



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, December 12, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Conducted during the Work Session

Pledge of Allegiance: Conducted during the Work Session

Roll Call:

Approval of Minutes: November 21, 2022 Work Session
November 21, 2022 Regular Meeting

Approval of Agenda: December 12, 2022 Regular Meeting

Reports from Standing Committees:

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

Reports from Special Committees: None

Public Hearing: None

Report on Status of City Finances: None

Proclamation: None

Unfinished Business: None

New Business:

1. Resolution 23-12: A Resolution to Award RFP 23-04, Alcoholic Beverage Service/Bartending Services to Ocie and Belles LLC DBA Oliver Ross Bar Service
2. Resolution 23-13: A Resolution to Authorize the Mayor to Execute an Agreement with DBT Transportation Services LLC for Aviation Support and Maintenance Services for the T.C. Russell Field Airport

3. Resolution 23-14: A Resolution to Authorize the Mayor to Execute a Procurement Contract for Services to Aging Consumers Under Title III of the Older Americans Act with the East Alabama Regional Planning and Development Commission

4. Request: A Request to Approve an ABC License for Sun Asian Cuisine Located at 993 Airport Drive

Executive Session: None

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

1. Next meetings will be Monday, December 19, 2022.

Comments from the Council:

Adjournment:

RESOLUTION NO. 23-12

A Resolution to Award RFP 23-04, Alcoholic Beverage Service/Bartending Services to Ocie and Belles LLC DBA Oliver Ross Bar Service

WHEREAS, the City would like to utilize the Municipal Complex and its amenities for special events such as fundraisers for non-profits, annual meetings, and other types of special events; and

WHEREAS, “Special Event” shall be an approved event organized by an incorporated non-profit organization that is requesting to serve alcohol on the premises for purchase or otherwise served; and

WHEREAS, the City placed a request for proposals (RFP) for an alcoholic beverage service and bartending services for such special events that may take place at the Municipal Complex only; and

WHEREAS, by having a third party provide said service(s) the City does not hold the liability nor is the City required to have an ABC license; and

WHEREAS, the City received one proposal from Ocie and Belles LLC DBA Oliver Ross Bar Service of Alexander City, Alabama; and

WHEREAS, it is recommended that the City Council award to Ocie and Belles LLC DBA Oliver Ross Bar Service; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby awards RFP 23-04, Alcoholic Beverage Service/Bartending Services to Ocie and Belles LLC DBA Oliver Ross Bar Service; and

FURTHER, BE IT RESOLVED, the Mayor is authorized to sign any and all documents pertaining to said RFP.

ADOPTED AND APPROVED this 12th day of December.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey “Buffy” Colvin, Council President

Curtis “Woody” Baird, Mayor

Resolution: 23-12

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. 23-12** which was adopted by the City Council on this 12th day of December.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 12th day of December.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 23-13

A Resolution to Authorize the Mayor to Execute an Agreement with DBT Transportation Services LLC for Aviation Support and Maintenance Services for the T.C. Russell Field Airport

WHEREAS, T.C. Russell Field Airport houses an automated weather observation system; and

WHEREAS, the City Council approved Resolution 21-62 on Monday, March 1, 2021, to approve an agreement with DBT Transportation Services LLC; and

WHEREAS, it is recommended to renew said agreement for two (2) years beginning January 1, 2023; and

WHEREAS, funding for said agreement is included in the FY2023 Operating Budget; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an agreement with DBT Transportation Services LLC for aviation support and maintenance services for the automated weather observation system that is located at the T.C. Russell Field Airport.

ADOPTED AND APPROVED this 12th day of December 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. 23-13** which was adopted by the City Council on this 12th day of December 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 12th day of December 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order Summary**

Contracted Party: City of Alexander City P.O. Box 552 Alexander City, AL 35010	Serviced Customer: (physical address) Thomas C Russell Field Airport (ALX) 965 TC Russell Field Alexander City, AL 35010
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The Effective Date of this Agreement is January 1st, 2023.

The Term of this Agreement shall be for a period of 2 year(s) from the Effective Date.

Services (check as applicable)
<input type="checkbox"/> Periodic/Pre-Season Maintenance
<input type="checkbox"/> Equipment Restoration
<input checked="" type="checkbox"/> NADIN DataLink Service
<input type="checkbox"/> Other Data Services Now Cast Lightning Data

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> DME		<input type="checkbox"/> ATIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input type="checkbox"/> AWOS		<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	Now Cast License Bundle

Fees		Contract Total: \$2,160.00
Annual Fee	\$ 1,080.00	Invoiced Annually
Unplanned Outage Fee	\$ 1,500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1,500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ 500.00	per day

*Definitions of Terms and Conditions

Airport Manager: Jackson Hatton

Email Address: jackson.hatton@alexandercityva.gov

Phone Number: 256-263-3138 / on call:256-392-2452

Statement of Work and Additional Terms

Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1
 Attachment 2: Statement of Work

Pricing Year 1: \$1,080.00

Pricing Year 2: \$1,080.00

Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement (“Service Agreement”) between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

Thomas C Russell Field Airport (ALX)

By: 

By: _____

Title: Chief Operating Officer

Title: _____

Date: November 18, 2022

Date: _____

RESOLUTION NO. 23-14

A Resolution to Authorize the Mayor to Execute a Procurement Contract for Services to Aging Consumers Under Title III of the Older Americans Act with the East Alabama Regional Planning and Development Commission

WHEREAS, each year the City of Alexander City, Alabama, contracts with the East Alabama Planning and Development Commission to provide meals to our elderly citizens; and

WHEREAS, this year the City will receive \$135,564.39 in funding through said contract; and

WHEREAS, the scope of services under this program is to serve meals Monday through Friday, deliver meals Monday through Friday, provide a monthly nutritional education program, outreach, inform members for other opportunities and services, and etc.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to Execute said procurement contract with the East Alabama Regional Planning and Development Commission.

ADOPTED AND APPROVED this 12th day of December, 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. 23-14** which was adopted by the City Council on this 12th day of December, 2022.

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WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 12th day of December, 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

CONTRACT #: 09-30-23-01

CONTRACTOR: Alexander City

EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
AREA AGENCY ON AGING

PROCUREMENT CONTRACT FOR SERVICES TO
AGING CONSUMERS
UNDER TITLE III OF THE OLDER AMERICANS ACT

RENEWAL AMENDMENT

Contract Period: October 1, 2022-September 30, 2023

Type of Contract: Supportive/Nutrition Services

This contract is entered into on this 1st day of October by and between East Alabama Regional Planning and Development Commission Area Agency on Aging, hereinafter referred to as EARPDC, and City of Alexander City hereinafter referred to as the Provider. In view of the conditions and promises contained herein, the parties agree to the following:

1. General Conditions

- A. All services under this contract must be carried out in accordance with Title III of the Older Americans Act of 1965 as amended and the policies and procedures established by EARPDC and the Alabama Department of Senior Services. All services under this contract (see appendix for definitions) must comply with applicable regulations, laws, etc. of federal, state and local governments.
- B. Provider shall, with input from EARPDC, employ qualified and capable staff, insure their attendance at required training sessions sponsored by EARPDC and the Alabama Department of Senior Services, and utilize volunteers, where appropriate and available, in program activities. Program personnel shall be governed by the policies and procedures of the Provider.
- C. Where applicable, the Provider under no circumstance has the right to trade, transfer, or sale equipment purchased in whole or in part with Title III aging funds which are used for service delivery under this contract.
- D. Provider is liable for all equipment utilized in association with this contract.
- E. EARPDC assumes no liability for actions of the Provider under this contract.
- F. Provider shall conduct regular Client Finding/Outreach activities which place emphasis on serving those in the greatest economic and social need, older individuals with severe disabilities. These persons shall be informed of the services available under Title III.
- G. Provider shall "specify how the provider intends to satisfy the needs of low-income minority individuals in the area served; and that the provider attempt to

serve low-income minority individuals at least in the proportion that they represent of the total population in the area served."

- A. Provider agrees, where applicable, to utilize the local Multipurpose Senior Center, partially funded with EARPDC resources, for the purpose intended in the Older Americans Act and to establish operating procedures for its use. Senior centers are designated as community focal points and are listed in the Area Plan on Aging.
- B. Where applicable, the Provider must maintain senior center(s), and/or nutrition site(s) in an attractive, safe, comfortable, sanitary, and accessible condition, and maintain the grounds surrounding the facility.
- C. Where applicable, the Provider agrees to maintain regular operating hours for the senior nutrition activity center and provide quarterly fire drills.
- D. Provider must maintain a current inventory of all equipment purchased, transferred, and/or donated for use under this Title III aging contract.
- E. Provider must submit all program related requests, including the disposition of property and equipment, in writing to East Alabama Regional Planning And Development Commission-Area Agency on Aging for appropriate action.
- F. Provider agrees, where feasible and appropriate, to assist EARPDC in carrying out activities in support of the state long-term care Ombudsman Program.
- G. Without the written consent of both parties no rights, responsibilities or benefits associated with this contract shall be assignable by either party.
- H. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (see appendix) and any other laws, regulation or orders prohibiting discrimination on the grounds of sex, color, race, religion or national origin.
- I. The Provider where feasible and appropriate shall "make arrangements for the availability of services to older persons in weather related emergencies."
- J. The Provider shall assure that all services under Title III of this contract are "coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources."
- K. The Provider must establish a grievance procedure to receive, discuss, and resolve complaints registered by service recipients under this contract.
- L. Providers of Home Delivered Meals must utilize the advice of persons competent in the field and, in particular, organizations of the aging, of the blind, and of the disabled in delivering services to homebound, elderly persons.
- M. Provider is required to assure that vehicle staff drivers receive special training in emergency procedures, including CPR.
- N. Provider is required to maintain an Advisory Council.
- V. Provider is required to attend in person/virtual or send a proxy to bi-annual Center

manager training.

W. Provider is required to notify EAC Nutrition Program Administrator either in writing or phone call within 2 weeks prior to Center Manager's (Retirement, vacation etc).

1. **Confidentiality**

- A. Provider shall insure that no personal information obtained from an individual shall be disclosed without the written consent of the individual concerned.
- B. Provider shall "with the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger."

2. **Client Contribution**

- A. Services will be provided under this contract without the use of any means test [53 Federal Register 169 Wednesday, August 31, 1988 sections 1321.17 (f) (3) and 1321.61 (c)].
- B. Provider agrees that clients will be given opportunities to voluntarily contribute to the cost of services received. The Provider further agrees to "protect the privacy of each older person with respect to his or her contributions." In addition, the Provider "may not deny any older person a service because the older person will not or cannot contribute to the cost of the service."
- C. Provider must comply with established procedures to safeguard and account for all contributions under this contract.

3. **Records and Reports**

- A. Provider shall maintain updated records and reports as required by EARPDC. Reports are due as follows:
 - 1. Weekly Nutrition Reports-----Due by Tuesday immediately following the week to which they apply.
 - 2. Monthly Program and Donation Reports --- Due 10th of the month immediately following the month to which they apply.
 - 3. Monthly Fiscal Reports --- Due the 10th of the month immediately following the month to which they apply.
 - 4. Quarterly Reports --- Due 10th of the month immediately following the quarter to which they apply.
- B. Provider shall maintain appropriate service logs as required by EARPDC.
- C. Provider shall deliver services as described in the section identified as Scope of

Service. Service Definitions are included in the appendix for uniform guidance in service delivery.

- A. Provider shall comply with EARPDC's performance reporting requirements (NAPIS) relating to programs and services funded by the Older Americans Act of 1965, as amended. Provider shall maintain monthly time sheets on appropriate personnel serving under this contract in keeping with NAPIS requirements. Time sheets, included in the appendix, shall be maintained on the Center Manager and volunteers. The Provider shall submit these time sheets to EARPDC monthly following the schedule set forth above.
- B. Provider shall retain program and fiscal records for a period of three (3) years and retain records beyond that period if audit findings have not been resolved.
- C. Provider shall maintain monthly Vehicle Maintenance Records, included in the appendix, on the transportation vehicle used under this contract. This record shall be submitted to EARPDC following the schedule set forth above.

4. **Assessments and Evaluations**

- A. EARPDC will monitor, assess and evaluate fiscal and programmatic records, reports and activities under contract to determine the effectiveness and efficiency of fiscal accountability and service delivery. The Alabama Department of Senior Services, Administration on Aging and EARPDC shall have ready access to all reports and records relating to this contract. Bi-annual program assessments and an annual fiscal evaluation will be conducted by EARPDC. Findings will be submitted in writing to the Provider for corrective action/encouragement for continued program performance. The Provider shall in a timely manner provide EARPDC "with statistical and other information which the area agency requires in order to meet its planning, coordination, evaluation, and reporting requirements established by the State."

5. **Compensation**

A. **Method of Payment**

- (1) EARPDC will reimburse Provider and state contracted meal provider a total amount not to exceed \$ 135564.39 (see appendix for budget) subject to the receipt of the "Report of Contractor's Monthly Expenditures and Request for Reimbursement" form due the 15th day of the following month to which it applies. Advance payments may be approved by EARPDC upon written request of the Provider. Provider will be penalized twenty-five (25%) of its share of EARPDC's reimbursement for the months requests are delinquent.

- (2) At the end of the program year, the Provider's unexpended resources shall remain with the Provider.

Unexpended EARPDC funds under this contract will remain with EARPDC.

B. **Provider's Match**

The Provider agrees to provide at least 10% in resources under this contract, and agrees to report said amount monthly to EARPDC on the "Report of Contractor's Monthly Expenditures and Request for Reimbursement" form.

A. Accounts

The Provider agrees to maintain a reporting system as prescribed by EARPDC to account for all monies including local match allocated and expended in the administration and operation of services under this contract.

B. Audits and Inspections

The Provider shall cooperate and assist in any efforts undertaken by EARPDC, the Alabama Department of Senior Services or Administration on Aging to evaluate the effectiveness, feasibility and costs of services under this contract at any time during normal business hours and as often as necessary. EARPDC, the Alabama Department of Senior Services, and/or representatives of the Comptroller General shall be permitted to examine and audit all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this contract.

6. Modification

Provider may make any necessary budget adjustments, without reducing services, up to five percent (5%) of the total budget without prior approval from EARPDC. EARPDC must be apprised of these changes in a written narrative within 10 working days. Any other changes including budget revision in excess of 5% of the total budget, services and resources (Provider and/or EARPDC) shall be incorporated in written and signed modification utilizing EARPDC required forms. Changes become valid upon signing by both parties.

7. Termination of Contract

Either party may terminate this contract by giving at least thirty (30) days written notice to the other party specifying effective date of termination. Reasons for termination include:

- a. the provider's failure to fulfill in a timely and proper manner its obligations under this contract;
- b. the Provider intentionally violates conditions of this contract; and
- c. funding to EARPDC is discontinued from the Alabama Department of Senior Services.

All finished or unfinished documents, records, accounts, and other material prepared or secured by the Provider under this contract shall remain with EARPDC. The Provider shall be justly compensated if applicable, for satisfactory work completed. Equipment, furniture, and other purchases, if any, made with EARPDC funds will be returned to EARPDC.

8. Equal Employment Opportunity

A. The Provider assures that all activities under this contract will be conducted in accordance with existing equal employment opportunity regulations. There will

be no discrimination against any person in all phases of employment on the grounds of political or religious affiliations or because of race, color, national origin, sex, age, or handicapped condition except where sex, age, physical or mental condition has been clearly shown to be an essential bona fide occupational qualification. This obligation will extend to all areas of employment including, but not limited to, the following: pay, promotion, disciplinary measures, demotion, terminations, working conditions, training, awards and benefits.

The Provider agrees to post in places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause. The Provider shall in all solicitations or advertisements for employees placed by or on behalf of the Provider, state "Equal Opportunity Employer M/F".

1. **Forms to Be Furnished To Provider**

All forms, reports and records as are necessary under this contract will be made available without charge by EARPDC.

2. **Publication, Reproduction and Use of Material**

No material produced in whole or in part under this contract will be subject to copyright. EARPDC will have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other material prepared under this contract. Any publication, brochure, press release, or other material prepared by the Provider for distribution must be approved by EARPDC. Documents will bear the following notation:

"Preparation of this document was financed, in part, through a grant from the Administration on Aging and the Alabama Department of Senior Services as administered by East Alabama Regional Planning And Development Commission Area Agency on Aging." In addition, the ADSS logo must be placed on all publication developed under this contract.

3. **Nondiscrimination on the Basis of Handicap**

A. Provider shall assure that "no qualified handicapped person be denied the benefits of, be excluded from participation in or otherwise be subjected to discrimination under any of its programs."

B. Provider assures that facilities, where appropriate, are accessible or useable by handicapped persons and comply with 504 regulations.

4. **Americans with Disabilities Clause**

The LESSOR/CONTRACTOR/GRANTEE hereby agrees to indemnify and hold the EARPDC harmless from and against any and all liability, loss, damage, cost, and expense, including court cost and attorney fees (whether or not litigation be commenced) of whatever nature or type, that the Agency may suffer, be put to pay or layout by reason of LESSOR'S/ CONTRACTOR'S/GRANTEE'S failure to make leased facilities conform to all applicable local, state, and federal building requirements, ordinances, and laws requiring that facilities be accessible to individuals with disabilities for the purpose of employees working in the facility or

attending programs conducted by or through the Area Agency on Aging.

1. **Drug-Free Workplace Act of 1988**

All Providers, sub-providers and host agencies of contract funded positions shall certify to compliances with the Drug-free Workplace Act of 1988. All Providers, sub-providers and host agencies must notify the South Central Alabama Development Commission - Area Agency on Aging in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract enrolled during working hours or while at an assigned workplace, not later than five days after such convictions.

Any Provider, sub-provider and host agency that knowingly fail to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or sub-contract with East Alabama Regional Planning And Development Commission - Area Agency on Aging or the services provided through the respective program.

2. **Civil Rights**

The Provider shall comply with Title VI of the Civil Rights Act of 1964 as it appears in Appendix A (Civil Rights Act of 1964). The Provider further assures that activities under this agreement will make no distinction regarding services and employment on the grounds of race, color, creed, national origin, age, or sex.

3. **Non-conflict of Interest**

The Provider's program staff (including volunteers) shall not promote private or personal interest in conjunction with the performance of duties covered under this contract. To comply with these requirements, the Provider agrees to the following:

A. not to disclose or use confidential information obtained as a result of its association with or access to any client for personal gain or advantage for its employer, or any other parties, or for any other purpose not directly required by this program; and

B. acknowledge its obligation to respect the confidentiality of the client and to exercise good faith and integrity in all dealings with clients.

Any breach of this agreement will subject it to liability for breaching the client's right to privacy and confidentiality.

4. **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal, the Provider, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and

A. where the provider is unable to certify to any of the above, it shall attach an explanation to this proposal.

The Provider further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5. **USDA's Non-Discrimination Statement**

The Provider shall assure compliance with the non-discrimination statement set forth in the appendix; post it in the senior center; and include it in full on all materials which are produced by USDA and its agencies for public information, public education or public distribution.

6. **Certification regarding lobbying.**

The Contractor certifies, to the best of his or her knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, member or Congress, officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federally funded contract, the making of any federal grant the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress connection with this federally funded contract, grant loan or cooperative agreement the Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. **Immigration Status.**

The Provider hereby attests that all workers are either citizens of the United States or are in a proper and legal immigration status that authorized them to be employed for pay within the United States.

8. **Nutrition Functions**

A. Provider agrees to maintain a waiting list of eligible clients to assure adequate

participation in the Congregate and Home Delivered Meals program.

- A. Provider agrees to coordinate activities with local Department of Human Resources and assist participants in qualifying for program benefits.
- B. Provider agrees to annually reassess clients' need for Home Delivered Meals.
- C. Provider agrees to assess the need for home delivered meals among its congregate participants and other participants for whom it has responsibility.
- D. In weather related emergencies, the Provider must make special arrangements for the delivery of meals to older persons who are homebound.
- E. Provider shall be accountable for all supplies received from the food vendor and responsible for the replacement, if necessary, of such supplies as tea urn, coffee pot, thermometer, and serving utensils.
- F. Provider agrees to comply with EARPDC's policy governing eligibility requirements for participation in nutrition services under Title III of the Older Americans Act of 1965, as amended.
- G. Provider understands that meals will not be delivered by the food vendor to nutrition sites on holidays established under this contract and set forth in the appendix.
- H. **Provider understands that any meal served to individuals other than eligible persons in the Nutrition Program for the Elderly must be paid for with local funds. A check shall be submitted weekly to the EARPDC-Area Agency on Aging at the current meal cost for each meal not served to eligible persons.**

SCOPE OF SERVICES

Provider agrees to deliver the following services:

1. **MEALS - CONGREGATE (PART C-1)**
-serve_meals Monday through Friday totaling 240 days of service
2. **MEALS-HOME DELIVERED (PART C-2)**
- serve_meals Monday through Friday totaling 240 days of service
3. **NUTRITION EDUCATION (PART C-1& C-2)**
- provide a monthly program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction to participants and/or caregivers; and deliver service in a group of individual setting to older participants.
4. **OUTREACH (PART B)**
 - identify eligible clients (or their caregivers) and encourage their use of existing services and benefits;
 - provide individual one-on-one contact with elderly clients or caregivers;
 - assure maximum participation of eligible older persons in existing service; and
 - target older individuals in the greatest economic and social need.
5. **INFORMATION AND ASSISTANCE (PART B)**
 - provide current information on opportunities and services available to older individuals within their communities; assess problems and capacities of the older individual; and link the individual to available opportunities and services.
6. **TRANSPORTATION (PART III-B)**
 - provide services Monday through Friday totaling 240 days of service minimum of annual units of service; and
 - provide transportation to older persons to nutrition centers and other places of need.
7. **TRANSPORTATION (PART C-2) Home Delivered Meals**
 - assist with home delivered meals for eligible clients.
8. **OTHER SERVICES (PART B)**
 - Health Promotion**
 - Provide opportunities for clients to participate in sports, use exercise equipment performing arts, games, and crafts, or enjoy these activities as a spectator.
 - Public Education**
 - Provide formal or informal opportunities for individuals to acquire knowledge, experience, or skills. This service may include workshops designed to increase awareness on a variety of topics.

IN WITNESS WHEREOF, East Alabama Regional Planning and Development Commission and Alexander City have entered into this contract for the fiscal year October, 2022 - September, 2023 in a spirit of cooperation and mutual concern for the well-being of old adults.

**EAST ALABAMA REGIONAL PLANNING &
DEVELOPMENT COMMISSION
AREA AGENCY ON AGING**

PROVIDER



Authorized Official

Executive Director

12/12/2022

Date

Date

ATTEST:

ATTEST:



**Grantee Certification of
Designated Program Administrator***

The Grantee agrees that in order to assure that the program is administered properly and that the requirements of the agreement are fulfilled the person designated below will be responsible for the following:

- o Supervision of local Aging Services Programs including Senior Center Programs and program staff or supervisor of project staff and project services.
- o Serve as the point of contact for the EAC Area Agency on Aging staff to address the results of monitoring activities performed by the staff of the EAC Area Agency on Aging and the Alabama Department of Senior Services.
- o Be responsible for the provision of training for local program staff.
- o Be responsible for the timely submission of all reports and requests mandated by the EAC Area Agency on Aging and Alabama Department of Senior Services.
- o Provide assurance that all client files will be maintained and retained under locked Center Manager control.
- o Be responsible for formally monitoring the local program at least two (2) times per year.
- o Be responsible for the Grantee's compliance with the Grant Agreement requirements.

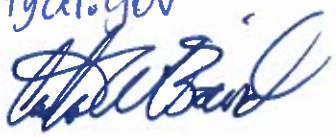
Designated Program Administrator:

Name: Amanda Thomas

Address: 281 James D. Nebers Drive
Alexander City, AL 35010

Telephone #: 256-329-6708

E-mail address: amanda.thomas@alexandercityal.gov

Authorized by: 
(Person Executing Grant Agreement)

*This person can not be the Senior Center Manager

**Grantee Certification of
Designated Fiscal Administrator**

The Grantee agrees that in order to assure that the program is administered properly and that the requirements of the agreement are fulfilled, the person designated below will be responsible for the following:

- o Serve as the point of contact for EAC Fiscal staff regarding issues related to grantee request for reimbursement.
- o Be responsible for the provision of training for local fiscal staff.
- o Be responsible for the timely submission of all fiscal reports and requests mandated by the EAC Area Agency on Aging and the Alabama Department of Senior Services.
- o Be the formally designated staff for signing all fiscal reports submitted to EAC (i.e., original budget, budget revisions, requests for reimbursements).

Designated Fiscal Administrator:

Name: Jennifer Carlisle

Address: 281 James D. Nabors Drive
Alexander City, AL 35010

Telephone# 256-749-6939

E-mail address: jennifer.carlisle@alexander-city-al.gov

Authorized by:
(Person Executing Grant Agreement)



Alexander City

Grantee #: 09-30-23-01

East Alabama Regional Planning and Development Commission

The Area Agency on Aging

Local Community Aging Services Program

Notice of FY23 Award

1	OAA Title III B Health Promotion	3,692.30	
2	OAA Title III B Other Admin Funds	3,692.30	
3	ARP Title III B Other Admin Funds	2,632.84	
4	OAA Title III Admin/Overhead	3,198.23	
	Administration/Overhead Subtotal		13,215.67
5	OAA Title III B Transportation	4,773.67	
	Title III B Transportation Subtotal		4,773.67
6	OAA Title III C-2 Transportation	2,067.44	
	Title III C Transportation Subtotal		2,067.44
7	OAA Title III C-1 Meals	35,724.00	
8	OAA Title III C-2 Meals	79,783.60	
	OAA Title III C Meals (To be paid directly to GA Foods)		115,507.60
	TOTAL FUNDS		135,564.39

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

12/12/2022
Date

Carle W. Baird Mayor
Signature and Title of Authorized Official

City of Alexander City
Name of Applicant or Recipient

281 James D. Nabors Drive
Street

Alexander City, AL 35000
City, State, Zip Code

Grant Assurances

I. General Assurances

- (1) To administer all services in accordance with the Older Americans Act of 1965, as amended, and with the regulations, policies, and procedures established by the Alabama Department of Senior Services, the Area Agency on Aging, the Commissioner of the Administration on Aging and/or the Secretary of Health and Human Services.
- (2) To meet the requirements of safeguarding confidential information under relevant program regulations.
- (3) To operate the program fully in conformance with all applicable Federal, State and local fire, safety, health and sanitation standards prescribed by law or regulation.
- (4) To act as an advocate for programs for older persons by drawing attention to their needs for services and opportunities for services.
- (5) To assure that preference will be given to providing services to older individuals with the greatest economic or social needs with particular attention to low-income minority individuals. However, a means test will not be used to deny or limit an older person's receipt of service. The provider will set specific objectives for providing services to older individuals with greater economic or social needs, and include specific objectives for providing services to low-income minority individuals.
- (6) To specify how the provider intends to satisfy the needs of low-income minority individuals in the area served; and that the provider serve low-income minority individuals in accordance with their need for such services.
- (7) To provide a free and voluntary opportunity for service recipients to contribute to the cost of the service.
- (8) To conduct outreach that will identify individuals eligible for assistance under the Older Americans Act, with special emphasis on rural elderly, older individuals, with greatest economic and social needs (with particular attention to low-income minority individuals), and older individuals with severe disabilities, and inform such individuals of the availability of assistance. Outreach is a required service for Older American Act Title III Programs.

II. Program Assurances

In relation to this agreement, the Grant shall perform the following functions described in this attachment for the Title III Program.

- (I) Perform the functions described in the Grantees approved Local Community Profile approved by the EAC AAA and hereby made a part of this agreement.

- (2) Adhere to the Grantees approved budget for the provision of services as outlined by this agreement.
- (3) Provide assurances that the provision of services is based on:
 - A) The uniform service definitions established for the Title III Program and approved by EAC AAA; and
 - B) Provide services to individual aged 60 or over as established by the Title III Program; and
 - C) Give priority of services to individual with the greatest social and economic need with particular attention to low-income minority individuals; and
 - D) Policies and procedure established by the Title III Program, the EAC AAA and/or the Alabama Department of Senior Services.
- (4) Collect and account for program contributions according to established procedures provided by the EAC AAA and further defined by Title III.
- (5) Staff and Training:
 - A) Provide staff with a plan defining their responsibilities, including program responsibilities, emergency situations, disaster plan implementation, illness, etc.
 - B) Insure that personnel hired under this grant agreement will participate in all training events sponsored by the EAC AAA and the Alabama Department of Senior Services, and operate all programs following written procedures provided by the EAC AAA and ADSS.
 - C) Provide staff with adequate training to insure the delivery of quality services.
- (6) Administrative Requirements:
 - A) Provide designated person to be responsible for services required by its agreement. This person will be directly responsible for the training and supervision of program staff, both paid and volunteer.
 - B) Provide adequate staff, paid and/or volunteer, to perform the required services.
 - C) Insure that personnel hired under the grant will participate in training events sponsored by the Area Agency on Aging and the State Department of Senior Services.
 - D) Provide service and financial records on a monthly basis, which are needed by the Area Agency on Aging for its reports to the State Department of Senior Services.

- A) Maintain records in such a manner that confidentiality will not be violated.
- B) Insure that no information obtained from an individual will be disclosed in a form which would identify him or her, without his or written permission.

(7) Local Advisory Council:

- I) Grantee shall maintain a local advisory committee of five to seven people. The committee must be represented by at least 50% individuals age 60 and over of which at least 2 should be participants of the program. Remaining representation may be other persons knowledgeable of the local community and older person's needs. The local committee may have a number of rolls. Advisory Committee must meet at least quarterly. Paid staff at Grantee should only participate as a source of information and should never make decisions regarding who receives services.

The main responsibilities are to review and recommend services, and to assist in the development of community programs for individuals age 60 and over, which is coordinated by the local grantee agency.

- 2) Grantee shall provide a list of committee members to EAC AAA to be made a part of this grant agreement.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. By execution of this Grant Agreement and Certification the Grantee certifies that it will provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing a drug-free awareness program to inform employees about -
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e) Notifying the Area Agency on Aging within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
 - t) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
 - 1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

A. The site(s) for the performance of work done in connection with this specific Grant Agreement

1. 82 Court Square
(Street Address)

Alexander City, AL 35010
(City, County, State, Zip Code)

2. N/A
(Street Address)

(City, County, State, Zip Code)

The Grantee will inform East Alabama Regional Planning and Development Commission of any additional site for performance of work under this Grant Agreement.

The undersigned is authorized to make the foregoing certification and assurances and to execute this Certificate on behalf of the Grantee.

EXECUTED BY:



GRANTEE AUTHORIZED OFFICER

Exhibit VI

ASSURANCE OF COMPLIANCE WITH THE U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110 REGARDING PROCUREMENT, AND SUSPENSION AND DEBARMENT

City of Alexander City (Hereinafter called the "Sub grantee")

HEREBY AGREES THAT it will comply with A-102 Common Rule and OMB Circular A-110 regarding procurement and suspension and debarment from any program or activity for which the Sub grantee receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sub grantee, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Sub grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Dated 12/12/2022

 (Sub grantee)

BY: _____
(President, Chairman of Board or comparable authorized official)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA
TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act
2012-491)

RE Contract/Grant/Incentive (*describe by number or subject*):

09-30-23-01 by and between
Alexander City (Contractor/Grantee) and
East Alabama RP&DC (State Agency or
Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

I. The undersigned holds the position of Mayor with
the Contractor/Grantee named above, is authorized to provide the representations that
are set out in this Certificate as the official and binding act of that entity, and has
knowledge of the provisions of THE BEASON-HAMMON ALABAMA
TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama
Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Applying the following definitions from the Section 3 of the Act,
the Contractor/Grantee's business structure is as indicated by my
initials.

BUSINESS ENTITY. Any person or group of persons employing one or more
persons performing or engaging in any activity, enterprise, profession, or
occupation for gain, benefit, advantage, or livelihood, whether for profit or not
for profit. "Business entity" shall include but not be limited to the following:

a. Self-employed individuals, business entities filing articles of
incorporation, partnerships, limited partnerships, limited liability
companies, foreign corporations, foreign limited partnerships, and
foreign limited liability companies authorized to transact business in
this state, business trusts, and any business entity that registers with
the Secretary of State.

b. Any business entity that possesses a business license, permit,
certificate, approval, registration, charter, or similar form of
authorization issued by the state, any business entity that is exempt by
law from obtaining such a business license, and any business entity
that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock
association, agent, manager, representative, foreman, or other person having
control or custody of any employment, place of employment, or of any
employee, including any person or entity employing any person for hire
within the State of Alabama, including a public employer. This term shall not
include the occupant of a household contracting with another person to
perform casual domestic labor within the household.

___ (a.) The Contractor/Grantee is a business entity or employer as those
terms are defined in Section 3 of the Act.

(b.) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

2. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

{Alien is any person who is not a citizen or national of the United States, as described in 8 U.S.C §1101, et seq., and any amendments hereto.}

{Unauthorized Alien is an alien who is not authorized to work in the United States as defined in 8 U.S.C. §1324a(h)(3).}

3. The Contractor/Grantee is enrolled in E-Verify unless *{initial the following sections which apply}*:

(a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.

(b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this 12 day of December 2022

Curtis W Baird

By: Curtis W Baird Name of Contractor/Grantee/Recipient

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this 12th day of December 2022.

WITNESS Amanda F Thomas

Amanda F. Thomas

Print Name of Witness



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20221129160124213

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$150.00

Type License: State: County:

Trade Name: **SUN ASIAN CUISINE** Filing Fee: \$50.00

Applicant: **SARETH CHEA** Transfer Fee:

Location Address: 993 AIRPORT DRIVE ALEXANDER CITY, AL 35010

Mailing Address: 993 AIRPORT DRIVE ALEXANDER CITY, AL 35010

County: TALLAPOOSA Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: **INDIVIDUAL**

Book, Page, or Document info:

Do you sell Draft Beer?:

Date Incorporated: State incorporated: County Incorporated:

Date of Authority:

Federal Tax ID: 80-0974453 Alabama State Sales Tax ID: R010185989

Name:	Title:	Date and Place of Birth:	Residence Address:
SARETH CHEA	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**

Does ABC have any actions pending against the current licensee? **NO**

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: (Home
 Business Phone: (Cell P
 Fax: E-mai

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: License 1:
 Applicant: License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20221129160124213

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **LOF PROPERTIES INC**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **5000** Display Square Footage:
 Building seating capacity: **48** Does Licensed premises include a patio area? **NO**
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: Nearest:
 Nearest school: Nearest church: Nearest residence: **0 blocks**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20221129160124213

Initial each

SC

In reference to law violations, I attest to the truthfulness of the responses given within the application.

SC

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

SC

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

SC

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

SC

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

SC

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Sarah Ched*

Signature of Applicant: *[Signature]*

Notary Name (print): *Jessica Wilson Coiro*

Notary Signature: *Jessica Wilson Coiro*

Commission expires: *10/06/2026*

Application Taken:
Submitted to Local Government:
Received in District Office:

App. Inv. Completed:
Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office: