



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, April 17, 2023 --- Meeting at 5:30 p.m.

Call to Order: Council President Colvin

Opening Prayer: Done in Work Session

Pledge of Allegiance: Done in Work Session

Roll Call:

Approval of Minutes: April 3, 2023

Approval of Agenda: April 17, 2023

Reports from Council on Standing Committees:

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

Reports from Special Committees:

Public Hearing: To Rezone Property Located on Highway 22 West from RR (Reserve Residential) to R3 (High Density Residential)

Report on Status of City Finances:

Proclamation(s): Fair Housing Month
Community College Month

Unfinished Business: None

New Business:

- 1. RESOLUTION:** To Award Bid No. 23-08 to General Maintenance Contractors of East Alabama, Inc. for Natural Gas General Contractor Services
- 2. RESOLUTION:** To Award Bid No. 23-12 to Calhoun Meter Company for Water Main Distribution Replacement Materials in an Amount Not to Exceed \$48,006.60
- 3. RESOLUTION** to Authorize the Mayor to Execute a Professional Services Agreement with Garver, Project No. 23A010200, ALX – Apron Expansion Construction Administration Project
- 4. ORDINANCE:** To Rezone Property Located on Highway 22 West from RR (Reserve Residential) to R3 (High Density Residential)

5. **RESOLUTION** to Authorize the Mayor to Enter into an Agreement with RecDesk, LLC for Parks & Recreation Management Software
6. **RESOLUTION** to Appoint Chante´ M. Ruffin to the Board of Education
7. **RESOLUTION** to Accept the FY 2020 Audit
8. **RESOLUTION** to Nominate Three (3) Citizens for Consideration to be Appointed to the Tallapoosa County Board of Equalization
9. **RESOLUTION** to Amend the FY 23 Personnel Authorization List
10. **RESOLUTION** To Authorize the Mayor to File a Pre-Application and Application for State and Federal Funds for Apron Expansion and Taxilane Construction Project (23A010200) at the Thomas C. Russell Field Airport
11. **REQUEST** to Approve an ABC Restaurant Retail Liquor *AND* Brewpub License to Lake Martin Brewing, LLC Located at 82 Court Square
12. **REQUEST** to Approve a Special Event Application to the Lake Martin Young Professionals to Hold Free Concerts at Strand Park
13. **REQUEST** to Approve a Special Event Application for the 11th Annual Sun Festival and 33rd Annual Jazz Fest to be Held June 1 – June 9, 2023

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Executive Session:

Adjournment:

RESOLUTION

To Award Bid No. 23-08 to General Maintenance Contractors of East Alabama, Inc. for Natural Gas General Contractor Services

WHEREAS, the City of Alexander City has let bids for natural gas contractor services; and

WHEREAS, one (1) bid was received, opened and read in public on April 4, 2023 at 2:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City hereby awards Bid No. 23-08 to General Maintenance Contractors of East Alabama, Inc.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City that the mayor is hereby authorized to sign any contract or agreements as part of this bid.

ADOPTED THIS 17th DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas: _____

Nays: _____

Curtis "Woody" Baird
Mayor
Stephanie Southerland
City Clerk
Romy Stamps
Finance Director



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

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

April 5th, 2023

Subject: Bid 23-08, Award Gas Department General Contractor Bid

Bid 23-08, for general contractor services for use by the Alexander City Gas Department was opened and read aloud by the city clerk's office on April 4th, 2023. Hereby recommend the bid be awarded to General Maintenance Contractors of East Alabama Inc., of Opelika, Alabama.

The terms of this contract are for an initial three years with an option to extend for an additional three years for a maximum of six years.

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

Miles Hamlett
Purchasing Agent
City of Alexander City

RESOLUTION

To Award Bid No. 23-12 to Calhoun Meter Company for Water Distribution Materials for Main Replacement in an Amount not to Exceed \$48,006.60

WHEREAS, the City of Alexander City has let bids for water services materials for main replacement; and

WHEREAS, one (1) bid was received, opened and read in public on April 4, 2023 at 3:00 p.m. with a bid amount not to exceed \$48,006.60.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City hereby awards Bid No. 23-12 to Calhoun Meter Company.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City that the mayor is hereby authorized to sign any contract or agreements as part of this bid.

ADOPTED THIS 17th DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas:

Nays:

Curtis "Woody" Baird
Mayor
Stephanie Southerland
City Clerk
Romy Stamps
Finance Director



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

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

April 5th, 2023

Subject: Bid 23-12, Award Water Department Materials Bid

Bid 23-12, for the purchase of materials for use by the Alexander City Water Department in conjunction with the Fairlane Circle Main Replacement and Russell Road Main Extension Projects, was opened and read aloud by the city clerk's office on April 4th, 2023. Hereby recommend the bid be awarded to Calhoun Meter Company, of Jacksonville, Alabama in the amount of \$48,006.60.

The funding for this project is part of approved FY2023 capital funds.

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

Miles Hamlett
Purchasing Agent
City of Alexander City

RESOLUTION

To Authorize the Mayor to Execute a Professional Services Agreement with Garver, Project No. 23A010200, ALX – Apron Expansion Construction Administration Project

WHEREAS, the City of Alexander City, Alabama, intends to reconstruct and expand the existing apron, south of the terminal building and east of the parallel taxiway, (Project) at the Thomas C. Russell Field Airport (airport); and

WHEREAS, the Project was planned as a 2-phase construction project to allow the airport to remain operational as possible – due to funding constraints, only Phase I construction is planned at this time; and

WHEREAS, Phase I of construction includes demolition of the north taxiway area and construction of approximately 7,500 square yards of asphalt apron area with tie-downs, to include construction of a new apron connector taxiway and drainage improvements; and

WHEREAS, Garver will provide professional services related to the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the mayor is hereby authorized to execute a Professional Services Agreement with Garver for the 23A010200, ALX – Apron Expansion Construction Administration Project

ADOPTED THIS 17TH DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk



**Agreement
For
Professional Services
City of Alexander City
Project No. 23A01200**

ALX – Apron Expansion Const. Admin.



Contents

RECITALS	1
1. DEFINITIONS	1
2. SCOPE OF SERVICES	2
3. PAYMENT	2
4. AMENDMENTS	2
5. OWNER'S RESPONSIBILITIES.....	3
6. GENERAL REQUIREMENTS	3
7. INSURANCE.....	6
8. DOCUMENTS.....	7
9. INDEMNIFICATION / WAIVERS.....	7
10. DISPUTE RESOLUTION	8
11. TERMINATION.....	9
12. MISCELLANEOUS	10
13. EXHIBITS	11



THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the City of Alexander City, Alabama (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**” or “**Engineer**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to reconstruct and expand the existing apron, south of the terminal building and east of the parallel taxiway. (hereafter referred to as the “2023 ALX Apron Expansion Construction Administration Project” or the “**Project**”). The project was planned as a 2-phase construction project to allow the Airport to remain as operational as possible – due to funding constraints, only Phase 1 construction is planned at this time.

Phase 1 construction includes demolition of the north taxiway area and construction of approximately 7,500 SY of asphalt apron area with tie-downs. This phase also includes construction of a new apron connector taxiway and drainage improvements.

This project includes only the construction administration phase of these improvements.

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.



2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner’s terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date (“Amendment”). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.



5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.



6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual



Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.



- 6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

- 7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.



8. DOCUMENTS

- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect,



punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B or an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Huntsville, Alabama. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.



- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices; and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the



Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Alabama, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.



13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment
- Exhibit E – Certification of Engineer
- Exhibit F – Mandatory Federal Contract Provisions for Professional Services Contracts

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded. Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

CITY OF ALEXANDER CITY

GARVER, LLC

By: _____
Signature

By: *P. Ryan Sisemore*
Signature

Name: _____
Printed Name

Name: P. Ryan Sisemore
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: March 12, 2023

Attest: _____

Attest: *Jennifer H. Hays*



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Thomas C. Russell Field Airport in Alexander City, AL. The project was planned as a 2-phase construction project to allow the Airport to remain as operational as possible – due to funding constraints, only Phase 1 construction is planned at this time.

Phase 1 construction includes demolition of the north taxiway area and construction of approximately 7,500 SY of asphalt apron area with tie-downs. This phase also includes construction of a new apron connector taxiway and drainage improvements.



This project includes only the construction administration phase of these improvements. Work items under this contract include:

- Project Administration
- Bidding Services
- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services
- Project Closeout Services



1. PROJECT ADMINISTRATION

Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

Garver will assist in development of grant reimbursement packets for review, execution, and submittal to FAA/ALDOT by the Owner. Garver will assist in development of grant reimbursement packets for review, execution, and submittal to FAA / ALDOT by the Owner.

A. Project Kick-off Meeting

Garver will develop an outline and draft project scope to be presented to the Owner, ALDOT and FAA for project concurrence. This presentation will be conducted via teleconference.

B. FAA & ALDOT Grant Application Assistance

Garver will develop grant applications for submittal by Owner to FAA and ALDOT. Grant application packets include the Application for Federal Assistance - Form SF-424, Engineering Worksheet, Written Project Narrative/Justification, Sketches and Site Pictures.

C. FAA Sponsor Certification Assistance

Garver will assist the Owner with submission of the following Sponsor Certifications:

- Form FAA 5100-129 - Construction Project Final Acceptance
- Form FAA 5100-130 - Drug-Free Workplace
- Form FAA 5100-131 - Equipment and Construction Contracts
- Form FAA 5100-132 - Project Plans and Specifications
- Form FAA 5100-134 - Selection of Consultants
- Form FAA 5100-135 - Potential Conflicts of Interest
- FAA Certification Regarding Lobbying

D. FAA & ALDOT Funding Reimbursements

Garver will prepare and file requests for reimbursement upon approval of the Owner. Such requests for reimbursement will include Garver invoices and reimbursable administrative expenses incurred by the Owner.

E. FAA Grant Performance Quarterly and EOY Reports

Garver will prepare Grant Performance Quarterly Reports as well as the required end of year SF-271 and SF-425 reports for the project.



F. DBE Coordination

Garver will utilize the existing FY 2021-2023 DBE program and three-year Disadvantaged Business Enterprises (DBE) goal for the Owner's federal projects.

2. BIDDING SERVICES

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services.

A. Documents

Garver will provide the Owner with 1 electronic (PDF) version of the bidding documents. Garver will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process deposits for Bidding Documents through the use of an on-line plan room.

B. Advertisement for Bids

Garver will draft the advertisement for bids and coordinate publication of the advertisement according to Alabama state bid law. Advertising costs will be included in this item.

C. Addenda

Following official Requests for Information (RFIs), the Engineer will compose and distribute any necessary addenda. Such addenda are intended to interpret, clarify or expand the bidding documents.

D. Consultations

Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

E. Pre-Bid Meeting

Garver will conduct one (1) pre-bid meeting and provide clarifications on the plans and specifications.



F. Bid Opening

Garver will conduct the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

G. Award of Contract

Garver will assist the Owner in the execution of all contract documents, furnishing one copy of executed documents for both the Owner and Contractor.

3. CONSTRUCTION ADMINISTRATION SERVICES

During the construction phase of work, Garver will accomplish the tasks below.

A. Issued for Construction (IFC) Documents

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

B. Construction Management Plan

Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

C. Submittals

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.



D. Notice to Proceed & Preconstruction Meeting

Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

E. Progress Meetings

As a minimum, Garver's Project Engineer, and Resident Project Representative (RPR) will attend bi-weekly progress meetings with the Owner and Contractor. It is expected that 10 meetings will be held on-site, and 3 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

F. Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

G. RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

H. Progress Payments

Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.



I. Payroll Reviews

Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

J. DBE Compliance

Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

K. Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

L. Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

M. Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.



4. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES – BASE BID AND ADD ALTERNATE 1

Garver will provide full-time Resident Project Representative (RPR) services for the 147-calendar-day construction contract performance time. The proposed fee is based on approximately 10 hours per day, 5 days per week during the construction contract performance time for the RPR, plus an additional one (1) weeks for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.



5. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES – ADD ALTERNATE 2

Garver will provide full-time Resident Project Representative (RPR) services for the 42-calendar-day construction contract performance time. The proposed fee is based on approximately 10 hours per day, 5 days per week during the construction contract performance time for the RPR, plus an additional one (1) weeks for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.



6. MATERIALS TESTING SERVICES – BASE BID AND ADD ALTERNATE 1

Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

The scope of services to be provided shall be as described in TERRACON proposal #PE1221223 and will be limited to the following:

- Field sampling/soil laboratory testing and for cement treated subgrade soils
- Nuclear moisture/density testing for the earthwork
- Nuclear moisture/density testing and gradation for the aggregate base course
- Sample (6" x 12" cylinders – 1 set of 4 for each 50 cyds.) and test freshly mixed Portland Cement Concrete (PCC) for compressive strength, air content, slump, temperature and unit weight
- Verify hot mixed bituminous pavements for conformance with FAA requirements (one asphalt technician will be supplied to observe and document the supplier's quality control procedures in the supplier's accredited plant laboratory and to perform required quality assurance laboratory testing including PWL calculations). The contractor will provide TERRACON all laboratory testing equipment with current calibrations and materials necessary to complete our quality assurance laboratory testing scope.

7. MATERIALS TESTING SERVICES – ADD ALTERNATE 2

Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

The scope of services to be provided shall be as described in TERRACON proposal #PE1221223 and will be limited to the following:

- Field sampling/soil laboratory testing and for cement treated subgrade soils
- Nuclear moisture/density testing for the earthwork
- Nuclear moisture/density testing and gradation for the aggregate base course
- Sample (6" x 12" cylinders – 1 set of 4 for each 50 cyds.) and test freshly mixed Portland Cement Concrete (PCC) for compressive strength, air content, slump, temperature and unit weight
- Verify hot mixed bituminous pavements for conformance with FAA requirements (one asphalt technician will be supplied to observe and document the supplier's quality control procedures in the supplier's accredited plant laboratory and to perform required quality assurance laboratory testing including PWL calculations). The contractor will provide TERRACON all laboratory testing equipment with current calibrations and materials necessary to complete our quality assurance laboratory testing scope.



8. PROJECT CLOSEOUT SERVICES

At the conclusion of construction, Garver will assist the Owner with project closeout by providing the final project documents required for FAA grant closeout.

Construction Project Closeout documentation will include:

- Construction Pay Estimates & Change Orders
- Construction Materials Test Results
- Summarized Construction Schedule
- Weekly 5370-1 Construction Observation Form
- Final Construction Photos
- Final Project Budget
- Final Statement & Distribution of Project Costs
- Final SF-271
- Final SF-425
- Copies of Final Invoice

9. PROJECT DELIVERABLES

A The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA (electronic file).
- Construction Management Plan to the Owner, ALDOT and FAA
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner, ALDOT and FAA.
- Other electronic files as requested.

10. ADDITIONAL SERVICES

A The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- GIS Survey of completed project.



- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

11. SCHEDULE

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

12. OWNER OBLIGATIONS

In addition to those obligations set forth in the Agreement, Owner shall:

- Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
- Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Administration	\$8,700.00	LUMP SUM
Bidding Services	\$13,135.00	LUMP SUM
Construction Administration	\$49,430.00	COST + OM
On-Site RPR - Base Bid and AA1	\$154,140.00	COST + OM
On-Site RPR - AA2	\$49,120.00	COST + OM
Construction Materials Testing – BB & AA1	\$52,790.00	COST + OM
Construction Materials Testing – AA2	\$7,050.00	COST + OM
Construction Project Closeout	\$5,575.00	LUMP SUM
TOTAL FEE	\$339,940.00	

LUMP SUM ITEMS:

The lump sum amount to be paid under this Agreement is \$27,410.00. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

COST PLUS OPERATION MARGIN ITEMS

The Owner will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs of 191.01% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the Services plus an operating margin of 10% and a Facilities Capital Costs of Money (FCCM) of 0.29%. Estimated cost of these Services, including the fixed fee is \$312,530.00.

The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (5%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

In addition to the fees described above, for construction materials testing or other services provided by a sub-consultant, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for geotechnical services negotiated with TERRACON CONSULTANTS, INC., or a reasonable



alternative, as a subconsultant to Garver, which is estimated to be approximately \$52,500. The amount billed for the subconsultant's services will be the actual fee plus a five percent (5%) administrative markup.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about [month day, year].

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 -
Construction Administration**

Contract Fee

DIRECT SALARY COST		Project Administration Task A-1		Bidding Services Task A-2		Construction Admin Task A-3		On-Site RPR - Base Bid and AA1 Task A-4	
		MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
Classification	Rate								
E-1	\$32.44	0	\$0.00	28	\$908.32	0	\$0.00	0	\$0.00
E-2	\$41.90	8	\$335.20	0	\$0.00	166	\$6,955.40	0	\$0.00
E-3	\$49.56	8	\$396.48	0	\$0.00	0	\$0.00	0	\$0.00
E-4	\$58.82	29	\$1,705.78	30	\$1,764.60	110	\$6,470.20	0	\$0.00
E-5	\$69.96	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-1	\$34.99	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-2	\$52.44	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
D-1	\$29.71	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
D-2	\$39.49	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
AM-2	\$25.87	0	\$0.00	4	\$103.48	28	\$724.36	0	\$0.00
T-2	\$30.85	4	\$123.40	0	\$0.00	0	\$0.00	0	\$0.00
C-2	\$39.16	0	\$0.00	0	\$0.00	0	\$0.00	1100	\$43,076.00
S-5	\$52.36	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2-Man Survey Crew (S-3 + S-4)	\$61.21	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Subtotal: Salaries			\$2,560.86		\$2,776.40		\$14,149.96		\$43,076.00
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (191.01%)			\$4,891.50		\$5,303.20		\$27,027.84		\$82,279.47
Subtotal: Salaries and Overhead OPERATING MARGIN		15%	\$7,452.36 \$1,117.85	15%	\$8,079.60 \$1,211.94	10%	\$41,177.80 \$4,117.78	10%	\$125,355.47 \$12,535.55
DIRECT NON-PAYROLL COSTS									
Document Printing/Reproduction/Assembly			\$122.36		\$3,325.91		\$107.64		\$0.00
Postage/Freight/Courier			\$0.00		\$0.00		\$0.00		\$0.00
Office Supplies/Equipment			\$0.00		\$0.00		\$0.00		\$0.00
Survey Supplies			\$0.00		\$0.00		\$0.00		\$80.57
Mileage			\$0.00		\$458.50		\$3,668.00		\$5,043.50
Per Diem			\$0.00		\$51.00		\$267.75		\$11,000.00
Subtotal: Direct Non-Payroll Costs			\$122.36		\$3,835.41		\$4,093.39		\$16,124.07
DIRECT SUB-CONSULTANT COSTS									
Consultant / Subcontractor Fees			\$0.00		\$0.00		\$0.00		\$0.00
Consultant / Subcontractor - Admin Fee (5%)			\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - Direct Sub-Consultant Costs			\$0.00		\$0.00		\$0.00		\$0.00
FCCM Salaries - (0.29%)			\$7.43		\$8.05		\$41.03		\$124.92
TOTAL :			\$8,700.00		\$13,135.00		\$49,430.00		\$154,140.00

TOTAL FEE: \$339,940.00

Prepared by: 
Garver, LLC



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 -
Construction Administration**

Contract Fee

DIRECT SALARY COST		On-Site RPR - AA2 Task A-5		Const. Mat. Testing - BB & AA1 Task A-6		Const. Mat. Testing - AA2 Task A-7		Construction Project Closeout Task A.8	
		MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
Classification	Rate								
E-1	\$32.44	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
E-2	\$41.90	0	\$0.00	0	\$0.00	0	\$0.00	25	\$1,047.50
E-3	\$49.56	0	\$0.00	21	\$1,040.76	6	\$297.36	0	\$0.00
E-4	\$58.82	0	\$0.00	0	\$0.00	0	\$0.00	8	\$470.56
E-5	\$69.96	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-1	\$34.99	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
P-2	\$52.44	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
D-1	\$29.71	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
D-2	\$39.49	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
AM-2	\$25.87	0	\$0.00	5	\$129.35	1	\$25.87	4	\$103.48
T-2	\$30.85	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
C-2	\$39.16	350	\$13,706.00	0	\$0.00	0	\$0.00	0	\$0.00
S-5	\$52.36	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2-Man Survey Crew (S-3 + S-4)	\$61.21	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Subtotal: Salaries			\$13,706.00		\$1,170.11		\$323.23		\$1,621.54
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (191.01%)			\$26,179.83		\$2,235.03		\$617.40		\$3,097.30
Subtotal: Salaries and Overhead			\$39,885.83		\$3,405.14		\$940.63		\$4,718.84
OPERATING MARGIN		10%	\$3,988.58	10%	\$340.51	10%	\$94.06	15%	\$707.83
DIRECT NON-PAYROLL COSTS									
Document Printing/Reproduction/Assembly			\$0.00	\$110.96			\$134.37		\$143.63
Postage/Freight/Courier			\$0.00	\$0.00			\$0.00		\$0.00
Office Supplies/Equipment			\$0.00	\$0.00			\$0.00		\$0.00
Survey Supplies			\$101.09	\$0.00			\$0.00		\$0.00
Mileage			\$1,604.75	\$0.00			\$0.00		\$0.00
Per Diem			\$3,500.00	\$0.00			\$0.00		\$0.00
Subtotal: Direct Non-Payroll Costs			\$5,205.84		\$110.96		\$134.37		\$143.63
DIRECT SUB-CONSULTANT COSTS									
Consultant / Subcontractor Fees			\$0.00	\$46,600.00			\$5,600.00		\$0.00
Consultant / Subcontractor - Admin Fee (5%)			\$0.00	\$2,330.00			\$280.00		\$0.00
Subtotal - Direct Sub-Consultant Costs			\$0.00		\$48,930.00		\$5,880.00		\$0.00
FCCM Salaries - (0.29%)			\$39.75		\$3.39		\$0.94		\$4.70
TOTAL :			\$49,120.00		\$52,790.00		\$7,050.00		\$5,575.00

EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 - Construction Administration**

Task A-1 Project Administration

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	D-1	D-2	AM-2	T-2	C-2	S-5	SC
Project Kick-Off Meeting		4		2										
FAA & ALDOT Grant Application Assistance		2	4	12							4			
FAA Sponsor Certification Assistance				3										
FAA & ALDOT Funding Reimbursements			4	8										
FAA Grant Performance Quarterly and EOY Reports		2		4										
DBE Coordination														
Total Hours	0	8	8	29	0	0	0	0	0	0	4	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$122.36 Estimated
Postage/Freight/Courier	\$0.00 N/A
Office Supplies/Equipment	\$0.00 N/A
Survey Supplies	\$0.00 N/A
Mileage	\$0.00 N/A
Per Diem	\$0.00 N/A

SUB-CONSULTANTS

NA \$0.00



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 - Construction Administration**

Task A-2 Bidding Services

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	D-1	D-2	AM-2	T-2	C-2	S-5	SC
Documents	2													
Advertisement for Bids				2						2				
Addenda	4			4										
Consultations				2										
Pre-Bid Meeting	12			8										
Bid Opening	8			14										
Award of Contract	2									2				
Total Hours	28	0	0	30	0	0	0	0	0	4	0	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly
Postage/Freight/Courier
Office Supplies/Equipment
Survey Supplies
Mileage
Per Diem

\$3,325.91 Estimated Advertising
\$0.00 N/A
\$0.00 N/A
\$0.00 N/A
\$458.50 2 Day trips for 2 people. 350 miles/trip x 2 trips x \$0.655/mile
\$51.00 2 Day trips for 2 people. Per Diem = \$12.75/day x 2 people x 2 days

SUB-CONSULTANTS

\$0.00



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 - Construction Administration**

Task A-3 Construction Administration

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	D-1	D-2	AM-2	T-2	C-2	S-5	SC
Issued for Construction (IFC) Documents		4		2						2				
Construction Management Plan		8		2						2				
Submittals		4		16										
NTP & Preconstruction Meeting		14		10										
Progress Meetings		86		36										
Owner Coordination		4		6										
RFIs		6		6										
Progress Payments		4		12										
Payroll Reviews		6												
DBE Compliance		2												
Record Drawings		12								24				
Change Orders				12										
Final Inspection		16		8										
Total Hours	0	166	0	110	0	0	0	0	0	28	0	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$107.64 Estimated		
Postage/Freight/Courier	\$0.00 Estimated	N/A	\$0.00
Office Supplies/Equipment	\$50.00 Estimated		
Survey Supplies	\$0.00 Estimated		
Mileage	\$3,668.00 11 Day trips for 1 person. 5 Day trips for 2 people. 350 miles/trip x 16 trips x \$0.655/mile		
Per Diem	\$267.75 11 Day trips for 1 person. 5 Day trips for 2 people. Per Diem = (\$12.75/day x 11 days) + (\$12.75/day x 5 days x 2 people)		

SUB-CONSULTANTS



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 - Construction Administration**

Task A-4 On-Site Resident Project Representative Services - Base Bid and AA1

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	D-1	D-2	AM-2	T-2	C-2	S-5	SC
On-Site Resident Project Representative Services												1100		
Total Hours	0	0	0	0	0	0	0	0	0	0	0	1100	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$0.00 Estimated
 Postage/Freight/Courier \$0.00 Estimated
 Office Supplies/Equipment \$0.00 Estimated
 Survey Supplies \$80.57 Estimated
 Mileage \$5,043.50 22 Day trips for 1 person. 350 miles/trip x 22 trips x \$0.655/mile
 Per Diem \$11,000.00 110 Overnights for 1 person = \$100/night x 110 nights

SUB-CONSULTANTS

N/A \$0.00



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 - Construction Administration**

Task A-5 On-Site Resident Project Representative Services - AA2

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	D-1	D-2	AM-2	T-2	C-2	S-5	SC
On-Site Resident Project Representative Services												350		
Total Hours	0	0	0	0	0	0	0	0	0	0	0	350	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$0.00 Estimated
 Postage/Freight/Courier \$0.00 Estimated
 Office Supplies/Equipment \$0.00 Estimated
 Survey Supplies \$101.09 Estimated
 Mileage \$1,604.75 7 Trips for 1 person. 350 miles/trip x 7 trips x \$0.655/mile
 Per Diem \$3,500.00 35 Overnights for 1 person = \$100/night x 35 nights

SUB-CONSULTANTS

N/A \$0.00



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 - Construction Administration**

Task A-6 Construction Materials Testing Services - Base Bid and AA1

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	D-1	D-2	AM-2	T-2	C-2	S-5	SC
Materials Testing Services			21							5				
Total Hours	0	0	21	0	0	0	0	0	0	5	0	0	0	0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$110.96 Estimated
 Postage/Freight/Courier \$0.00 N/A
 Office Supplies/Equipment \$0.00 N/A
 Survey Supplies \$0.00 N/A
 Mileage \$0.00 N/A
 Per Diem \$0.00 N/A

SUB-CONSULTANTS

TERRACON \$46,600.00



EXHIBIT B - CONTRACT

**T.C. Russell Field Airport - ALX
Apron Expansion Phase 1 - Construction Administration**

Task A.8 Construction Project Closeout

WORK TASK DESCRIPTION	E-1	E-2	E-3	E-4	E-5	P-1	P-2	D-1	D-2	AM-2	T-2	C-2	S-5	SC
Construction Pay Estimates & Change Orders		2												
Construction Materials Test Results		4		2						2				
Summarized Construction Schedule		4		2										
Weekly 5370-1 Construction Observation Form		2								2				
Final Construction Photos		2												
Final Project Budget		4		2										
Final Statement & Distribution of Project Costs		4		2										
Final SF-271		1												
Final SF-425		1												
Copies of Final Invoice		1												

Total Hours 0 25 0 8 0 0 0 0 0 0 4 0 0 0 0

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$143.63 Estimated
 Postage/Freight/Courier \$0.00 Estimated
 Office Supplies/Equipment \$0.00 Estimated
 Survey Supplies \$0.00 N/A
 Mileage \$0.00 N/A
 Per Diem \$0.00 N/A

SUB-CONSULTANTS

NA \$0.00





**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CITY OF ALEXANDER CITY, AL
Project No. 23A01200**

AMENDMENT NO. ____

This Amendment No. ____, effective on the date last written below, shall amend the original contract between the City of Alexander City (“**Owner**”) and Garver, LLC (“**Garver**”), dated _____ (the “**Agreement**”).

This Amendment No. ____ adds/modifies the Services for the 2023 ALX Apron Expansion Const. Admin. Project.

WHEREAS, Owner intends to reconstruct and expand the existing apron, south of the terminal building and east of the parallel taxiway. (hereafter referred to as the “2023 ALX Apron Expansion Construction Administration Project” or the “Project”). This project includes only the construction administration phase of these improvements.

The Agreement is hereby modified as follows:

SECTION ____ – [Insert section heading]

Section ____ of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

CITY OF ALEXANDER CITY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date:

Date:

Attest: _____

Attest: _____



**EXHIBIT E
(ENGINEER'S CERTIFICATION)**

AIRPORT IMPROVEMENT AID PROJECT: 3-01-0005-XX-XXXX
STATE: ALABAMA

CERTIFICATION OF ENGINEER

I hereby certify that I am Jennifer Hunt Harp and duly authorized representative of the firm of GARVER, LLC, whose address is 5125-A Research Drive, Huntsville, AL 35805, and that neither I nor the above firm I here represent has:

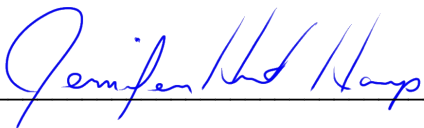
(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By 

DATE:

03-07-2023



EXHIBIT F
FAA MANDATORY CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will



not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – N/A

7. DEBARMENT AND SUSPENSION



By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

9. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

10. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

11. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without



regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which



this contract resulted;

- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement



contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b



above.

- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to



assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10)The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11)The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12)The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13)The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14)The Engineer shall designate a responsible official to monitor all employment related activity



to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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.
- II. If any funds other than Federal 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. Submission of this certification is a prerequisite for making or entering 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.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. SEISMIC SAFETY – N/A

16. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:



1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –



- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE



In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

From: [Harp, Jennifer, H](#)
To: [Amanda Thomas](#)
Subject: RE: ALX - Proposed Apron Expansion Construction Admin Contract
Date: Wednesday, April 5, 2023 8:30:38 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Amanda –

Right now, we are working through the Project Admin and Bidding Services tasks, which means the City is technically responsible for those phases (\$21,835) until the grant is awarded. Once the construction grant is in place, these expenses can be reimbursed and then the funding breakdown will be as follows:

Source	Percentage	Amount of Contract
FAA	90%	\$305,946
ALDOT	5%	\$16,997
City	5%	\$16,997
		\$339,940

Thanks – Jennifer

Jennifer Harp, PE
Garver
256-382-6006

From: Amanda Thomas <amanda.thomas@alexandercityal.gov>
Sent: Tuesday, April 4, 2023 8:47 AM
To: Harp, Jennifer, H <JHHarp@GarverUSA.com>
Subject: RE: ALX - Proposed Apron Expansion Construction Admin Contract

Good Morning Jennifer,

Can you explain to me the funding side of this? How much the City is responsible for and what the grant will pay for and how much? I am requesting this be on the 4/17/23 agenda.

From: Harp, Jennifer, H <JHHarp@GarverUSA.com>
Sent: Tuesday, March 14, 2023 3:08 PM
To: Amanda Thomas <amanda.thomas@alexandercityal.gov>
Cc: Jackson Hatton <jackson.hatton@alexandercityal.gov>; Woody Baird <woody.baird@alexandercityal.gov>
Subject: ALX - Proposed Apron Expansion Construction Admin Contract

Good Afternoon –

As the 2022 Apron Expansion Design Project is preparing to bid, we have drafted the attached Construction Administration contract to administer the grant, monitor construction and test materials.

Attached is the proposed 2023 Apron Expansion Construction Admin Agreement between Garver and the City of Alexander City. This proposed agreement includes the following:

- Project Administration
- Bidding Services
- Construction Admin
- On-Site RPR – Base Bid and AA1
- On-Site RPR – AA2 (will not be utilized if AA2 is not awarded)
- Construction Materials Testing – Base Bid and AA1
- Construction Materials Testing – AA2 (will not be utilized if AA2 is not awarded)
- Construction Project Closeout

This proposed agreement has been reviewed by ALDOT and the recommended changes have been incorporated. Upon the City's review and approval, please have the Mayor execute the engineering agreement and return a copy to my office (hard copy or electronic is fine).

Please let me know if you have any questions. And if you need me to schedule a call to present and/or explain the attached contract, please just let me know.

Thanks – Jennifer



Jennifer Harp, PE
Aviation Leader - Alabama
Aviation Team

📞 256-382-6006
📠 256-527-4121

The information contained in this e-mail and any accompanying documents are confidential, may be privileged, and is intended solely for the person and/or entity to whom it is addressed (i.e. those identified in the "To" and "cc" fields). They are the property of the City of Alexander City . Unauthorized review, use, disclosure, or copying of this communication, or any part thereof, is strictly prohibited and may be unlawful. If you have received this e-mail in error, please notify the sender and delete the e-mail, attachments, and any copies from your system. Thank you for your cooperation.

ORDINANCE

To Rezone Property Located on Highway 22 West from RR (Reserve Residential) to R3
(High Density Residential)

WHEREAS, Jerry and Diana Hatchett petitioned the City of Alexander City to rezone 5.79 acres of said property from RR (Reserve Residential) to R3 (High Density Residential); and

WHEREAS, the Planning Commission, at their meeting on March 14, 2023, recommended that said property be zoned R3, High Density Residential; and

WHEREAS, the public hearing was advertised for three (3) consecutive weeks in the Outlook, a newspaper of general circulation within the city limits of the City of Alexander City, and that the City Council of the City of Alexander City, at its public hearing on this date, considered said re-zoning and that such time and place all persons who desired had an opportunity to be heard in favor of or in opposition to named re-zoning.

BE IT ORDAINED by the City Council of Alexander City, that the Zoning Ordinance and the zoning map adopted therewith, is hereby amended to rezone 5.79 acres of the property described as:

2678 Highway 22 West

ALL other items and provisions of the Zoning Ordinance of the City of Alexander City not herein specifically amended shall remain in full force and effect.

This Ordinance shall become effective upon its passage and publication as required by law.

ADOPTED THIS 17TH DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

Publication Date: _____, 2023

I, City Clerk of the City of Alexander City, Alabama, hereby certify that the above and foregoing Ordinance is a true, correct and complete copy of the Ordinance adopted on April 17, 2023 by the City Council of the City of Alexander City, Alabama.

This, 17th day of April, 2023

Stephanie J. Southerland
City Clerk

SEAL



City Council Public Hearing

281 James D. Nabors Drive
Council Chambers
Monday, April 17, 2023 --- Meeting at 5:30 p.m.

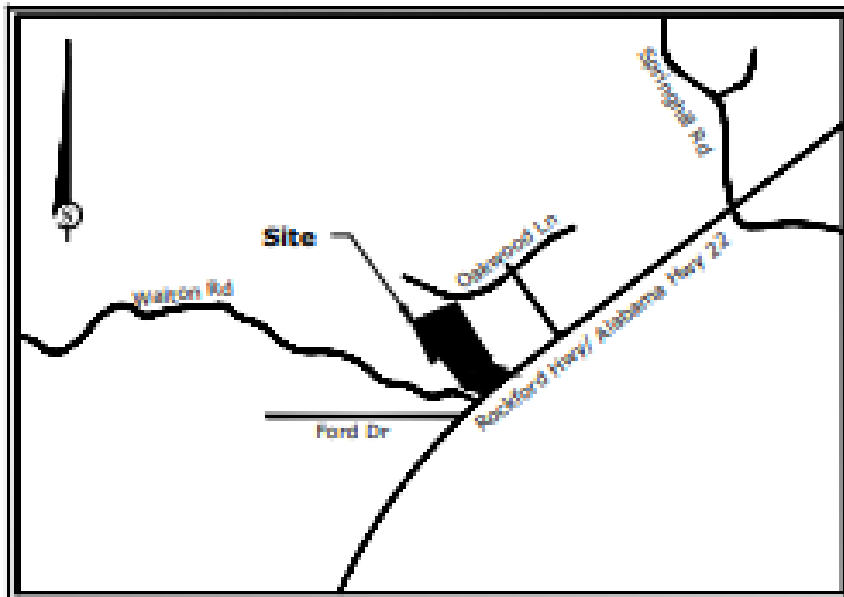
The City Council of the City of Alexander City, Alabama, will have a public hearing on Monday, April 17, 2023, to hear public comments concerning the below described property:

- A. Jerry & Diana Hatchett
- B. City of Alexander City Municipal Complex:
281 James D. Nabors Drive, Alexander City, AL 35010
- C. Property Location: 2678 Hwy 22 West
5.79 acres
- D. To rezone a property within the Alexander City Corporate Limits from
RR - (Reserve Residential) to R3 - (High Density Residential)
- E. Monday, April 17, 2023 at 5:30 p.m.

The meetings will be accessible to all persons on a first-come, first-served basis. If you or someone attending have a disability which may require special services, materials or assistance or need further information, please contact Stephanie Southerland at (256) 329-6708.

Stephanie J. Southerland, City Clerk

Date & Time Posted



RESOLUTION

To Authorize the Mayor to Enter into an Agreement with RecDesk, LLC for Parks & Recreation Management Software

WHEREAS, the City of Alexander City Parks and Recreation department has a need to streamline registrations, facility reservations, and allow for easily accessible notifications; and

WHEREAS, RecDesk, LLC has presented an agreement that will meet those needs at a pro-rated cost of \$5,258.00 for the remainder of this fiscal year, and \$7,300 per year thereafter; and

WHEREAS, the base subscription fee covers the first \$500,000.00 worth of transactions; and

WHEREAS, any transactions above this amount will be assessed a .75% transaction fee.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City that the mayor is hereby authorized to enter into an agreement with RecDesk, LLC and sign any and all documents related to this Agreement.

ADOPTED THIS 17TH DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk

**PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS)
AGREEMENT BETWEEN ALEXANDER CITY, AL AND RECDESK LLC**

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 14th day of March, 2023 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and ALEXANDER CITY, AL ("Customer").

1. **Engagement.** Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2. **Agreement Term.** The initial term of this agreement will be 3/1/2023 - 9/30/2024. This Agreement will terminate and without further obligation on the part of the Customer on 9/30/2024. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 10/1 and terminating on 9/30 of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3. **Fees and Payment.**

a. **Base Subscription Fee.** Customer agrees to pay RecDesk a base subscription fee of **\$7300** per year. This fee is payable at beginning of new annual term and based on estimated system utilization numbers (*i.e. Program Registrations, Reservations, Memberships, POS Transactions*) provided by The Customer in November 2022 (see attached *RecDesk Data Use Questionnaire*).

● PAYMENT 1 (<i>Prorated Term</i>)	\$5258
○ Prorated Subscription Term 3/1/23 - 9/30/23	\$4258
○ One-Time GIS Import	\$1200
● PAYMENT 2 (<i>Full Term 10/1/23 - 9/30/24</i>)	\$7300

b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a

quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than \$500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. Training.

1. Trainer-Led Online Training – \$0 (Included)
2. Onsite Training (Optional) - \$1000/day plus \$50 per diem plus all travel and lodging expenses
3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then \$100 per hour thereafter

d. Data Migration and Financial System Integration (optional).

1. Migration of Customer Data to RecDesk – one-time \$1200 fee
2. Custom Financial System Extract – one-time \$1200 fee
3. GIS Address Import for Residency – one time **\$1200** fee

e. Other Fees

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades – Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent Community Portal Redesign/Refresh - \$0 - Every 3 years (includes - first three (3) hours -\$125 for each additional hour thereafter)

4. Indemnification and Hold Harmless. RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. No Agency Relationship. This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offeror. RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure**. RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement**. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

8. **Governing Law and Venue**. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama and venue shall be exclusively in the state of Alabama.

9. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice**. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

ALEXANDER CITY, AL

To RecDesk

RecDesk LLC
Attn: Mike Morris
300 Plaza Middlesex
Middletown, CT 06457

11. **Waiver of Contractual Right**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Insurance**. During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation – Statutory Coverage
Professional Liability - \$1MM per claim
Cyber Liability - \$1MM per occurrence /\$1MM aggregate
Comprehensive General Liability

Bodily Injury - \$1MM per occurrence /\$2MM aggregate
Property Damage - \$1MM per occurrence /\$2MM aggregate

13. **Ownership of Software.** Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

14. **Warranty.** If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such a situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CUSTOMER

Name: _____ Signature: _____

Title: _____ Date: _____

RECDESK

Name: Michael J. Morris Signature: _____

Title: President Date: _____

Exhibit "A" - Services Provided

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and “customers” of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the “Public”) will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860-467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at <http://help.recdesk.com>

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer’s preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a separate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups – RecDesk (via partner Amazon Web Services – AWS) performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure includes dedicated virtual servers located in AWS’s northern VA facility.

Exporting of Data – If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is \$125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the “Services”) and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their Members and our Website visitors. Our Privacy Rules summarize this commitment.

1. We do not reveal any personally identifiable information that we collect about you, your use of the Services or any information that you post on your Site to anyone else.
2. Unless you choose otherwise, RecDesk LLC shares information about you only on a basis that does not personally identify you, your Organization or your Members.
3. We use industry-standard technology and other means to keep your information as secure as possible.
4. Your organization owns the data. We just act as the caretaker for it. RecDesk does not share or sell any personally identifiable information about your organization or its members

RecDesk Data Use Questionnaire

Please complete the following form in order for us to generate a custom quote.

Email *

kasey.kaschak@alexandercityal.gov

Name of Organization *

Alexander City AL

What is the size of the population you serve? *

15,000

Name *

Kasey Kaschak

Phone Number *

2565990050

Today's Date *

MM DD YYYY

11 / 28 / 2022

How did you hear of us?

If you're not sure, just enter Not Sure ;)

Phx City

Who are you using for your current software?

paper

----- PROGRAMS & ACTIVITIES -----

What were the approximate number of Programs/Classes you offered in 2021? *

10-50



How many TOTAL registrations did you receive for programs in 2021?

This number should reflect the TOTAL number of registrations for ALL programs/classes considered in previous question. Please do not consider unique users here - if Sally registers for 7 programs she counts 7 times.

1300

How many total registrations do you anticipate in 2022 & 2023?

Separate 2021 and 2022 estimates with a comma. (i.e "1500, 1800") - This number should reflect the TOTAL number of registrations for ALL programs/classes considered in previous question. Please do not consider unique users here - if Sally registers for 7 programs she counts 7 times.

1300,1400

----- FACILITIES & RESERVATIONS -----

How many different physical Facilities/Fields do you manage Scheduling & Reservations for? *

10-50



How many Reservations did you have at these facilities in 2021? *

200

How many Reservations do you anticipate in 2022 & 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "650, 725")

250

** MEMBERSHIPS **

4. How many different Membership types are offered annually? *

1-5



Approximate number of overall members you expect to enroll in these Memberships in 2022 and 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "400, 600")

1400

Check all that apply to memberships:

Seasonal Outdoor

Aquatics

Senior Center

Rec Center / Gymnasium

Other:

Will you be using Memberships to record facility Check-Ins?

Yes

No

Not Applicable

----- LEAGUES -----

5. Will you be managing/scheduling Leagues through RecDesk? *

- Yes
- No

If Yes, approximately how many Teams? (across All Leagues)

60

If Yes, approximately how many Participants/Players? (across ALL Teams)

660

----- POS (Point-of-Sale) -----

6. If you plan on using our Point of Sale (POS) system, how many venues will it be used? *

POS functionality, from a RecDesk perspective, is used for incidental sales of goods & services such as food, beverages, equipment or similar (not Registrations, Reservations, Memberships etc)

None ▼

If you are using POS do you have a sense of the "raw" number of transactions you would process through it in 2022 & 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "10,000, 12,000")

0

----- INVOICING & FINANCIAL -----

When is your budget year? (IE: Jan July Oct Dec) *

Oct

What was your revenue in 2021? *

153,000.00

What is your anticipated revenue for 2022 &2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "\$600K, \$850K")

170,000

----- OTHER -----

If you have any questions or comments you would like addressed please feel free to let us know here.

This form was created inside of RecDesk LLC.



**PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS)
AGREEMENT BETWEEN ALEXANDER CITY, AL AND RECDESK LLC**

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 14th day of March, 2023 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and ALEXANDER CITY, AL ("Customer").

1. **Engagement.** Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2. **Agreement Term.** The initial term of this agreement will be 3/1/2023 - 9/30/2024. This Agreement will terminate and without further obligation on the part of the Customer on 9/30/2024. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 10/1 and terminating on 9/30 of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3. **Fees and Payment.**

- a. **Base Subscription Fee.** Customer agrees to pay RecDesk a base subscription fee of **\$7300** per year. This fee is payable at beginning of new annual term and based on estimated system utilization numbers (*i.e. Program Registrations, Reservations, Memberships, POS Transactions*) provided by The Customer in November 2022 (see attached *RecDesk Data Use Questionnaire*).

● PAYMENT 1 (<i>Prorated Term</i>)	\$5258
○ Prorated Subscription Term 3/1/23 - 9/30/23	\$4258
○ One-Time GIS Import	\$1200
● PAYMENT 2 (<i>Full Term 10/1/23 - 9/30/24</i>)	\$7300

- b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a

quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than \$500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. Training.

1. Trainer-Led Online Training – \$0 (Included)
2. Onsite Training (Optional) - \$1000/day plus \$50 per diem plus all travel and lodging expenses
3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then \$100 per hour thereafter

d. Data Migration and Financial System Integration (optional).

1. Migration of Customer Data to RecDesk – one-time \$1200 fee
2. Custom Financial System Extract – one-time \$1200 fee
3. GIS Address Import for Residency – one time **\$1200** fee

e. Other Fees

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades – Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent Community Portal Redesign/Refresh - \$0 - Every 3 years (includes - first three (3) hours -\$125 for each additional hour thereafter)

4. Indemnification and Hold Harmless. RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. No Agency Relationship. This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offeror. RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure**. RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement**. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

8. **Governing Law and Venue**. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama and venue shall be exclusively in the state of Alabama.

9. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice**. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

ALEXANDER CITY, AL

To RecDesk

RecDesk LLC
Attn: Mike Morris
300 Plaza Middlesex
Middletown, CT 06457

11. **Waiver of Contractual Right**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Insurance**. During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation – Statutory Coverage
Professional Liability - \$1MM per claim
Cyber Liability - \$1MM per occurrence /\$1MM aggregate
Comprehensive General Liability

Bodily Injury - \$1MM per occurrence /\$2MM aggregate
Property Damage - \$1MM per occurrence /\$2MM aggregate

13. **Ownership of Software.** Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

14. **Warranty.** If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such a situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CUSTOMER

Name: _____ Signature: _____

Title: _____ Date: _____

RECDESK

Name: Michael J. Morris Signature: _____

Title: President Date: _____

Exhibit "A" - Services Provided

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and “customers” of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the “Public”) will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860-467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at <http://help.recdesk.com>

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer’s preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a separate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups – RecDesk (via partner Amazon Web Services – AWS) performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure includes dedicated virtual servers located in AWS’s northern VA facility.

Exporting of Data – If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is \$125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the “Services”) and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their Members and our Website visitors. Our Privacy Rules summarize this commitment.

1. We do not reveal any personally identifiable information that we collect about you, your use of the Services or any information that you post on your Site to anyone else.
2. Unless you choose otherwise, RecDesk LLC shares information about you only on a basis that does not personally identify you, your Organization or your Members.
3. We use industry-standard technology and other means to keep your information as secure as possible.
4. Your organization owns the data. We just act as the caretaker for it. RecDesk does not share or sell any personally identifiable information about your organization or its members

RecDesk Data Use Questionnaire

Please complete the following form in order for us to generate a custom quote.

Email *

kasey.kaschak@alexandercityal.gov

Name of Organization *

Alexander City AL

What is the size of the population you serve? *

15,000

Name *

Kasey Kaschak

Phone Number *

2565990050

Today's Date *

MM DD YYYY

11 / 28 / 2022

How did you hear of us?

If you're not sure, just enter Not Sure ;)

Phx City

Who are you using for your current software?

paper

----- PROGRAMS & ACTIVITIES -----

What were the approximate number of Programs/Classes you offered in 2021? *

10-50



How many TOTAL registrations did you receive for programs in 2021?

This number should reflect the TOTAL number of registrations for ALL programs/classes considered in previous question. Please do not consider unique users here - if Sally registers for 7 programs she counts 7 times.

1300

How many total registrations do you anticipate in 2022 & 2023?

Separate 2021 and 2022 estimates with a comma. (i.e "1500, 1800") - This number should reflect the TOTAL number of registrations for ALL programs/classes considered in previous question. Please do not consider unique users here - if Sally registers for 7 programs she counts 7 times.

1300,1400

----- FACILITIES & RESERVATIONS -----

How many different physical Facilities/Fields do you manage Scheduling & Reservations for? *

10-50



How many Reservations did you have at these facilities in 2021? *

200

How many Reservations do you anticipate in 2022 & 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "650, 725")

250

** MEMBERSHIPS **

4. How many different Membership types are offered annually? *

1-5



Approximate number of overall members you expect to enroll in these Memberships in 2022 and 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "400, 600")

1400

Check all that apply to memberships:

Seasonal Outdoor

Aquatics

Senior Center

Rec Center / Gymnasium

Other:

Will you be using Memberships to record facility Check-Ins?

Yes

No

Not Applicable

----- LEAGUES -----

5. Will you be managing/scheduling Leagues through RecDesk? *

- Yes
- No

If Yes, approximately how many Teams? (across All Leagues)

60

If Yes, approximately how many Participants/Players? (across ALL Teams)

660

----- POS (Point-of-Sale) -----

6. If you plan on using our Point of Sale (POS) system, how many venues will it be used? *

POS functionality, from a RecDesk perspective, is used for incidental sales of goods & services such as food, beverages, equipment or similar (not Registrations, Reservations, Memberships etc)

None ▼

If you are using POS do you have a sense of the "raw" number of transactions you would process through it in 2022 & 2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "10,000, 12,000")

0

----- INVOICING & FINANCIAL -----

When is your budget year? (IE: Jan July Oct Dec) *

Oct

What was your revenue in 2021? *

153,000.00

What is your anticipated revenue for 2022 &2023? *

Separate 2022 and 2023 estimates with a comma. (i.e "\$600K, \$850K")

170,000

----- OTHER -----

If you have any questions or comments you would like addressed please feel free to let us know here.

This form was created inside of RecDesk LLC.



RESOLUTION

To Appoint Chante´ M. Ruffin to the Board of Education

WHEREAS, there will be a vacancy on the Board of Education on May 31, 2023 due to the term expiration of Chante´ M. Ruffin; and

WHEREAS, Section 16-11-3, Code of Alabama, 1975, as amended requires the City Council to appoint members of the Board of Education; and

WHEREAS, the vacancy was announced at its regular meeting held on March 3, 2023; and

WHEREAS, applications were accepted through March 31, 2023 and the current member was the only applicant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Chante´ M. Ruffin is hereby re-appointed to fill said vacancy effective June 1, 2023, and said term shall expire on May 31, 2028, or until a successor is duly qualified and appointed.

ADOPTED THIS 17TH DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

DRAFT

RESOLUTION

To Accept the Fiscal Year 2020 Audit

WHEREAS, at its regularly scheduled meeting held on April 3, 2023, Jason Harpe, of Carr, Riggs and Ingram, presented the FY 2020 audit; and

WHEREAS, after careful consideration and discussion, the City Council wishes to acknowledge receipt and acceptance of said audit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City hereby acknowledges receipt and acceptance of the FY 2020 audit as presented and prepared by the independent audit firm of Carr, Riggs and Ingram, LLC.

ADOPTED THIS 17TH DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

RESOLUTION

To Nominate Three (3) Citizens for Consideration to be Appointed to the Tallapoosa County Board of Equalization

WHEREAS, Section 40-3-2, Code of Alabama, 1975, requires the governing bodies of the state’s incorporated municipalities to submit nominations to the Alabama Department of Revenue (ALDOR) for members of their County Boards of Equalization; and

WHEREAS, the nominees must have lived in the county for at least five (5) years, own taxable property in the county, be registered as a qualified elector in the county, and not hold any public office or government employment; and

WHEREAS, the City Council of the City of Alexander City hereby nominates the following citizens:

- 1. _____
- 2. _____
- 3. _____

NOW, THEREFORE, BE IT RESOLVED that the City Clerk is hereby authorized to submit the above-mentioned names to the ALDOR for the Board of Equalization.

ADOPTED THIS 17TH DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis "Woody" Baird
Mayor

Yeas: _____

Nays: _____

DRAFT

March 13, 2023

TO THE GOVERNING BODIES OF ALL MUNICIPALITIES

Section 40-3-2, Code of Ala. 1975, requires the governing bodies of the state's incorporated municipalities to submit nominations to the Alabama Department of Revenue (ALDOR) for members of their County Boards of Equalization. The specific requirements for municipalities are below:

- The governing body of the largest municipality in the county must nominate three persons.
- The governing bodies of all other incorporated municipalities may nominate one person.

All nominees must:	
<ul style="list-style-type: none">• Be competent to serve• Reside in the county for at least 5 years• Own taxable real property in the county	<ul style="list-style-type: none">• Be registered as a qualified elector in the county• Not hold any public office or government employment

To ensure adequate time for boards to be appointed, please submit your nominations on the enclosed form by August 1, 2023. Forms may either be emailed or mailed to:

PropertyTaxDivision@revenue.alabama.gov

ALDOR, Property Tax Division
P.O. Box 327210
Montgomery, AL 36132-7210

From the names submitted, ALDOR will select one for appointment as a member of your County Board of Equalization. The remaining two members of your County Board of Equalization will be appointed through a similar nomination process by the county commission and the county board of education.

Please be sure to communicate with these other nominating bodies in your county to avoid duplicating nominations of the same individuals by the municipalities, commission, and board of education.

If you have questions, call the Property Tax Division at 334-242-1525.

Sincerely,



Vernon Barnett
Commissioner

VB:bc
Enclosures

MUNICIPALITY

**OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2023**

STATE OF ALABAMA)
)
_____ County) _____ City or Town

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the governing body of the above municipality, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Ala. 1975, each nominee has been a resident of this county for at least five years, is an owner of taxable real property located within this county, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he/she is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

- 1. _____ Name (As usually signed)
_____ Exact Post Office Address

- 2. _____ Name (As usually signed)
_____ Exact Post Office Address

- 3. _____ Name (As usually signed)
_____ Exact Post Office Address

Signatures of all members of the governing body of the above municipality.

DATE: _____, _____

RESOLUTION

To Amend the FY23 Personnel Authorization List for Water Distribution

WHEREAS, the Code of Alexander City, Alabama, Section 70-24 states that “The mayor shall draft, or cause to be drafted, the personnel rules and regulations of the city”; and

WHEREAS, Water Distribution is requesting the need to reclassify two (2) employees for Lead Position, Grade 12 to Supervisor, Grade 15; and

WHEREAS, due to the continued growth of the city’s infrastructure, it is imperative to retain knowledgeable and experienced employees; and

WHEREAS, if approved, these two (2) reclassifications will not affect the city’s budget.

NOW, THEREFORE, BE IT RESOLVED that two (2) Lead positions in Water Distribution be reclassified as Supervisor, effective on this date.

ADOPTED THIS 17th DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17th DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas:

Nays:

Curtis "Woody" Baird
Mayor
Stephanie J. Southerland
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

To: Council Members

Over the past 2 and ½ years the Water Department has been decimated by People retiring, leaving for jobs with Tallapoosa County, and leaving because of pay. The Department currently has four new employees, one of which has one year experience, and the other three has only a few months.

With the many leaks on our failing infrastructure, numerous projects, and the tremendous growth in our southern corridor, it has been difficult to keep up with this demand. I have divided the department into two crews and placed two capable employees with knowledge of our system, and that are (Safety First) oriented over these crews.

I respectfully ask the Council to approve a change in the Water Department's Organization chart to elevate these two capable employees to the title of Supervisor. This move would put the Water Department in line with many of the other departments.

I have been in discussion with the Water Services Director, The Mayors' office, Human Resources, and Finance Director. All are in agreement and the change would keep us in budget.

It is imperative that we hold on to the very knowledgeable and experienced employees that we currently have. This change would help to do that, and also give the new employees the motivation to keep learning and to strive for a better position in the future.

I respectfully ask for your help in this matter so we can keep the water flowing for this Great City and its Citizens.

Sincerely,
David Hogan
Superintendent,
Water Department

RESOLUTION

To Authorize the Mayor to File a Pre-Application and Application for State and Federal Funds for Apron Expansion and Taxilane Construction Project (23A010200) at the Thomas C. Russell Field Airport

WHEREAS, the City of Alexander City, Alabama (“the City”) owns and operates the Thomas C. Russell Airfield (“Russell Airport”); and

WHEREAS, the Russell Airport is an important facility to the City and its citizen in that it supports and promotes economic development and commerce, air travel and enjoyment of the citizens and others in the Alexander City area; and

WHEREAS, it is prudent for the City to maintain, update and expand the Russell Airport facility; and

WHEREAS, the City intends to enter into apron expansion and taxilane construction projects; and

WHEREAS, the cost of both projects can be shared with the Federal Aviation Administration (FAA) and the State of Alabama Department of Transportation (ALDOT) upon the City entering into an airport improvement funding agreement (“the Agreement”); and

WHEREAS, the total cost of the projects is estimated to be \$339,940.00, with the FAA’s share being 90% (\$305,946.00), ALDOT’s share being 5% (\$16,997.00) and the City’s share being 5% (\$16,997.00), which amount has been approved and placed into the budget by the City Council of Alexander City; and

WHEREAS, the City is an incorporated municipality and is legally authorized to enter into contracts for such projects with the FAA and ALDOT;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the mayor is hereby authorized to execute a pre-application and application for airport improvement funding assistance with the FAA and ALDOT, for the purpose of design and construction of apron expansion and taxiway construction projects at the Thomas C. Russell Airfield in the fiscal year of 2023.

ADOPTED THIS 17TH DAY OF APRIL, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 17TH DAY OF APRIL, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas:

Nays:

RESOLUTION BOOK 23-

RESOLUTION NO. 22-92

A Resolution to Authorize the Mayor to file a Pre-Application and Application for State and Federal Funds for Apron Expansion and Taxilane Construction project at the Thomas C. Russell Field Airport

WHEREAS, the City of Alexander City intends to design and construct an Apron Expansion and Taxilane Construction project at the Thomas c. Russell Field Airport; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Alexander City, that the Mayor be and is hereby authorized to execute a pre-application for airport improvement funding assistance from the Federal Aviation Administration (FAA) and State of Alabama Department of Transportation (ALDOT), for the purpose of undertaking an Apron Expansion and Taxilane Construction project in fiscal year 2023 at the Thomas C. Russell Field Airport.

AND, That the pre-application be submitted for and on behalf of the City of Alexander City by its Mayor who is authorized by this resolution to sign the pre-application and any related forms or documents on behalf of the City of Alexander City.

AND, That upon receipt of FAA and ALDOT project concurrence, the Mayor is hereby authorized to execute an application for airport improvement funding assistance from the Federal Aviation Administration (FAA) and State of Alabama Department of Transportation (ALDOT), for the purpose of undertaking an Apron Expansion and Taxilane Construction project in fiscal year 2023 at the Thomas C. Russell Field Airport.

AND, That the application be submitted for and on behalf of the City of Alexander City by its Mayor who is authorized by this resolution to sign the application and any related forms or documents on behalf of the City of Alexander City.

AND, That the City of Alexander City is authorized to enter into an airport improvement funding agreement with the FAA and the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking an Apron Expansion and Taxilane Construction project at the Thomas C. Russell Field Airport, with partial funding provided by the FAA and the State of Alabama.

AND, That the agreement be executed in the name of the City of Alexander City for and on behalf of the City of Alexander City by its Mayor.

AND, That the authority of the City of Alexander City to enter into contracts with the State of Alabama and the FAA has been reviewed by the City's attorney, and in his/her opinion, the City of Alexander City is duly authorized to commit the City of Alexander City to an agreement with the Alabama Department of Transportation and the FAA.

BE IT FURTHER RESOLVED, that the City of Alexander City hereby affirms that the local matching share of funds in the amount required for this airport improvement project has been officially approved, placed into the budget of the airport and is available for expenditure upon execution of the State of Alabama and FAA's funding agreements and the start of the project.

ADOPTED AND APPROVED this 12th of September 2022.

Resolution: 22-92

ATTEST:

Amanda F. Thomas

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-92** which was adopted by the City Council on this 12th of September 2022.

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

Amanda F. Thomas

City Clerk of the
City of Alexander City, Alabama



SEAL

Yeas: Tapley, Colvin, Hardy, E. Brown, C. Brown, Keel

Nays: none



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230404091236634

Type License: 220 - BREWPUB **State:** \$1,000.00 **County:** \$500.00
Type License: **State:** **County:**
Trade Name: LAKE MARTIN BREWING **Filing Fee:** \$50.00
Applicant: LAKE MARTIN BREWING LLC **Transfer Fee:**
Location Address: 82 COURT SQUARE ALEXANDER CITY, AL 35010
Mailing Address: [REDACTED] ALEXANDER CITY, AL 35010
County: TALLAPOOSA **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 001-046-566
Do you sell Draft Beer?:
Date Incorporated: 10/27/2022 **State incorporated:** AL **County Incorporated:**
Date of Authority:
Federal Tax ID: 92-1380769 **Alabama State Sales Tax ID:** R011717226

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES EDWARD DURRETT JR [REDACTED]	OWNER	[REDACTED] LOUISVILLE, KENTUCKY	49 ALE [REDACTED] 35010

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: ED DURRETT
Business Phone: [REDACTED]
Fax: [REDACTED]

Home Phone: [REDACTED]
Cell Phone:
E-mail: LAKEMARTINBREW@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230404091236634

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: LAKE MARTIN BREWING LLC

What is lessors primary business? OWNED AND A BREWERY/RESTAURANT

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? YES

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: 1600 Display Square Footage:

Building seating capacity: 93 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: 20230404091236634

Initial each

JED

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

JED

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

JED

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.

JED

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.

JED

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.

JED

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): *James E Durrett JR.*

Signature of Applicant: *[Signature]*

Notary Name (print): *Jessica Wilson Cairo*

Notary Signature: *Jessica Wilson Cairo*

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: _____



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230404091236634

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

- Does the club charge and collect dues from elected members?
- Number of paid up members:
- Are meetings regularly held?
- How often?
- Is business conducted through officers regularly elected?
- Are members admitted by written application, investigation, and ballot?
- Has Agent verified membership applications for each member listed?
- Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
- For what purpose is the club organized?
- Does the property used, as well as the advantages, belong to all the members?
- Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

- Is it for 30 days or less?
- More than 30 days?
- Franchisee or Concessionaire of above?
- Other valid responsible organization:
- Explanation:

Special Events / Special Retail (7 days or less)

- Starting Date: Ending Date:
- Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

- Starting Date: Ending Date:
- Special terms and conditions for special event/special retail:

Other Explanations

- Is the lessor involved in any way with the alcohol beverage business?: THE APPLICANT OWNS THE PROPERTY.
- Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT OWNS THE PROPERTY.

Receipt Confirmation Page

Receipt Confirmation Number: **20230404091236634**
Application Payment Confirmation Number: **91046338**

Payment Summary	
Payment Item	Fee
Application Fee for License 220	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
220 - BREWPUB	\$500.00	\$1,000.00	\$1,500.00
			\$0.00
Total Amount to be Charged	\$500.00	\$1,000.00	\$1,500.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 220 - BREWPUB
License Type 2:
License County: TALLAPOOSA
Business Type: LLC
Trade Name: LAKE MARTIN BREWING
Applicant Name: LAKE MARTIN BREWING LLC
Location Address: 82 COURT SQUARE
ALEXANDER CITY, AL 35010
Mailing Address: 497 HILLABEE STREET
ALEXANDER CITY, AL 35010
Contact Person: ED DUBRETT
Contact Home Phone: [REDACTED]
Contact Business Phone: [REDACTED]
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230404094545761

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$150.00
Type License: **State:** **County:**
Trade Name: LAKE MARTIN BREWING **Filing Fee:** \$50.00
Applicant: LAKE MARTIN BREWING LLC **Transfer Fee:**
Location Address: 82 COURT SQUARE ALEXANDER CITY, AL 35010
Mailing Address: [REDACTED] ALEXANDER CITY, AL 35010
County: TALLAPOOSA **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 001-046-566
Do you sell Draft Beer?:
Date Incorporated: 10/27/2022 **State incorporated:** AL **County Incorporated:**
Date of Authority:
Federal Tax ID: 92-1380769 **Alabama State Sales Tax ID:** R011717226

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES EDWARD DURRETT JR [REDACTED]	OWNER	[REDACTED], KENTUCKY	ALEXANDER [REDACTED] 35010

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? NO
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: ED DURRETT
Business Phone: [REDACTED]
Fax:

Home Phone: [REDACTED]
Cell Phone:
E-mail: LAKEMARTINBREW@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: LAKE MARTIN BREWING
Applicant: LAKE MARTIN BREWING LLC

Previous License Number(s)
License 1: 20230404091236634
License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230404094545761

If applicant is leasing the property, is a copy of the lease agreement attached?
 Name of Property owner/lessor and phone number: LAKE MARTIN BREWING LLC
 What is lessors primary business? OWNED AND A BREWERY/RESTAURANT
 Is lessor involved in any way with the alcoholic beverage business? YES
 Is there any further interest, or connection with, the licensee's business by the lessor? YES

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: 1600 Display Square Footage:
 Building seating capacity: 93 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: 20230404094545761

Initial each

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

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

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.

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.

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.

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): JAMES E DURRETT JR

Signature of Applicant:

Notary Name (print): Jessica Wilson Cairo

Notary Signature:

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: _____



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230404094545761

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: THE APPLICANT OWNS THE PROPERTY.

Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT OWNS THE PROPERTY.

Receipt Confirmation Page

Receipt Confirmation Number: **20230404094545761**
Application Payment Confirmation Number: **91047068**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$150.00	\$300.00	\$450.00
			\$0.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License County: TALLAPOOSA

Business Type: LLC

Trade Name: LAKE MARTIN BREWING

Applicant Name: LAKE MARTIN BREWING LLC

Location Address: 82 COURT SQUARE
ALEXANDER CITY, AL 35010

Mailing Address: 497 HILLABEE STREET
ALEXANDER CITY, AL 35010

Contact Person: ED DURRETT

Contact Home Phone:

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: OWNER



**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 Municipal Code Section 62-64, as amended. All *Special Events* must be in compliance with Ordinance No. 23-12 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 Clerk long with completed Event application, proof of liability insurance listing the City of Alexander City, Alabama as an additional insured and/or signed Hold Harmless Agreement, with the set facility fee.

Per Ordinance 23-12, 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 4:30 P.M. thirty (30) days prior to the meeting.

Name of Organization: Lake Martin Young Professionals / AC Chamber

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

Describe Other: _____

Date(s) Requested: May 4th, June 1st, July 6th, August 3rd

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

List Other: _____

Property outside A&E District: _____

Event Name: Strand Sessions

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

Address: _____

City: _____ State/Zip: _____

Email: _____

Cell: _____ Other Phone: _____

Goals for Event: Utilizing downtown A+E District to provide free live music for residents; promoting local musical Artist ☺

Descriptive Summary of Event: Free live music concerts on the first Thursday of the months May, June, July, and August.

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

By attracting guests to downtown Alex city to be entertained by artists

Benefit to Downtown Economy Guests usually frequent downtown food & beverage establishments.

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: www.lakemartinyp.com FB: Lake Martin YP

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 Public parking Downtown

Participant parking (vendors, staff, volunteers) _____

Attendees parking _____

Event Size

Number of Participants _____

Number of Staff/ Volunteers 3

Number of Spectators 100-200

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: LMYP has presented Strand Sessions since 2016

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

Just one of lamp post outlets

Indicate the number of portable toilets you will provide. Placement of toilets should be shown on the Location Layout.

Minimum one (1) per fifty (50) participants is required.

Number of Regular porta-potties 2 ADA # _____

When will portable toilets be delivered? Day of
Multi-day events require portable toilets daily!

Event Clean-Up/Trash Removal

The applicant is responsible for trash clean up. Please contact GFL Environmental at 800-243-5580 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? NO

** The city operates a recycling facility that is located at 824 Railey Road which runs between Russell Road and Joseph Street. Operational hours are 5 a.m. until 5 p.m., Monday through Friday. It is a drop-off facility only. 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? Call 911

Security

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

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

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

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

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. 23-12 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 liability 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.

Strand Park

Security

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

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

Special Event Fee: The application shall be submitted to the City Clerk's office with the set facility fee per Ordinance 23-12.

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
GFL Environmental: 800-243-5580, 334-306-2304, 888-895-8696

SIGNATURES:

Applicant's Signature *Sig Hallard*

Date 3/5/23

A&E Signature *Michelle West*

Date 4/5/23

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: ___/___/___



April 5, 2023

Dear Mayor Baird and City Council:

Please consider the following requests for the agenda of the next City Council meeting regarding the 11th Annual Sun Festival which is scheduled for Thursday, June 1 – Friday, June 9. We will coordinate with Police Chief Turner to solidify all activities and street closure needs as well as security plans for all events.

1. Sun Festival requests permission to utilize the public space in Strand Park and electricity in this area throughout the week when public Sun Festival events are held in this area. An event application with MainStreet has been submitted and approved.
2. Sun Festival requests the City close Main St. from the roundabout to the train tracks and Calhoun St. from Main St. to Bibb St. for our 4th annual Tykes in Trucks event on Saturday, June 3 from 9am-12pm. This free family event will feature a wide variety of trucks spread throughout downtown and encourage children to safely explore the vehicles. We are looking to include live music, bouncy houses and other kid's activities while partnering with downtown merchants to encourage attendees to shop local.
3. Sun Festival requests the City close South Main St. from the roundabout to the dead end for our inaugural Bed Races on Saturday, June 3 from 9am-12pm. This new event will be comprised of teams of five that have decorated gurneys that will be raced and timed one at a time down the road. Spectators will line the streets to watch the races.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Meacham", with a long, sweeping flourish extending to the right.

Jacob Meacham
President & CEO

Alexander City Chamber of Commerce



April 5, 2023

Mayor Baird and City Council:

Please consider the following requests regarding the 33rd Annual Alexander City Jazz Fest which is scheduled for Friday, June 9. The Alexander City Jazz Festival hereby applies for a special event permit for the 2023 Alexander City Jazz Festival (Jazz Fest).

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

1. The Alexander City Jazz Festival has adequate liability coverage for personal injury and property damage for the event. The amount of the liability insurance held for the festival is \$1,000,000. The insurance policy is included with this submittal.
2. The Alexander City Jazz Festival will hire adequate security (ACPD Officers) personnel to patrol the event grounds in the attached boundaries layout. Boundaries are highlighted in yellow.
3. The proposed date of the Alexander City Jazz Festival is Friday, June 9 from 6pm to 11pm.
4. The Alexander City Jazz Festival is hereby requesting that the open consumption of alcohol be allowed at the festival in accordance with this application
5. The Alexander City Jazz Festival has submitted an Event Application through MainStreet and submitting this request to the City Clerk's office. Because this event is a tourism and community development event for the City of Alexander City, we are requesting the event permit fee be waived as well as business licenses for vendors on the night of Jazz Fest
6. The Alexander City Jazz Festival submits this application for immediate consideration by the Alexander City City Council.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Meacham". The signature is stylized and fluid.

Jacob Meacham
President & CEO
Alexander City Chamber of Commerce
Chairman – Alexander City Jazz Festival



**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 Municipal Code Section 62-64, as amended. All *Special Events* must be in compliance with Ordinance No. 23-12 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 Clerk long with completed Event application, proof of liability insurance listing the City of Alexander City, Alabama as an additional insured and/or signed Hold Harmless Agreement, with the set facility fee.

Per Ordinance 23-12, 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 4:30 P.M. thirty (30) days prior to the meeting.

Name of Organization: Alexander City Chamber of Commerce

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

Describe Other: _____

Date(s) Requested: Thursday, June 1 - Saturday, June 10

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

List Other: Main Street, South Main Street, Calhan Street

Property outside A&E District: _____

Event Name: Sun Festival & Jazz Festival

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

Address: 175 Atlant Parkway

City: Alexander City State/Zip: AL 35010

Email: Kim.dunn@alexandercitychamber.com

Office Cell: 256-234-3441 Other Phone: 

Goals for Event: Attract locals & tourists downtown

Descriptive Summary of Event: Sun Festival is a family-friendly week of fun, free events

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

Bring visitors downtown

Benefit to Downtown Economy Additional visitors brings additional shoppers & diners

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: Sun Festival Alexander City & Alex City Jazz Fest

What other activities are planned or anticipated in conjunction with this event? 6/1 Show

Sessions & Cocktail Competition; 6/3 Trucks In Trucks & Bed Races;
6/5 - Bark in the Park; 6/9 Jazz Fest

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: ^{Alexander City} Chamber of Commerce Producer: Park Insurance Agency

Policy No.: EV108615 Effective Date: 5/4/23 Expiration Date: 8/3/23

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 50-2500 Number of Staff/ Volunteers 10
Number of Spectators James per event 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? 8F 11
JF - 33

Activities and Entertainment

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

Structures: Check all that apply

Tents Booths _____ Tables Chairs Stages

Fencing _____ Light/Sound Towers Generators Other _____

Utilities

Will you need electricity? YES NO If yes, how many outlets? _____

Will you need water? YES NO If yes, how much? _____

Portable Toilets

Indicate the number of portable toilets you will provide. Placement of toilets should be shown on the Location Layout.

Minimum one (1) per fifty (50) participants is required.

Number of Regular porta-potties 2-20 ADA # _____

When will portable toilets be delivered? June 1-2 1 others for Jazz Fest
Multi-day events require portable toilets daily. on Friday June 9

Event Clean-Up/Trash Removal

The applicant is responsible for trash clean up. Please contact GFL Environmental at 800-243-5580 no less than two weeks prior to the event.

The City of Alexander City and the Arts & Entertainment District encourages recycling. Is there a recycling plan? NO

** The city operates a recycling facility that is located at 824 Railey Road which runs between Russell Road and Joseph Street. Operational hours are 5 a.m. until 5 p.m., Monday through Friday. It is a drop-off facility only. 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.

6/3 - Main Street, Suite Main Street, Calhoun Street (Types in Truck: Red, Raas)
6/10 - Jazz Fest - Talkhouse & Bibb Streets

Date of Closure and Beginning and Ending Time:

Date: 6/3 6/10 Beginning Time: 9 am 12 pm Ending Time: 12 pm 6/11 - 12 pm
4 of 7

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. 23-12 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: Alexander City Chamber of Commerce Producer: Dark Ins. Agency

Policy No.: EV108615 Effective Date: 5/4/23 Expiration Date: 8/3/23

****A copy of the certificate of liability 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 the set facility fee per Ordinance 23-12.

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
GFL Environmental: 800-243-5580, 334-306-2304, 888-895-8696

SIGNATURES:

Applicant's Signature *[Handwritten Signature]*

Date 4/5/23

A&E Signature *[Handwritten Signature]*

Date 4/5/23

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: ___/___/___



Schedule of Events:

Thursday, June 1, 2023

Cocktail Competition	6 pm	Strand Park	Liz
Strand Sessions	6 – 8:30 pm	Strand Park	Liz

Friday, June 2, 2023

Friday on the Green	6:30 – 8:30 pm	Russell Crossroads	Kim
---------------------	----------------	--------------------	-----

Saturday, June 3, 2023

Tykes in Trucks	9 am – 12 pm	Downtown Alexander City	Kim
Bed Races	10:30 am	South Main Street	Kim

Monday, June 5, 2023

Medallion Hunt	6 am	Alexander City	Jacob
KidsFest College Bound	9-11 am	Central Alabama Community College	Kim
Show Me the Movie	2 pm	Playhouse Cinemas	Kim
Bark in the Park	6 pm	Strand Park	Kim

Tuesday, June 6, 2023

Medallion Hunt	6 am	Alexander City	Jacob
KidsFest Splashplex	2 – 4 pm	Splashplex at Sportplex	Kim
Glow-in-the-Dark Golf Tournament	5:30 pm	Lake Winds Golf Course	Jacob
Sips & Strokes	6 pm	The Square Downtown	Kim

Wednesday, June 7, 2023

Medallion Hunt	6 am	Alexander City	Jacob
KidsFest The Magic Show	10 am	Mamie's Place Children's Library	Kim
Bingo	1 – 3 pm	CACC	Liz
Faith Night	6 pm	CACC	Kim

Thursday, June 8, 2023

Medallion Hunt	6 am	Alexander City	Jacob
Celebrate America's Heroes	10:30 am - 1 pm	Bill Nichols Veterans Home	Jacob
KidsFest Luck of the Draw	2 – 4 pm	The Wright Angle	Kim
KidsFest Build Your Own Sundae	2:30 – 4 pm	Carlisle's	Kim
YP Trivia Night	6:30 pm	The Local at 41 Main	Liz

Friday, June 9, 2023

Medallion Hunt	6 am	Alexander City	Jacob
KidsFest Wet 'n Wild	9 am – 12 pm	City Pool	Kim
Alexander City Jazz Festival	6 pm	Strand Park	All

Saturday, June 10, 2023

Medallion Hunt	6 am	Alexander City	Jacob
Alexander City Jazz Festival	6 pm	The AMP on Lake Martin	All