 540.00') to a point; thence leaving said curve and South Right-of-Way (60') of Russell Road S 14° 00' 40" W 195.72' to a found mag nail; thence S 60° 38' 43" W 27.51' to a found iron pin and end of said easement. Containing .09 acres, more or less, and lying in and being a part of the SW 1/4 of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama.

20' FIRE PROTECTION LINE EASEMENT

Commence at a found iron pin known as the Southeast Corner of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama; thence West 4,332.39' to a point; thence North 1,805.31' to a found iron pin located on the East Right-of-Way (R.O.W.) of Lee Street; thence leaving said East Right-of-Way (R.O.W.) of Lee Street S 75° 56' 37" E 306.09' to a found iron pin; thence S 79° 44' 45" E 129.44' to a point; thence S 10° 15' 15" W 60.00' to a point; thence N 79° 44' 45" W 120.00' to a point; thence N 30° 15' 15" E 30.00' to a point; thence N 78° 44' 45" W 100.17' to a point; thence N 75° 56' 37" E 306.09' to a found iron pin and the POINT OF BEGINNING for the herein described 15' Private Sanitary Sewer Easement; thence N 34° 00' 40" E 213.52' to a point located in a curve on the South Right-of-Way (60') of Russell Road; thence southeasterly along said curve and South Right-of-Way (60') of Russell Road (Chord Bearing S 79° 07' 01" E, Chord Distance 20.03', Radius 540.00') to a point; thence leaving said curve and South Right-of-Way (60') of Russell Road S 14° 00' 40" W 195.72' to a found mag nail; thence S 60° 38' 43" W 27.51' to a found iron pin and end of said easement. Containing .09 acres, more or less, and lying in and being a part of the SW 1/4 of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama.

15' PRIVATE SANITARY SEWER EASEMENT

Commence at a found iron pin known as the Southeast Corner of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama; thence West 4,332.39' to a point; thence North 1,805.31' to a found iron pin located on the East Right-of-Way (R.O.W.) of Lee Street; thence along said East Right-of-Way (R.O.W.) of Lee Street N 42° 11' 45" E 364.86' to a found iron pin located on the South Right-of-Way (60') of Russell Road; thence leaving said East Right-of-Way (R.O.W.) of Lee Street and along said South Right-of-Way (60') of Russell Road S 61° 08' 23" E 83.25' to the POINT OF BEGINNING for the herein described 15' Private Sanitary Sewer Easement (said point also located on the centerline of said easement); thence leaving said South Right-of-Way (60') of Russell Road and along said centerline of said 15' Private Sanitary Sewer Easement the following two (2) courses: (1) S 60° 30' 00" W 24.11'; (2) S 35° 25' 05" W 287.58' to a point and end of said easement. Said easement lies 7.5' each side of above described centerline.

20' SANITARY SEWER EASEMENT

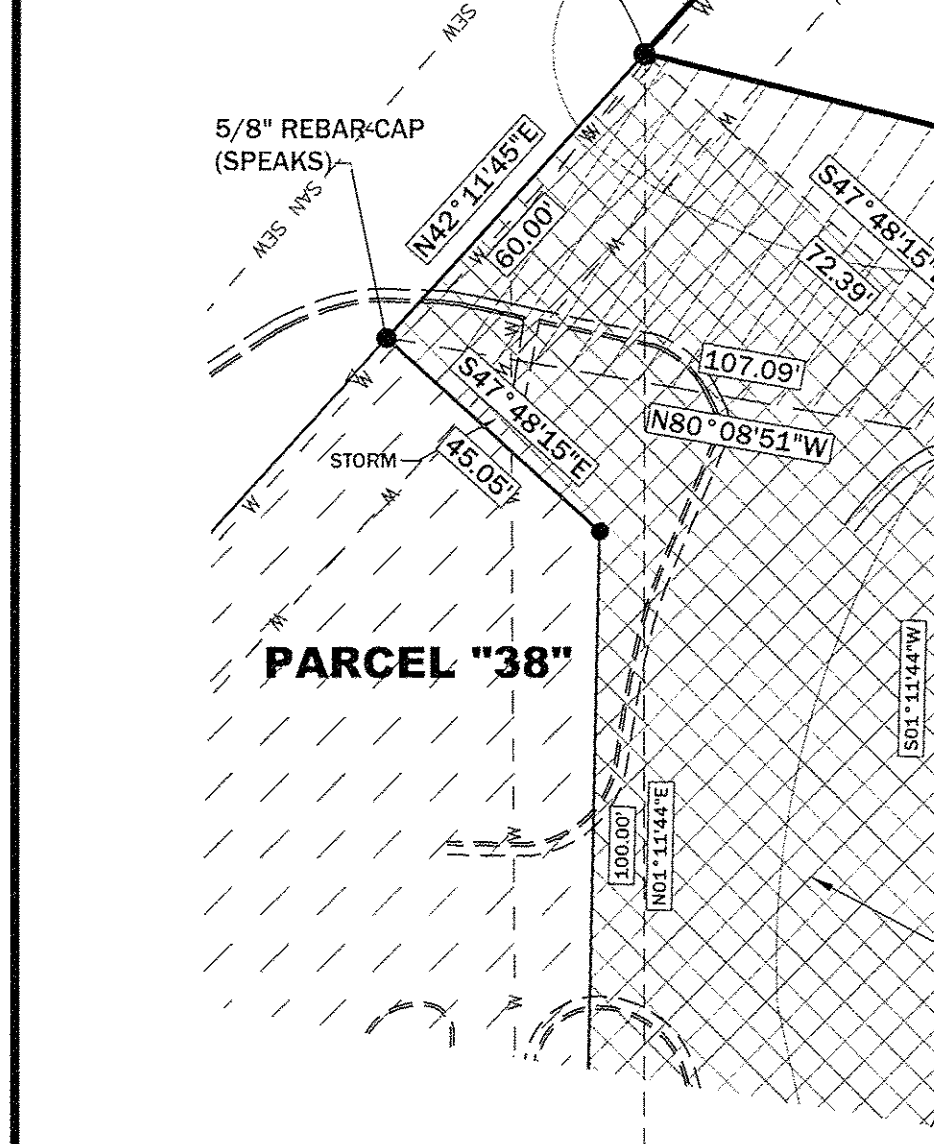
Commence at a found iron pin known as the Southeast Corner of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama; thence West 4,332.39' to a point; thence North 1,805.31' to a found iron pin located on the East Right-of-Way (R.O.W.) of Lee Street; thence along said East Right-of-Way (R.O.W.) of Lee Street N 42° 11' 45" E 364.86' to a found iron pin located on the South Right-of-Way (60') of Russell Road; thence leaving said East Right-of-Way (R.O.W.) of Lee Street and along said South Right-of-Way (60') of Russell Road the following three (3) courses: (1) S 61° 08' 23" E 83.25'; (2) Chord Bearing S 79° 07' 01" E, Chord Distance 333.33', Radius 540.00'; (3) N 82° 54' 21" E 126.54' to the POINT OF BEGINNING for the herein described 20' Sanitary Sewer Easement (said point also located on the centerline of said easement); thence along said centerline of said 20' Sanitary Sewer Easement the following six (6) courses: (1) S 34° 12' 00" W 240.48'; (2) S 01° 57' 04" W 93.57'; (3) N 89° 34' 31" W 200.97'; (4) N 79° 32' 21" W 148.37'; (5) N 64° 34' 35" W 184.24'; (6) N 30° 12' 31" W 25.87' to a point and end of said easement. Said easement lies 10.0' each side of above described centerline.

I, Steven E. Speaks, a Licensed Professional Engineer and Licensed Professional Land Surveyor, hereby certify that I have surveyed the property shown on this map and plat and the map and plat are true and correct; that all parts of this survey and drawing have been completed in accordance with the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief, and I have reviewed the Federal Emergency Management Agency Flood Insurance Rate Map and found the described property is located in Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to map dated July 18, 2011, Map No. 112-23001-62C.

According to my survey this the 5th day of May, 2022.

Steven E. Speaks, P.E., L.S.
Alabama Registration Number 20897

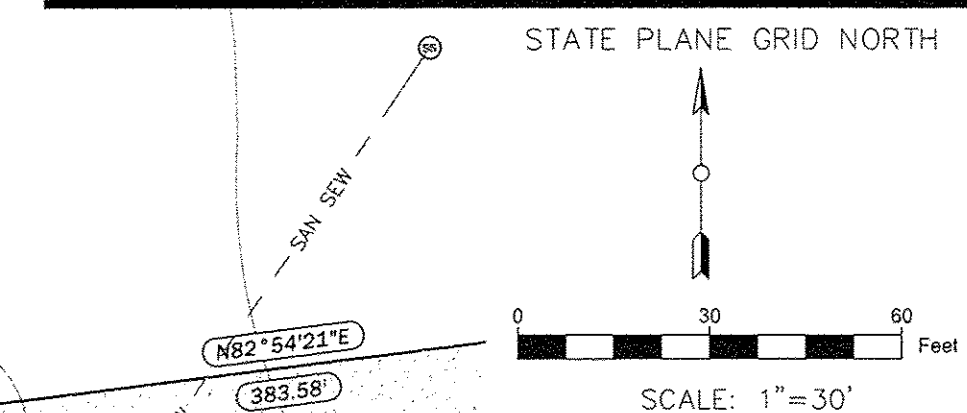
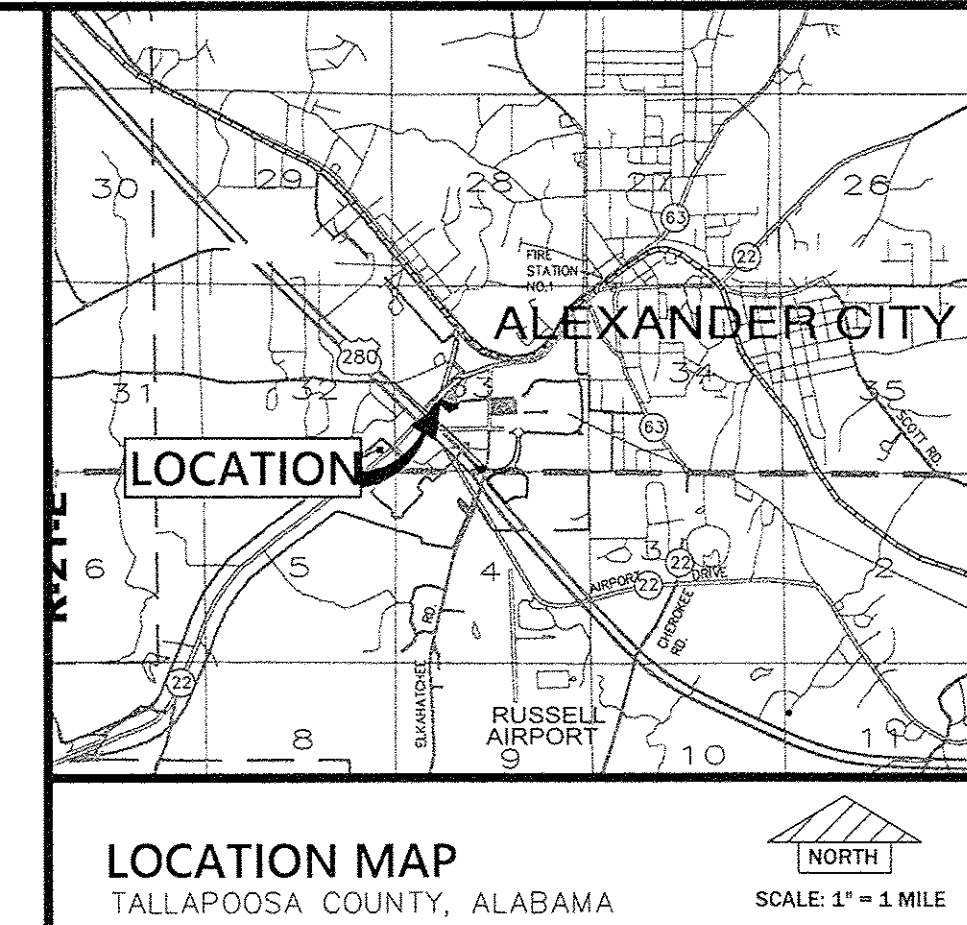
P.O.B. PARCEL "45" INGRESS/EGRESS & UTILITY EASEMENT



P.O.C. SE CORNER OF SECTION 33 T-23-N, R-21-E TALLAPOOSA COUNTY, AL.

1/2" REBAR CAP-9326

BOUNDARY SURVEY RUSSELL BRANDS PARCEL No. 45 RUSSELL CAMPUS RUSSELL BRANDS PROPERTY LOCATED IN THE SW 1/4 OF SECTION 33, T-23-N, R-21-E ALEXANDER CITY, ALABAMA TALLAPOOSA COUNTY, ALABAMA



LEGEND

- FOUND MAG NAIL
- SET MAG NAIL
- SET IRON PIN (5/8" REBAR CAPPED) W/# CA-00017-LS
- FOUND IRON PIN (5/8" REBAR CAPPED) W/# CA-00017-LS UNLESS NOTED OTHERWISE
- ▲ CALCULATED POINT
- FOUND CONCRETE MARKER
- ▲ POWER POLE / LINE / GUY
- FENCE CORNER
- FENCE
- INLET
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE SIGN
- STOP SIGN
- CONCRETE
- ASPHALT
- STORM MANHOLE
- WATER METER
- TELEPHONE BOX
- CAMERA
- MONITORING WELL
- ELECTRICAL BOX
- SANITARY SEWER MANHOLE
- LIGHT POLE
- CLEANOUT
- SAN SEW --- SANITARY SEWER LINE
- W --- WATER LINE
- G --- GAS LINE
- FOC --- FIBER OPTIC CABLE
- ESD --- STORM DRAIN PIPE
- FP --- FIRE PROTECTION WATER LINE

GENERAL NOTES:

- UTILITIES SHOWN ACCORDING TO LINE LOCATION SERVICES AND VISIBLE EVIDENCE OF UTILITY AND MAPS PROVIDED BY RUSSELL BRANDS.
- ALL IMPROVEMENTS ARE NOT SHOWN.

THIS SURVEY IS NOT VALID WITHOUT AN EMBOSSED SEAL AFFIXED HEREON OF THE REGISTERED LAND SURVEYOR WHO SIGNED THE SURVEY.

REVISED DRAWING DATE: 6-14-2022
SURVEY DATE: 5-6-22

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
535 HERRON STREET
MONTGOMERY, AL 36104
TEL: 334/282-1091

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**STATE OF ALABAMA
COUNTY OF TALLAPOOSA**

EASEMENT FOR PERMANENT SANITARY SEWER

KNOW ALL MEN BY THESE PRESENTS: THAT the undersigned Grantor, **Russell Brands, LLC**, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration this day in hand paid by the **City of Alexander City**, a municipal corporation in the State of Alabama (hereinafter referred to as the Grantee), the receipt whereof is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto the City of Alexander City, its successors and assigns, a permanent Sanitary Sewer Easement for the purpose of installing, repairing and maintaining sanitary sewer lines in, over, along, under and across the following described property located in the County of Tallapoosa, State of Alabama, to-wit:

LEGAL DESCRIPTION

**20' SANITARY SEWER EASEMENT "A" – TO BE CONVEYED TO THE CITY OF
ALEXANDER CITY**

Commence at a found iron pin known as the Southeast Corner of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama; thence West 4,332.39' to a point; thence North 1,805.31' to a found iron pin located on the East Right-of-Way (R.O.W. Varies) of Lee Street; thence along said East Right-of-Way (R.O.W. Varies) of Lee Street N 42°11'45" E 72.70' to the POINT OF BEGINNING for the herein described 20' Sanitary Sewer Easement (said point also located on the centerline of said easement); thence leaving said East Right-of-Way (R.O.W. Varies) of Lee Street and along said centerline of said 20' Sanitary Sewer Easement the following six (6) courses: (1) S 59°40'47" E 66.50'; (2) S 30°12'31" E 25.87'; (3) S 64°34'36" E 184.24'; (4) S 79°32'21" W 148.37'; (5) S 89°34'31" E 200.97'; (6) N 01°57'04" E 93.57' to a point and end of said easement. Said easement lies 10.0' each side of above described centerline.

Above description obtained from survey of Steven E. Speaks, Alabama Registration No. 20897 dated August 10, 2022 and revised September 2, 2022. Survey is attached hereto as Exhibit A.

TO HAVE AND TO HOLD unto the said City of Alexander City, its successors and assigns, FOREVER.

It is understood and agreed that no buildings or structures of any type will be erected upon said land in, over, along, under and across which said permanent easement is granted. Grantee shall have free access, ingress and egress to and from said land over and across the adjacent lands of Grantor for the purposes herein mentioned. The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of Grantor for the purposes heretofore expressed. Grantee shall restore any disturbed lands and shall leave property substantially as found upon commencement of construction.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of _____, 2022.

RUSSELL BRANDS, LLC

BY: _____
ITS: _____

STATE OF ALABAMA

COUNTY OF TALLAPOOSA

I, the undersigned authority, a Notary Public in and for said County, in said Commonwealth, hereby certify that _____ whose name as _____ of **Russell Brands, LLC** is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of **Russell Brands, LLC** on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires: _____

GRANTEE'S ADDRESS:

**City of Alexander City
P. O. Box 552
Alexander City, AL 35011-0552**

The preparation of this document does not constitute an examination of title as to the property described herein. This firm has made no such title examination unless reflected by separate documents signed by this firm. The legal description of the property conveyed hereby was obtained by survey, copies of which are attached hereto and made a part of by reference, or taken from a description obtained by Grantor herein or someone on their behalf. This firm makes no representation as to the accuracy of the said survey or description nor does it warrant good and merchantable title from the Grantor to the Grantee.

**This Instrument Prepared By:
Larkin Radney
BARNES & RADNEY, P.C.
80 North Central Avenue
Post Office Drawer 877
Alexander City, Alabama 35011-0877
(256) 329-8438**

ORDINANCE NO. 2023-03

An Ordinance to Amend Chapter 25, Article IV Arts and Entertainment District, Section 62-63 District Boundaries

WHEREAS, the City of Alexander City created an Arts and Entertainment District

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

SECTION 1. That Section 62-63 District Boundaries be amended to read as follows:

The boundary of the Arts and Entertainment District shall be as follows:

Beginning at the intersection of Clay and Wheeler Streets the northern boundary follows the public sidewalk along Wheeler Street eastward to the intersection with Green Street.

The boundary line turns east along Green Street following the public sidewalk to Broad Street, crossing Green to include the public sidewalk bordering Wells Fargo Bank and proceeding across Jefferson Street to Calhoun Street.

At Calhoun Street, the boundary again turns east to Bibb Street following Bibb to Tallapoosa Street.

Upon reaching the public sidewalk on the southern boundary of Strand Park, the Arts and Entertainment District proceeds westward along said public sidewalk until turning south, crossing Tallapoosa Street at its intersection with Marshall Street.

From Marshall Street, the boundary turns west and follows the rear property line of the former Chamber of Commerce building to Madison Street. On reaching Madison Street, the boundary runs south following the public sidewalk until reaching the City right of way known as an alley adjacent to South Main Street.

From Madison Street, the boundary proceeds along the alleyway westward along the rear property line of the Bud Porch Center to Church Street. Upon reaching Church Street, the boundary line turns north and continues along the public sidewalk to the roundabout, running northwest along Lee Street to Court Square.

From the rear of the former Courthouse at Court Square, the boundary turns north and runs in front of the Fire Department along the rear property line of the former City Hall parking lot to the railroad.

On reaching the railroad, the District boundary crosses Jefferson Street, turning west to run parallel along Jefferson Street approximately 650 feet to a point, then north westerly approximately 190 feet along the established property lines to a point on North Central Avenue. Continuing north on North Central Avenue approximately 125 feet, the boundary runs east approximately 190 feet, then northeast approximately 300 feet along the rear of the Wellborn Muscle Car Museum to Clay Street. At this point the boundary turns north west to return to the starting point where the public sidewalk on Clay Street intersects with the public sidewalk at Wheeler Street.

View **Exhibit "A"** for more details.

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

Ordinance 2023-03

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

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

This ordinance shall become effective upon publication.

ADOPTED AND APPROVED this 3rd day of October, 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. 2023-03** which was adopted by the City Council on this 3rd day of October, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd day of October, 2022.

City Clerk of the
City of Alexander City, Alabama

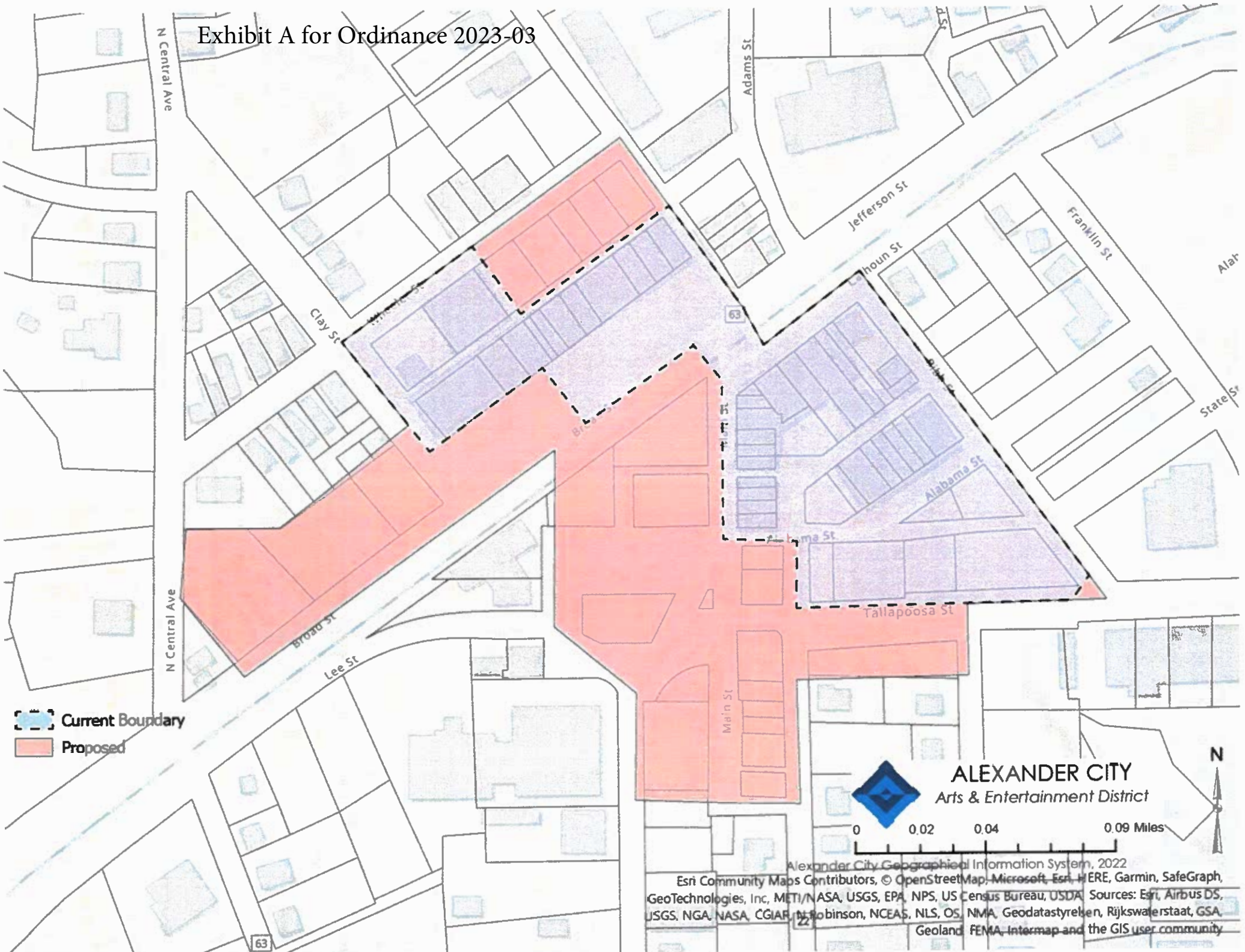
S E A L

Yeas: _____

Nays: _____



Publication Date: _____

Exhibit A for Ordinance 2023-03



 Current Boundary
 Proposed

ALEXANDER CITY
Arts & Entertainment District



Alexander City Geographical Information System, 2022
Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA. Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

ORDINANCE NO. 2023-04

An Ordinance Authorizing the Operation of a Medical Cannabis Dispensing Site within the Corporate Limits of the City of Alexander City, Alabama

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

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensing site may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensing site operation, (See, §§20-2A-50 - 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Alexander City; and

WHEREAS, the location of a dispensing site within the corporate limits of the City of Alexander City could bring employment opportunities for our citizens; and

WHEREAS, a dispensing site would be required to purchase a business license and pay sales tax to the City, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALEXANDER CITY, ALABAMA, that it authorizes the operation of dispensing site within the corporate limits of the City of Alexander City subject to any applicable zoning restrictions the City of Alexander City may adopt pursuant to §20-2A-51(c)(3).

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

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

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

This ordinance shall become effective upon publication.

ADOPTED AND APPROVED this 3rd day of October, 2022.

Ordinance 2023-04

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. 2023-04** which was adopted by the City Council on this 3rd day of October, 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd day of October, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

RESOLUTION NO. 23-01

A Resolution to Authorize the Mayor to Execute a Natural Gas Sales Agreement with East Central Alabama Gas District

WHEREAS, the City of Alexander City and East Central Alabama Gas District are both members of the Municipal Gas Authority of Georgia, and

WHEREAS, the city is in need of transporting natural gas through East Central Alabama Gas District’s lines to serve the Kellyton Industrial Park; and

WHEREAS, the city has agreed to up to 2,000 MMBtu available for delivery daily, view Exhibit “A”, and

WHEREAS, it is recommended to approve the natural gas sales agreement with East Central Alabama Gas District; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to execute a Natural Gas Sales Agreement with East Central Alabama Gas District.

ADOPTED AND APPROVED this 3rd day of October 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. 23-01** which was adopted by the City Council on this 3rd day of October 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd day of October 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

NATURAL GAS SALES AGREEMENT
BETWEEN THE CITY OF ALEXANDER CITY, AL (CUSTOMER)
AND EAST CENTRAL NATURAL GAS DISTRICT (SELLER)

EXHIBIT "A"

- I. **Firm Contract Quantity:** Up to **2,000 MMBtu** of firm gas service shall be available for delivery by SELLER to the CUSTOMER each day and shall be deemed as firm gas.

- II. **Local Distribution Fee:** The distribution fee shall be calculated by the SELLER monthly based on the sales volume through the meter at the CUSTOMER'S facilities located on SELLER'S natural gas system, and shall be according to the following schedule:

All volumes @ \$.12/Mcf

- III. **Taxes:** All applicable taxes, if any, shall be added.

NATURAL GAS SALES AGREEMENT

This agreement, MADE IN TRIPLICATE AND EFFECTIVE AS OF [REDACTED], 2022 BY AND BETWEEN THE CITY OF ALEXANDER CITY, ALABAMA, a municipal corporation of the State of Alabama (hereinafter referred to as “CUSTOMER”), and the EAST CENTRAL ALABAMA GAS DISTRICT a municipal corporation of the State of Alabama, (hereinafter referred to as “SELLER”):

WITNESSETH:

WHEREAS, the SELLER owns and operates a natural gas distribution system for the purpose of providing firm and natural gas sales service to requesting customers; and

WHEREAS, the SELLER is a member of the Municipal Gas Authority of Georgia (hereinafter referred to as “MGAG”) and is a customer of Transcontinental Natural Gas Company (hereinafter referred to as “Transco”), maintains firm capacity on the pipeline for natural gas system supply and has interruptible natural gas transportation agreements on Transco’s natural gas pipeline; and

WHEREAS, the CUSTOMER desires to transport natural gas purchased from MGAG through the SELLER’s distribution system on a firm basis to serve the Industrial Park located in Coosa County, AL as provided for hereunder;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto hereinafter set forth, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1. Nature of Service: CUSTOMER may transport natural gas purchased from MGAG through the SELLER’s distribution system in quantities up to the contract levels specified in Exhibit “A” of this Agreement. No gas may be transported to other gas systems by CUSTOMER without the SELLER’s written permission.
2. Term: This Agreement shall commence on [REDACTED] at 10:00 a.m. Central and shall continue in full force until [REDACTED] at 9:59 a.m. Central and shall continue with year-to-year evergreen term extensions thereafter unless terminated by either party. Any written cancelation notice shall be delivered to the non-canceling party at least 180 days prior to the desired date of termination by mail, certified mail, or email.
3. Local Distribution Fee: The cost of this transportation service per Mcf charged to the CUSTOMER by the SELLER as outlined in Exhibit “A” to this Agreement.
4. Daily Volume of Firm Service: As long as CUSTOMER is not in default hereunder and no event of force majeure has occurred and is continuing as described herein, SELLER shall

make available to CUSTOMER daily volumes of firm gas up to the level of firm capacity acquired by CUSTOMER to serve the Industrial Park in accordance with Exhibit "A" to this Agreement. MGAG will manage the capacity purchased by the CUSTOMER, making sure it is available on a daily basis at the SELLER's Citygate station.

5. **Metering Equipment:** A meter and regulator of suitable capacity and design to measure the gas for this service shall be installed by CUSTOMER at CUSTOMER's expense and shall maintain and repair all related metering equipment as necessary. The CUSTOMER shall provide suitable space for all metering equipment and shall protect them from damage or injury and shall permit no person other than an agent of the SELLER, or a person otherwise lawfully authorized, to disturb or remove same. The CUSTOMER further agrees to indemnify SELLER against all costs or damage arising out of or caused by the theft or injury to pipes or meters or other property of SELLER while on CUSTOMER's premises; and SELLER's representatives or agents are hereby expressly authorized to enter said premises at all reasonable hours or upon CUSTOMER's request for the purpose of inspecting CUSTOMER's lines, and for reading, inspecting, repairing, or removing its meters and other property. In the event of any emergency endangering lives or property, such inspection or repair work by SELLER's representatives or agents on CUSTOMER's property shall be authorized at any hour of day or night. The SELLER will inspect such meters from time to time and in case such meters fail to register correctly, the amount of gas delivered or consumed during the period of such failure, in the absence of a more accurate basis, shall be determined by reference to other corresponding periods of use. Upon written notice of CUSTOMER, SELLER will inspect such meters at any reasonable time; if such meters are found to register incorrectly, the cost of such inspection may be charged to CUSTOMER. The meters shall be deemed to register correctly if the error is less than two percent (2%).

6. **Billing and Payment:** The CUSTOMER shall read meter(s) measuring the quantity of gas delivered to CUSTOMER daily via electronic equipment. Daily reads, taken at 9am Central, for each day of the calendar month will be provided by CUSTOMER to MGAG and SELLER by the 5th day of each month. MGAG will be responsible for all accounting of the gas sold by the SELLER to the CUSTOMER and will include all volumes and related gas costs and other charges on the CUSTOMER's established monthly gas invoice from MGAG. Payment for such gas by CUSTOMER shall be consistent with the dates and terms set by MGAG for its Membership. The SELLER will be responsible for billing only the "Local Distribution Fees" documented in Exhibit A of this agreement. SELLER will submit the invoice to CUSTOMER on or about the 10th of each month, and an email copy must be provided each month to ap@alexandercityal.gov. Such invoice shall be due and payable not later than the 25th day following the date of SELLER'S invoice to CUSTOMER when sent, by mutually agreed upon means, to the address specified by CUSTOMER. In the event CUSTOMER fails to forward the entire invoice amount to SELLER when due and the invoice has been timely sent to the address specified by the CUSTOMER, a late penalty of two percent (2%) of the unpaid amount of the invoice will be assessed. If CUSTOMER'S failure to comply with the terms of this Section 6 as herein provided continues for thirty (30) days following the date of SELLER'S invoicing of same, SELLER shall have the right to terminate gas deliveries to

CUSTOMER upon written notice to CUSTOMER by first class mail and/or certified mail of such termination 10 business days prior to such termination. Upon termination of service pursuant to this paragraph, CUSTOMER shall pay SELLER outstanding charges. Default and termination of service pursuant to this paragraph shall also constitute termination of SELLER'S agreement to provide natural gas service under the terms of this Agreement but shall not relieve CUSTOMER of any obligation to pay or reimburse SELLER for any amounts due and owing under the terms of this Section 6, calculated as provided herein.

7. Gas Quality: All physical properties of the gas sold and delivered to CUSTOMER hereunder, including specific gravity, Btu content and physical impurities, shall be within the same limits prescribed by Transco for such gas transported by Transco to SELLER in accordance with Transco's then effective tariff.
8. Minimum Delivery Pressure: Delivery pressure into CUSTOMER'S fuel line shall not fall below one hundred (100) pounds per square inch (p.s.i.g.).
9. Force Majeure: Neither party shall be liable to the other for any failure to perform any provision or obligation of this Agreement (except CUSTOMER'S obligation to pay for natural gas dispatched and delivered, plus any late charges for nonpayment calculated in accordance with Section 6 hereof) to the extent such failure is caused by or results directly or indirectly from any act of God; federal or state legislation or regulation; fires, floods, storms or other natural disasters; strikes, labor disputes or walk-outs; war, acts of terrorism; accidents; breakage or accident to machinery or lines of pipe, freezing or rupture of lines of pipe; the refusal or inability of any transporter to accept gas for delivery or failure of any transporter to deliver gas; the loss or failure of SELLER'S gas supply due to a Force Majeure event. This provision only applies to the extent the Force Majeure event, or any similar cause or emergency is beyond the control of the party failing to perform.
10. Responsibility and Liability: SELLER and CUSTOMER do respectively assume full responsibility and liability for the maintenance and operation of the facilities operated by each, and each shall indemnify to extent allowed by law and save harmless the other from all liability and expense (including reasonable attorney's fees) on account of any and all damages, claims or actions, including injury to and death of persons, arising directly or indirectly from any act or omission by the indemnifying party hereunder in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party. It is agreed that neither party hereto shall be liable to the other for damage to the equipment, apparatus, appliances, or property of any kind, caused by defects in or failure of the machinery, apparatus, or appliances. SELLER shall have no obligation for the distribution or control, or care, or protection, or proper utilization of the gas beyond the meter set which establishes the point of its delivery of gas to CUSTOMER. CUSTOMER shall have no obligation for the distribution or control, or care, or protection, or proper utilization of the gas prior to its delivery to the meter set or the meter itself, which establishes the delivery point of gas to CUSTOMER. SELLER shall not be liable for damages or injuries to persons or property resulting in any manner directly or indirectly from the receiving, use or application

by CUSTOMER of such natural gas unless such damages or injuries are caused solely out of the gross negligence or willful misconduct of the SELLER or SELLER'S agents, employees, or contractors. CUSTOMER shall not be liable for damages or injuries to persons or property resulting in any manner directly or indirectly from the receiving, provision, use or application by SELLER of such natural gas unless such damages or injuries are caused solely out of the gross negligence or willful misconduct of the CUSTOMER or CUSTOMER'S agents, employees, or contractors.

11. **Negotiation of Disputes:** The parties shall attempt in good faith to resolve all claims, disputes, and controversies of any nature, arising out of or relating to this Agreement or the relationship of the parties (collectively "Dispute") promptly by negotiation between executives with authority to settle the Dispute. Either party may give the other party written notice ("Initial Notice") of any Dispute not resolved in the normal course of business for resolution under this paragraph. The Initial Notice shall include a statement of that party's position and the names and titles of the executive and any other people who will represent that party's position. Within fifteen (15) days of the delivery date of the Initial Notice, the receiving party will respond with its own position statement and the names and titles of the executive and any other people who will represent that party's position. Within twenty-five (25) days of the delivery date of the Initial Notice, the parties will meet at a mutually acceptable time and place, and thereafter as often as reasonably deemed necessary to resolve the Dispute. Each party will honor the other party's reasonable requests for information during such negotiations.
12. **Mediation of Disputes:** If a Dispute has not been resolved by negotiation as described above within 45 (forty-five) days of the delivery date of the Initial Notice, or if the parties' executives failed to meet within 25 (twenty-five) days of such delivery date, the parties agree that prior to attempting to resolve the Dispute by arbitration or litigation, they shall attempt to settle the Dispute by mediation in Alabama if brought by CUSTOMER or SELLER, under the then current Center for Public Resource's ("CPR") Model Mediation Procedures for Business Disputes. Within ten (10) days of a party's written notice of its desire to mediate to the other party, the parties will appoint a mutually acceptable mediator from the CPR Panels of Distinguished Neutrals. All applicable statutes of limitation and defenses based upon the passage of time will be tolled for the duration of any Dispute resolution under this Section. All negotiations and mediations shall be considered confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. The parties shall continue to perform under this Agreement pending the final resolution of any Dispute, except as set forth in Section 9.
13. **Governing of Law:** This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

14. Amendments and Waivers: No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by SELLER and CUSTOMER. No waiver by any Party of any default, misrepresentation, or breach of covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
15. Notices: Any notice or communication required or permitted to be given pursuant to this Agreement shall be confirmed in writing and shall be deemed properly given when hand delivered, sent by overnight mail service, or mailed from within the United States by certified mail, return receipt requested, postage paid to the following addresses:

If to SELLER: East Central Alabama Gas District
Attn: _____

_____, AL _____
TL: _____
Email: _____

If to CUSTOMER: City of Alexander City

_____, AL _____
Attn: _____

TL: _____
Email: _____

16. Severability: Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
17. Time of Essence: Each party agrees that time is of the essence with respect to its obligations under this Agreement and each and all its provisions.
18. Entire Agreement: This Agreement (including attached Exhibit "A") constitutes the entire agreement between the parties and supersedes and cancels any prior negotiations, arrangements, offers, agreements or understandings, written or oral, to the extent they relate

in any way to the subject matter hereof; provided, however, that the generally applicable and lawfully approved natural gas service terms, rule, policies and ordinances of the SELLER shall apply to CUSTOMER and service under this Agreement except to the extent they conflict with the terms of this Agreement.

- 19. Prior Contracts and Claims: This Agreement cancels and supersedes all prior contracts and claims between SELLER and CUSTOMER, except for volumes delivered but not yet billed under any previous agreement.
- 20. Binding Effect: This Agreement shall be binding upon the parties hereto and their successors and assigns.
- 21. Incorporation of Exhibits: Exhibit "A" attached hereto constitute part of this Agreement.
- 22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- 23. Construction: The introduction and recitals are a material part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names and on their behalves by their proper officers or officials thereunto duly authorized as of the day and year written below.

Signed and Sealed this _____ day of _____, 2022.

ATTEST:

EAST CENTRAL ALABAMA GAS DISTRICT
(SELLER)

By: _____
Its: Clerk

By: _____
Its: General Manager

[SEAL]

ATTEST:

CITY OF ALEXANDER CITY, AL

By: _____

By: _____

Its: Clerk

Its: Mayor

[SEAL]

NATURAL GAS SALES AGREEMENT
BETWEEN THE CITY OF ALEXANDER CITY, AL (CUSTOMER)
AND EAST CENTRAL NATURAL GAS DISTRICT (SELLER)

EXHIBIT "A"

- I. **Firm Contract Quantity:** Up to **2,000 MMBtu** of firm gas service shall be available for delivery by SELLER to the CUSTOMER each day and shall be deemed as firm gas.

- II. **Local Distribution Fee:** The distribution fee shall be calculated by the SELLER monthly based on the sales volume through the meter at the CUSTOMER'S facilities located on SELLER'S natural gas system, and shall be according to the following schedule:

All volumes @ \$.12/Mcf

- III. **Taxes:** All applicable taxes, if any, shall be added.

Resolution: 23-02

RESOLUTION NO. 23-02

A Resolution to Authorize the Mayor to Execute a Hold Harmless Agreement with Russell Brands

WHEREAS, the City of Alexander City has accepted a permanence sewer easement from Russell Brands (Ordinance 2023-02); and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to execute a Hold Harmless Agreement with Russell Brands, LLC; and

ADOPTED AND APPROVED this 3rd of October 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. 23-02** which was adopted by the City Council on this 3rd of October 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd of October 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

STATE OF ALABAMA

TALLAPOOSA COUNTY

**HOLD HARMLESS AGREEMENT
BETWEEN
RUSSELL BRANDS, LLC
AND**

THE CITY OF ALEXANDER CITY, ALABAMA, a municipal corporation

WHEREAS, Russell Brands, LLC is in the process of selling to C&J Tech Alabama, Inc., Parcel Number 45 as shown by the Land Title Survey attached hereto as Exhibit A; and

WHEREAS, Russell Brands, LLC has requested the City of Alexander City, Alabama (“the City”) to accept the existing sewer line described as Sanitary Sewer Line A on the attached survey which will include repair and maintenance of said line; and

WHEREAS, the City is agreeable to accepting, repairing and maintaining said sewer line for which the City will receive sewer fees based on current rates; and

WHEREAS, the parties agree that the present sewer line requires repairs;

It is therefore agreed as follows:

1. Russell Brands, LLC shall convey to the City a permanent easement of said sewer line and the City shall accept, repair and maintain said sewer line.

2. In consideration of the grant and acceptance of the sewer line and necessary repairs made to the sewer line by the City, Russell Brands, LLC does hereby release and hold harmless the City, its employees, agents and officers from any damage to other utilities that may be in the described easement, as well as structures adjacent thereto during the period of time the City is performing the repairs on the present sewer line.

3. The parties acknowledge that each has received good and valuable consideration for the execution of this Hold Harmless Agreement.

DONE this the ____ day of _____, 2022.

RUSSELL BRANDS, LLC

Witness

BY: _____
Its _____

CITY OF ALEXANDER CITY, ALABAMA

Witness

BY: _____
Curtis W. Baird, Mayor

RESOLUTION NO. 23-03

A Resolution to not Award Bid 22-10 Master Purchase Agreement for Transformers

WHEREAS, the City of Alexander City did not receive any bids for Bid 22-10, Master Purchase Agreement for Transformers; and

WHEREAS, it is recommended to declare a “No Bid” for said bid and allow the Mayor to negotiate a contract on behalf of the city; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby declares a “No Bid” for said bid; and

FURTHER, BE IT RESOLVED, the Mayor is authorized to negotiate a contract on behalf of the City for a master purchase agreement for transformers.

ADOPTED AND APPROVED this 3rd of October 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. 23-03** which was adopted by the City Council on this 3rd of October 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd of October 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

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



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

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

September 29th, 2022

Subject: Declare No Bid 22-10, Permission to Negotiate Contract

Were as, the City received no bids for Bid 22-10, Master Purchase Agreement for Transformers, I am requesting that the City declare a "No Bid", and hereby grant the Mayor permission to negotiate a contract on behalf of the City of Alexander City.

Miles Hamlett
Purchasing Agent
City of Alexander City

RESOLUTION NO. 23-04

A Resolution to Authorize the Mayor to Execute a Contract with Charles E. Hall for the City Prosecutor Position

WHEREAS, Charles Gillenwaters resigned as the City Prosecutor on September 13, 2022, and

WHEREAS, it is recommended to enter into a contract with Charles E. Hall for 3 years as City Prosecutor; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to execute a contract with Charles E. Hall for the City Prosecutor position.

ADOPTED AND APPROVED this 3rd day of October 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. 23-04** which was adopted by the City Council on this 3rd day of October 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 3rd day of October 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

**CONTRACT FOR
LEGAL SERVICES AS PROSECUTOR FOR
CITY OF ALEXANDER CITY, ALABAMA**

Whereas, the City of Alexander City, Alabama, a municipal corporation (“the City”) provides to its citizens a Municipal Court System for the purpose of enforcing all laws, statutes and ordinances of the State of Alabama and the City for which the City has jurisdiction; and

Whereas, the City requires a City Prosecutor to prepare for and prosecute all violations that come before the Municipal Court; and

Whereas, the City and Charles E. Hall, Jr. (“Hall), Attorney at Law, who has prosecutorial experience, have come to an agreement as to professional legal services as City Prosecutor, the parties do hereby agree as follows:

**I
Employment**

1. The City hereby contracts with Hall, who is duly licensed by the State of Alabama, to serve as City Prosecutor for the City of Alexander City, Alabama for a term of three (3) years beginning on _____, 2022 and terminating on _____, 2025. The parties may renew the Contract at negotiated terms upon the recommendation of the Mayor and approval by affirmative vote of the City Council.

**II
Compensation
for
Professional Services**

The City shall pay to _____ the sum of \$_____ per year payable monthly at \$_____ during the term of the Contract.

III

Modification of Contract

Any modification or waiver of the Contract by the parties shall require approval by affirmative vote by the City Council.

IV Duties and Responsibilities

Hall shall be responsible to prepare for and try all cases that come before the Municipal Court as well as represent the City in the event of appeals to the District Court or Circuit Court of Tallapoosa County, Alabama – Alexander City Division.

V Duties, Responsibilities and Expectations of the Parties

It shall be the responsibility and duty of Hall to be present at each scheduled Court dates and to be prepared to manage, prepare for and prosecute each case that comes to the Municipal Court.

If Hall cannot attend a scheduled Court date, he shall give to the Municipal Judge, Clerk and Magistrate as much notice as is possible.

The Court will appoint a substitute prosecutor and the City shall pay to the substitute prosecutor the amount of \$_____ per hour. Hall shall reimburse the City for the cost paid to the substitute prosecutor by a deduction from Hall's monthly compensation.

VI Independent Contractor

The parties acknowledge that Hall is an independent contractor and is not an employee of the City. As such the City is not obligated to provide any benefits to Hall including health insurance nor any other financial benefits. As an independent contractor, Hall is not entitled to enroll in the City or State retirement program.

VII
Expectations

1. The Prosecutor shall prepare for each scheduled Court date which includes interviewing arresting officer(s), potential witnesses, issuing subpoenas to witnesses, documenting physical evidence, communicating with the Municipal Court staff and attorneys of the defendant if necessary to prosecute a case.
2. Include arresting officer(s) in discussion of any pleas or agreements with the defendant or his/her attorney.
3. Cooperate with the Municipal Judge in arranging trials and pleas.
4. Shall abide by the Code of Professional Conduct as adopted by the Supreme Court of Alabama, Alabama Judiciary, and Alabama Rules of Criminal Procedure.
5. Shall have no impartiality for any defendant or complainant and shall base all decisions on the case facts, legal evidence, and law. If a conflict of interest exists, Hall shall immediately consult with the Municipal Judge that a conflict exists and that a substitute prosecutor be appointed.
6. The City shall provide:
 - a. Access to all Municipal Police Officers, Clerks, and Magistrate
 - b. Provide a suitable space in the Municipal Complex to meet with City personnel and witnesses.
 - c. Provide access to all documentary or physical evidence.
 - d. Provide for annual Continuing Legal Education as regards to Municipal Court and the City shall reimburse Hall for the cost of the Continuing Legal Education upon submission of sufficient invoices and current reimbursement policy.

DONE this the _____ day of _____, 2022.

THE CITY OF ALEXANDER CITY, ALABAMA
a municipal corporation

By: _____
CURTIS W. BAIRD, its Mayor

ATTEST:

AMANDA F. THOMAS, City Clerk

CHARLES E. HALL, JR.
Attorney at Law

CHARLES R. GILLENWATERS

Attorney at Law

P.O. Box 2129, Alexander City, AL 35011

(256)234-5018 charles.gillenwaters@gmail.com

September 13, 2022

Via Hand Delivery

Mayor Woody Baird
City Council
City of Alexander City
281 James D. Nabors Drive
Alexander City, AL 35010

Re: Resignation

Dear Mayor Baird and Council:

I hereby tender my resignation as City Prosecutor for the City of Alexander City, effective at 8:00 a.m. on September 13, 2022. I have had the privilege of serving the citizens of Alexander City for the past twenty-five (25) years. However, due to recent events I feel that it is time for me to step down.

Public service is very important to me and I am thankful for the opportunity to work closely with law enforcement to make our community safer, and to protect victims.

Also, please be advised that I am owed payment for my services for the month of August in the amount of \$833.33 and for four (4) appeals at \$100.00 each for a total of \$1,233.33.

Sincerely,



Charles R. Gillenwaters
City Prosecutor
City of Alexander City, Alabama

CRG/ta

cc: Hon. Randall S. Haynes, City Judge
Tiffany Patterson, Municipal Court Clerk



ALEXANDER CITY ALABAMA

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

Event Application

The purpose of the application is to better understand the details of the requested event and to better serve you as an event coordinator. All events within the Arts and Entertainment District must be in compliance with Ordinance No. 2015-11. All Special Events must be in compliance with Ordinance No. 99-09 and be approved by the City Council.

Only incorporated non-profit organizations are allowed to apply for a Special Event Permit. If the organization is requesting to distribute/serve or allow alcohol to be brought in, then the Special Event portion of this application must be completed. Furthermore, an ABC application must be completed if the organization is planning to distribute alcohol. The application must be submitted to the ABC Board prior to City Council approval and/or submitted with the completed event application. The contact number to the ABC Board is listed on page 7.

All applicants requesting to use City property located within the Arts & Entertainment District must submit a complete application 30 day prior to the date of the event to the A&E Committee representative. All events outside the Arts & Entertainment District must be submitted to the City Council.

Per Ordinance 2021-01, any person, firm, partnership, corporation, association or other entity with business or applications to present to the City Council at a regular meeting must first make application with the City Clerk no later than 5:00 P.M. fourteen (14) days prior to the meeting.

Name of Organization: _____

Type of Event: ___Circus/Carnival ___Company Picnic ___Concert
___Demonstration/Rally ___Festival/Fair ___Race/Walk
___Parade ___Wedding ___Other

Describe Other: _____

Date(s) Requested: _____

Venue Within A&E District Requested: Strand Park___ Broad Street Plaza___ Other ___

List Other: _____

Property outside A&E District: _____

Event Name: _____

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

Address: _____

City: _____ State/Zip: _____

Email: _____

Cell: _____ Other Phone: _____

Goals for Event: _____

Descriptive Summary of Event: _____

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

Benefit to Downtown Economy _____

Co-Sponsor: _____

Will any admission or registration fees be charged? **YES** **NO** If yes, how much? _____

How will the event be promoted? TV____ Newspaper ____ Radio____ Billboard ____

Flyers/Posters ____ Internet/Social Media _____ Other (explain)_____

Event website or Social Media Page: _____

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 _____

Participant parking (vendors, staff, volunteers) _____

Attendees parking _____

Event Size

Number of Participants _____

Number of Staff/ Volunteers _____

Number of Spectators _____

Total Number of Attendees _____

Event History

Is this a first-time event? **YES** **NO**

Does this group have event experience? **YES** **NO**

If yes, list previous events: _____

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 _____ ADA # _____

When will portable toilets be delivered? _____

Multi-day events require portable toilets daily.

_____ **Event Clean-Up/Trash Removal**

The applicant is responsible for trash clean up. Please contact Advanced Disposal directly (334) 513-1864. Please contact Advanced no less than two weeks prior to the event.

The City of Alexander City and the Arts & Entrainment District encourages recycling. Is there a recycling plan? _____

** The City operates a recycling facility that is located on Railey Road behind the Water Department. It is a drop-off facility only. The City also owns a recycling trailer for #1 plastics (Gatorade, . If you would like to utilize the recycling equipment, please indicate above.

_____ **First Aid Plan**

Will you have a first aid station on-site? **YES** **NO**

What plan do you have for emergencies? _____

_____ **Security**

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

- 1-99 = No officer required
- 100-199 = 1 Officer
- 200-299 = 2 Officers
- 300-399 = 3 Officers

_____ **Street Closures** **Events requesting streets closures require additional police staffing.

List any and all streets that will need to be closed for the event. Approval must be granted by the Alexander City Police Chief prior to the event.

_____ **Date of Closure and Beginning and Ending Time:**

Date: _____ Beginning Time: _____ Ending Time: _____

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 to the City Clerk's office once the event is approved and before the event takes place.***

_____ **Geographical Parameters**

Describe or attach a map with the event geographical parameters.

_____ **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

SIGNATURES:

Applicant's Signature  Date / /

A&E Signature _____ Date / /

INTERNAL USE ONLY

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

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

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

Contact the Following:

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

Authorized Signature: _____ Date: / /



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9-26-22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Insurance, LTD. P.O. Box 16901 West Haven, CT 06516	CONTACT NAME: Thomas Plouffe PHONE (A/C, No. Ext): 203-931-7095 E-MAIL ADDRESS: Certificates@specialtyinsuranceltd.com	FAX (A/C, No): 203-931-0682
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: James River Insurance Company	NAIC # 12203
INSURED Reis Shows LLC dba Lewis & Clark Circus PO Box 808 Liberty, SC 29657	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x		00130489-0	4/28/22	4/28/23	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Alexander City is added as an additional insured but only with respects to the operations of the named insured during the policy period.

Event dates: October 15-16, 2022

CERTIFICATE HOLDER**CANCELLATION**

City of Alexander City
 P.O.Box 552
 Alexander City, AL 35010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Please return to City Clerk by
Sept. 28th



ALEXANDER
CITY
ALABAMA

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

Event Application

The purpose of the application is to better understand the details of the requested event and to better serve you as an event coordinator. All events within the Arts and Entertainment District must be in compliance with Ordinance No. 2015-11. All **Special Events** must be in compliance with Ordinance No. 99-09 and be approved by the City Council.

Only incorporated non-profit organizations are allowed to apply for a Special Event Permit. If the organization is requesting to distribute/serve or allow alcohol to be brought in, then the Special Event portion of this application must be completed. Furthermore, an ABC application must be completed if the organization is planning to distribute alcohol. The application must be submitted to the ABC Board prior to City Council approval and/or submitted with the completed event application. The contact number to the ABC Board is listed on page 7.

All applicants requesting to use City property located within the Arts & Entertainment District must submit a complete application 30 day prior to the date of the event to the A&E Committee representative. All events outside the Arts & Entertainment District must be submitted to the City Council.

Per Ordinance 2021-01, any person, firm, partnership, corporation, association or other entity with business or applications to present to the City Council at a regular meeting must first make application with the City Clerk no later than 5:00 P.M. fourteen (14) days prior to the meeting.

Name of Organization: Arlinda Marbury Goodman Breast Cancer Walk

- Type of Event:
- | | | |
|--|---|---|
| <input type="checkbox"/> Circus/Carnival | <input type="checkbox"/> Company Picnic | <input type="checkbox"/> Concert |
| <input type="checkbox"/> Demonstration/Rally | <input type="checkbox"/> Festival/Fair | <input checked="" type="checkbox"/> Race/Walk |
| <input type="checkbox"/> Parade | <input type="checkbox"/> Wedding | <input type="checkbox"/> Other |

Describe Other: _____

Date(s) Requested: October 15, 2022

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

List Other: WALK from N.H. Stephens downtown & Back

Property outside A&E District: WALK from N.H. Stephens downtown & Back

Event Name: Arlinda M. Goodman Breast Cancer Walk

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

Address: _____

City: _____ State/Zip: _____

Email: _____

Cell: 256 215-0157 Other Phone: _____

Goals for Event: Raise Money in honor of Mrs. Goodman who passed from Breast cancer @ 50 years old.

Descriptive Summary of Event: WALK + All Donations go to G. VAB Cancer Center in Alexandria City.

How does this event contribute to the cultural and economic development of Alexander City?
All proceeds go to Cancer Center to help cancer Pat.

Benefit to Downtown Economy _____

Co-Sponsor: _____

Will any admission or registration fees be charged? YES NO If yes, how much? _____

How will the event be promoted? TV Newspaper Radio Billboard

Flyers/Posters Internet/Social Media Other (explain) _____

Event website or Social Media Page: _____

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 N.H. Stephen & Cooper Rec.

Participant parking (vendors, staff, volunteers) _____

Attendees parking _____

Event Size Number of Participants _____ Number of Staff/ Volunteers _____
Number of Spectators _____ Total Number of Attendees _____

Event History

Is this a first-time event? YES NO

Does this group have event experience? YES NO

If yes, list previous events: This will be 3rd year of walk.

Detail experience, location, etc.: Same location & route.

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 _____ ADA # _____

When will portable toilets be delivered? _____
Multi-day events require portable toilets daily.

Event Clean-Up/Trash Removal

The applicant is responsible for trash clean up. Please contact Advanced Disposal directly (334) 513-1864. Please contact Advanced no less than two weeks prior to the event.

The City of Alexander City and the Arts & Entrainment District encourages recycling. Is there a recycling plan? _____

** The City operates a recycling facility that is located on Railey Road behind the Water Department. It is a drop-off facility only. The City also owns a recycling trailer for #1 plastics (Gatorade, . If you would like to utilize the recycling equipment, please indicate above.

First Aid Plan

Will you have a first aid station on-site? YES NO

What plan do you have for emergencies? _____

Security

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

1-99 = No officer required
100-199 = 1 Officer
200-299 = 2 Officers
300-399 = 3 Officers

Street Closures **Events requesting streets closures require additional police staffing.

List any and all streets that will need to be closed for the event. Approval must be granted by the Alexander City Police Chief prior to the event.

Date of Closure and Beginning and Ending Time:

Date: _____ Beginning Time: _____ Ending Time: _____

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.

Insurance not used due to each participant signs a waiver that does not hold City ~~As~~ or organizers responsible for any accidents or harm.

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 to the City Clerk's office once the event is approved and before the event takes place.***

Geographical Parameters

Describe or attach a map with the event geographical parameters.

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

SIGNATURES:

Applicant's Signature Rose Monty Date 9/25/2022
A&E Signature _____ Date _____

INTERNAL USE ONLY

Application Complete: **YES NO**

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

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

Contact the Following:

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

Authorized Signature: _____ Date: ___/___/___

Memo

To: City Council

From: Revenue Manager

Date: 9/19/2022

Re: Business License for Calvin E Benson and Rome Freeman dba Main Event

Per Ordinance 2008-1, Section 24, I am referring the issuance of business license for Mr. Calvin E Benson and Mr. Rome Freeman dba Main Event to City Council. The nature of this business is renting 1231 Cherokee Road to various groups and individuals for parties, reunions, etc.