



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, July 10, 2023 --- Meeting at 5:30 p.m.

Call to Order:

Opening Prayer: Dr. Roderick Williams, Pastor, Jehovah Jireh Ministries

Pledge of Allegiance: Council President Pro Tempore Hardy

Roll Call:

Approval of Minutes: June 20, 2023 Work Session
June 20, 2023 Regular Meeting

Approval of Agenda: July 10, 2023

Evan Conder, Venture South Investments: Update Gateway to Lake Martin Development

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 at 394 Russell Road from B3 (Central Business) to B2 (General Business) (Petitioner/Owner: Kevin Becker, K2 Self Storage)

Report on Status of City Finances: None

Proclamation: None

Unfinished Business:

New Business:

- 1. ORDINANCE:** To Rezone Property Located at 394 Russell Road from B-3 (Central Business) to B-2 (General Business) (Petitioner/Owner: Kevin Becker, K2 Self Storage) (Sponsored By: Councilor Chris Brown)
- 2. ORDINANCE:** To Amend § 82 – 73, License Classifications and Fee Schedules, BL7, General Contractor to Add Gross Receipt Fees. (Sponsored By: Council President Colvin)
- 3. RESOLUTION:** To Award RFP 23-14 to Hurst Construction, LLC at a Cost not to Exceed \$357,300.00 and Request to Amend Budget \$130,062.00 (Sponsored By: Council President Colvin)
- 4. RESOLUTION:** To Authorize the Mayor to Enter into an Elevator Maintenance Agreement with Diversified Elevator for the Municipal Complex at a Cost not to Exceed \$2,416.00 Annually. (Sponsored By: Council President Pro Tempore Hardy)
- 5. RESOLUTION:** To Declare a Portion of James D. Nabors Drive a Public Right of Way. (Sponsored By: Council President Pro Tempore Hardy)
- 6. ORDINANCE:** To Amend Ordinance 23-12, § 2, I, E. Personal Event and II, A, c. Personal Events (Sponsored By: Councilor Chris Brown)
- 7. REQUEST:** To Approve an ABC Retail Beer – Off Premise Only License to Mary Ann Gray, DBA What's LLC Located at 2802 Dadeville Road. (Sponsored By: Councilor Keel)

**The next Work Session and City Council meetings are scheduled for
Monday, July 17, 2023, 4:30 and 5:30 p.m.**



**ALEXANDER
CITY**
ALABAMA

Regular Council Meeting Minutes

281 James D. Nabors Drive

Council Chambers of Municipal Complex

Tuesday, June 20, 2023 --- Meeting at 5:30 p.m.

CALL TO ORDER THE PRE-COUNCIL MEETING: Council President Colvin called the Pre-Council Meeting to order at 5:30 p.m. on Tuesday, June 20, 2023, in the Council Chambers of the Municipal Complex. Roll was called, and all members were recorded as being present.

Individuals present included: Romy Stamps, Finance Director; Piper Barnett, Records Clerk; Fire Chief Reese McAlister; Drew Meacham, Public Works Director; Lynn Miller, Wastewater Superintendent; Kathy Railey, Human Resources Director; Joe Milam, IT Director; Police Captain Tuck; Police Captain Alford; Drew Meacham, Public Works Director; Kasey Kaschak, Parks & Recreation Director; Stephanie J. Southerland, City Clerk. Others present included: Arlene Wyckoff, Teresa Moten, Michelle West, David Boleware and the media was represented by The Outlook.

Drew Meacham discussed the ADOC inmate program, costs, supervisory responsibilities and required background checks. Councilor Tapley asked for clarification on the cost schedule. Drew stated that the city cost will be \$20.00 per inmate, per day. Mayor Baird stated that he has questioned other entities utilizing the program and they all have been pleased. Council President Colvin reported that the inmates are required to go through a very thorough process in order to participate. Councilors Tapley, Eric Brown and Chris Brown are in agreement with utilizing the program. Councilor Tapley and Drew confirmed that if these inmates were to walk off a job, the city will not be responsible.

Regarding agenda item #1, Councilor Keel reported that this agreement is basically a license to use the water. It also allowed for new ramps to be installed many years ago.

Regarding agenda item #2, Stephanie Southerland stated that the change will add Executive Session to be added to the rules of procedure, and allow for the use of a consent agenda.

Regarding agenda item #3, Council President Pro Tempore Hardy reported that this will address keeping the city streets clean. Mayor Baird stated that grass clippings are being thrown in the street and subsequently clogs storm drains. Councilor Tapley expressed his concern for the police department time in monitoring this. Stephanie stated that the Code Enforcement Officer, Jan, typically addresses these violations and would initially warn the party. Captain Tuck stated that in the past, ordinances are given a month or so to begin enforcement, and allow that interim timeframe to educate the public. Councilor Eric Brown asked that the Code Enforcement Officer give a written warning in order to have proof of the warning. Councilor President Pro Tempore and Councilor Eric Brown agreed with a written warning for the first offense.

Councilor Chris Brown stated that the Beautification Board and the Recreation Advisory Board have been inactive for many years, and it is unnecessary to remain in the Code of Ordinances.

Councilor Keel asked for clarification on the 50% match on agenda item #5. Councilor Chris Brown and Council President Colvin reported that the excess is due to the budgeted amount being exceeded in the bid.

Councilor Chris Brown explained that agenda item #6 addresses the property on the lake. He further reported that agenda item #7 is correcting an erroneously zoned property.

CALL TO ORDER THE REGULAR COUNCIL MEETING: Council President Colvin called the Council Meeting to order at 5:54 p.m. on Tuesday, June 20, 2023, in the Council Chambers of the Municipal Complex. Roll was called and all members were recorded as being present.

OPENING PRAYER: Held in Work Session

PLEDGE OF ALLEGIANCE: Held in Work Session

APPROVAL OF MINUTES: Regular City Council meeting June 5, 2023. Council President Pro Tempore Hardy made a motion to approve the minutes and Councilor Chris Brown seconded the motion. There being no discussion, the minutes were approved (5-0), with Councilor Tapley abstaining from voting due to his absence at the June 5, 2023 meeting.

APPROVAL OF THE AGENDA: Councilor Tapley made a motion to amend the agenda to add item numbers 6 and 7. Council President Pro Tempore Hardy seconded the motion. There being no discussion, the amendment to the agenda was adopted (6-0). Councilor Tapley made a motion to adopt the amended agenda and Council President Pro Tempore seconded the motion. There being no discussion, the agenda was adopted as amended (6-0).

REPORTS FROM STANDING COMMITTEES:

Council President Colvin: The Finance Committee continues to work in obtaining taxes and fees. She expressed her appreciation to the Finance Department for their hard work.

Councilor Eric Brown: The Alexander City Police Department has hired three new officers. The Alexander City Fire Department hosted the Southeast Fire Chiefs meeting on June 17 and hosted lunch for the campers for Burn Camp.

Councilor Keel: The sewer department had a few guys to attend class for wastewater training/credits. They serviced 20 line locates.

Sugar/Coley Creek shut down, pumped out, and dismantled the treatment unit at Lake Martin Industrial Park. They also pressure washed the #3 clarifier and repaired the ceiling at Guest House.

Adams filter plant is preparing for ADEM's inspection coming

Water Department has repaired 10 leaks, performed numerous 811 locates, replaced one broken fire hydrant, finished 8" water main on Russell Road, performed several lead and copper inspections, and installed four new services. They also had three employees to attend CEH classes.

Gas Department has completed the Campground Road extension and also the Dobbs Road crossing. There is a gas line being installed from Highway 280 to Coven Abnett Drive to Elkahatchee Bridge.

Councilor Chris Brown: The golf course is doing really well when compared to last year. The Cooper Rec Center is being assisted by public works in regrading and upgrades to the softball field and possibly adding a scorer's building where the existing structure is behind home plate.

Just finished adding chicken wire to A&B row hangars to get rid of the pigeons that have been living in those hangars. Have one of our firetrucks coming to clean A & B row hangars to have them looking great.

RecDeck is now fully 100% online and live. Tackle and flag football registration are currently ongoing through July 23.

All Star baseball and softball is ongoing. 7U, 8U, and 10U baseball teams will be playing this weekend.

All Star softball state tournament for 6U through 12U is this weekend.

We are hosting the All-American Youth Sports Softball Tournament for the second consecutive year this weekend. As of 6/16/23, we have approximately 60 teams in 10u and 12u divisions that will be playing at the Sportplex and anticipate crowds between 2,000-2,500 in the park this weekend. We are always excited to host this tournament and have visitors in town and the economic impact it has on the city of Alexander City.

Council President Pro Tempore Hardy: Property Maintenance Department prepared Strand Park for the Church of God VBS event this past Saturday. The Street Department will be completing a culvert repair at the intersection of Emerson Street and Lincoln Heights this week. They will also be continuing work on a culvert replacement at 6th Street Park. The building department is in the process of adding outer walls to our recycling center. This will help our equipment that struggles to run during the winter months. The environmental department is on schedule with their brush routes at this time.

Councilor Tapley: Our Library does an amazing job in the many activities they hold. The Summer Reading program has been very successful. Over 170 attended the Kick-Off featuring the Auburn Raptor Center on June 5, over 300 attended the Kids Fest magic show on June 7, over 170 attended Mr. Larry's Magic Show on June 13.

REPORTS FROM SPECIAL COMMITTEES: None

PUBLIC HEARING: None

REPORT ON STATUS OF CITY FINANCES: Romy Stamps, Finance Director, presented the statement as attached.

PROCLAMATION: None

UNFINISHED BUSINESS:

- RESOLUTION:** To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Corrections to Allow the use of Inmates at the City of Alexander City, Alabama (Sponsored By: Council President Pro Tempore Hardy)
HELD FROM JUNE 5, 2023 RESOLUTION BOOK 23-76

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

NEW BUSINESS:

- RESOLUTION:** To Authorize the Mayor to Sign a Non-Residential Lakeshore Permit Agreement with Alabama Power Company (Sponsored By: Councilor Keel)
RESOLUTION BOOK 23-77

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. Councilor Tapley thanked the mayor, Alabama Power and Councilor Keel for their efforts in getting this public boat ramp open. There being no further discussion the resolution was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

- ORDINANCE:** To Amend Alexander City Code Article II – City Council, § 2-25, Order of Business and § 2-27, Agenda. (Sponsored By: Council President Colvin)
ORDINANCE BOOK 23-21

By point of order, the council rules must be suspended if immediate action is to be considered. Councilor Tapley made a motion to suspend the rules and Council President Pro Tempore Hardy

seconded the motion. There being no discussion, the rules were suspended (6-0). Councilor Tapley made a motion to approve the ordinance as written. Councilor President Pro Tempore Hardy seconded the motion. There being no discussion the ordinance was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

3. **ORDINANCE:** To Prohibit Depositing Certain Substances upon Public Roadways and Streets. (Sponsored By: Council President Pro Tempore Hardy) **ORDINANCE BOOK 23-22**

By point of order, the council rules must be suspended if immediate action is to be considered. Councilor Tapley made a motion to suspend the rules and Council President Pro Tempore Hardy seconded the motion. There being no discussion, the rules were suspended (6-0). Councilor Tapley made a motion to amend the ordinance by adding: First Offense as a written warning. Councilor Tapley made a motion to approve the ordinance as amended. Councilor President Pro Tempore Hardy seconded the motion. There being no further discussion the ordinance was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

4. **ORDINANCE:** To Rescind Article II – Recreation Advisory Board and Article V, Division 2. Beautification Board. (Sponsored By: Councilor Chris Brown) **ORDINANCE BOOK 23-23**

By point of order, the council rules must be suspended if immediate action is to be considered. Councilor Tapley made a motion to suspend the rules and Council President Pro Tempore Hardy seconded the motion. There being no discussion, the rules were suspended (6-0). Councilor Tapley made a motion to approve the ordinance as written. Councilor President Pro Tempore Hardy seconded the motion. There being no discussion the ordinance was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

5. **RESOLUTION:** To Authorize the Mayor to Submit an Application to the Alabama Department of Economic and Community Affairs to Request Appalachian Regional Commission Funds in the Amount of \$500,000.00 for Water System Improvements. (Sponsored By: Councilor Keel) **RESOLUTION BOOK 23-78**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL 6	
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

6. **RESOLUTION:** To Set a Public Hearing to Rezone Property Located Inside the City Limits on Coven Abbett Highway, also known as The Pines at Lake Martin, Consisting of 440.80 acres from RR (Reserve Residential) to SD-1 (Lake Front Residential & Resort District). (Sponsored By: Councilor Chris Brown) **RESOLUTION BOOK 23-79**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL 6	
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

7. **RESOLUTION:** To Set a Public Hearing to Rezone Property Located Inside the City Limits on Dadeville Road from I-1 (Light Industrial) to B-2 (General Business). (Sponsored By: Councilor Chris Brown) **RESOLUTION BOOK 23-80**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL 6	
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

Public Comments (3 minutes per speaker):

Ms. Arlene Wyckoff thanked the city for the funds donated to the Blues in the Park and a special appreciation to the Police Department. She expressed her appreciation to the officers present at the Juneteenth celebration. She stated that there are some good things happening in Alexander City and we are blessed to have officers willing to put their lives on the line.

Ms. Teresa Moten, District 1, expressed her frustration that she has been told that she cannot enter the municipal complex. She states that she was told that she has been banned and must be escorted by officers. She further stated that she has spoken with Mr. Marlowe at the Outlook

regarding her treatment. She asked to see in writing what she is violating. She thanked the elected officials for the work that they do.

Council President Colvin responded to Ms. Moten that she would find out what the situation is regarding her complaint.

Comments from the Mayor: None

Comments from the Finance Director: Romy stated that she is in budget season and anyone requesting an appropriation would need to submit by July 21 and it is available online.

Comments from the City Clerk: Due to the additional holiday on July 3 and July 4, the next City Council meeting is scheduled for Monday, July 10, 2023 at 5:30 p.m.

Comments from the Council:

Council President Pro Tempore Hardy thanked everyone for their attendance and congratulated the mayor on becoming a grandfather. He further thanked the city employees for the job that they do.

Councilor Eric Brown thanked everyone for coming out. He stated that we have great city departments and all of the people in the public that do not get recognition.

Councilor Chris Brown thanked everyone for coming out. There is a lot of progress in the city and asked for patience with the council. He addressed Ms. Moten that he, too will be asking questions regarding her statements. He asked everyone to be safe during the July 4 holiday. Councilor Keel thanked everyone for attending and watching on Facebook. He thanked Romy, Stephanie, and all city employees for keeping the city going. The Benjamin Russell FFA Chapter competed in state competition last week in Montgomery and elected the first Benjamin Russell State FFA President, Kayden Ray and had five state champions.

Councilor Tapley thanked everyone for their attendance and the city employees for their work. He also thanked the light department for their efforts in getting everyone's lights back on last week. He wished everyone a Happy 4th of July and asked remembrance of those who fought for our independence. He further asked for prayers for the city and for Stephanie's husband who has been in the hospital.

Council President Colvin expressed her appreciation to the city employees and their hard work. She asked for prayers and patience during their efforts and continued prayers for all elected officials and city employees. She thanked Officers Marbury and Hall for speaking at the Juneteenth celebration. The police are doing all they can to keep everyone safe.

Executive Session: None

Adjournment: There being no further business to come before the council, Councilor Tapley President Pro Tempore Hardy made a motion to adjourn and Council President Pro Tempore Hardy seconded the motion. The meeting adjourned (6-0) at 6:22 P.M.

**ALEXANDER CITY, CITY COUNCIL
WORK SESSION MINUTES
TUESDAY, JUNE 20, 2023
4:30 P.M.**

The City Council of the City of Alexander City held a work session on Tuesday, June 20, 2023, at 4:30 p.m. in the Council Chambers at the Municipal Complex, 281 James D. Nabors Drive, Alexander City, AL 35010. Council President Pro Tempore was recorded as being absent.

The meeting was called to order by Council President Colvin. The opening prayer was led by Council President Colvin and Councilor Chris Brown led the Pledge of Allegiance. Those present included Romy Stamps, Finance Director; Drew Meacham, Public Works Director; Fire Chief R. McAlister; Lynn Miller, Water Superintendent; Kathy Railey, Human Resources Director; Kasey Kaschak, Parks & Recreation Director; Teresa Moten, Piper Barnett, Records Clerk; Police Captain Tuck; Michelle West, Stephanie J. Southerland, City Clerk.

NEW BUSINESS DISCUSSION:

Kurt Weaver, T-Mobile, discussed Hometown Grants available to municipalities with a population of less than 50,000.

Kasey Kaschak and Michelle West discussed the need for revisions to ordinance 23-12, regarding special events and the Special Event Application requirements.

Mayor Baird gave a development update regarding current and future projects within the city to include Wicker Point, Golf Cottages, Holiday Inn Express, and Gateway to Lake Martin. Developing a Comprehensive Plan is ongoing and additional RFP's have been requested.

Councilor Tapley stated that he has been approached by some retirees asking about the possibility of a one-time retiree bonus.

Councilor Eric Brown asked about the future of the horse arena since it is in the area of the proposed new High School. Mayor Baird reported that he has met with them many months ago and advised them to begin looking for their own property. He suggested that they approach Jacksons Gap, as they are building a climate controlled covered arena. The proposed high school plan by the Board of Education allocates \$100,000.00 for their relocation.

EXECUTIVE SESSION: None

ADJOURNMENT: Councilor Tapley made a motion to adjourn, Councilor Eric Brown seconded the motion. There being no further business to come before the Council, the meeting adjourned (5-0) at 4:56 p.m.

APPROVED:

Stephanie J. Southerland
City Clerk

Audrey "Buffy" Colvin, President
Alexander City, City Council



**ALEXANDER
CITY**
ALABAMA

City Council Public Hearing

281 James D. Nabors Drive
Council Chambers

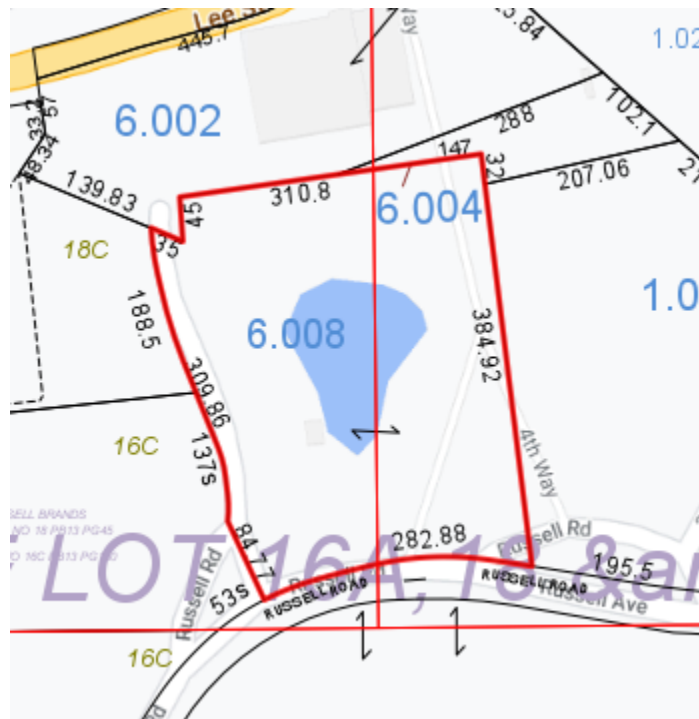
Tuesday, June 20, 2023 --- Meeting at 5:30 p.m.

The City Council of the City of Alexander City, Alabama, will have a public hearing on Tuesday, June 20, 2023, to hear public comments concerning the below described property:

- A. Name of the Petitioner: Kevin Becker-K2 Self Storage
- B. The proposed rezoning ordinance may be inspected in the City Clerk's Office located in the Municipal Complex at 281 James D. Nabors Drive.
- C. 394 Russell Road
- D. B3 (Central Business) to B2 (General Business)
- E. Tuesday, June 20, 2023 at 5:30 p.m. in the Council Chambers

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

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



ORDINANCE

To Rezone Property Located at 394 Russell Road from B-3 (Central Business) to B-2 (General Business) (Petitioner/Owner: Kevin Becker, K2 Self Storage)

WHEREAS, Kevin Becker petitioned the City of Alexander City to rezone property located at 394 Russell Road from B-3 (Central Business) to B-2 (General Business); and

WHEREAS, the Planning Commission, at their meeting on May 22, 2023, recommended that said property be zoned B-2, General Business; 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 property located at 394 Russell Road.

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 10TH DAY OF JULY, 2023.

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

ORDINANCE

To Amend § 82 – 73, License Classifications and Fee Schedules, BL7, General Contractor to Add Gross Receipt Fees

BE IT ORDAINED by the City Council of the City of Alexander City, Alabama that § 82 – 73, License Classifications and Fee Schedules, BL7, General Contractor be amended as follows:

BL7 - \$200.00 plus ¼ of 1% of gross receipts

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

Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance is hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance, including § 82-73.

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

This Ordinance shall become effective immediately upon its adoption.

ADOPTED THIS 10TH DAY OF JULY, 2023.

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

AUTHENTICATED THIS 10TH DAY OF JULY, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

RESOLUTION

To Award Request for Proposal No. 23-14 to Hurst Construction, LLC at a Cost not to Exceed \$357,300.00 and Request to Amend Budget \$130,062.00

WHEREAS, the City of Alexander City has let requests for proposals (RFP) for construction of a new fire station; and

WHEREAS, specifications were submitted and placed on file with the City Clerk; and

WHEREAS, partial funding for this project has been approved in the FY23 capital budget; and

WHEREAS, the additional funds of \$130,062.00 requested shall be offset by a total reduction in the FY 2024 General Fund Capital budget; and

WHEREAS, the invitation for RFP's was advertised on May 26, 2023; and

WHEREAS, two (2) sealed bid were received, opened and read in public on June 20, 2023 at 2:00 p.m.; and

WHEREAS, the bids were submitted to the City Council of Alexander City at their next meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City hereby awards RFP No. 23-14 to Hurst Construction, LLC.

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 RFP.

ADOPTED THIS 10TH DAY OF JULY, 2023.

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

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

281 James D. Nabors Drive • Alexander City • Alabama 35010 • (256) 329-6700
www.alexandercityal.gov

June 23rd, 2023

Subject: Bid 23-14, Fire Station Three Construction Project

Bid 23-14, for the Fire Department's Fire Station Three Construction Project, was opened and read aloud by the City Clerk's office on June 20th, 2023. The results of the bid are as follows.

Hurst Construction, LLC. Oxford, Alabama	\$357,300.00
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Ronbinette Partnership, LLC. Alexander City, Alabama	\$695,682.00
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It was determined that Hurst Construction's, LLC. was the lowest responsive and responsible bidder, and it is hereby recommended the bid be awarded to Hurst Construction, LLC. in the amount of \$357,300.00.

Further request that the FY 2023 budget be amended in the amount of \$130,062.00 to cover the additional cost of the project. The additional cost shall offset by a total reduction of the FY 2024 general fund capital budget.

Miles Hamlett
Purchasing Agent
City of Alexander City

RESOLUTION

To Authorize the Mayor to Enter into a Three (3) Year Elevator Maintenance Agreement with Diversified Elevator for the Municipal Complex at a Cost not to Exceed \$2,416.00 Annually

WHEREAS, *Code of Alabama, 1975, as amended*, § 25-13-24 requires annual inspections of elevators; and

WHEREAS, the Alexander City Municipal Complex has two (2) operational elevators; and

WHEREAS, Diversified Elevator has presented a proposal for monthly inspections and maintenance for three (3) years; and

WHEREAS, the quarterly fee is set at \$604.00, for a total of \$2,416.00 annually.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City hereby authorizes the mayor to sign an agreement with Diversified Elevator for maintenance and inspection of said elevators.

ADOPTED THIS 10TH DAY OF JULY, 2023.

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

AUTHENTICATED THIS 10TH DAY OF JULY, 2023.

By: Stephanie J. Southerland,
City Clerk

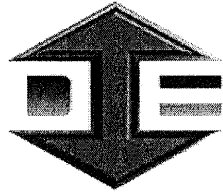
APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas: _____

Nays: _____

RESOLUTION BOOK 23-



DIVERSIFIED ELEVATOR

297 State Hwy 143 – Millbrook, AL 36054

PH: (334)-285-3863 FAX: (334)-285-6165

www.DiversifiedElevator.net

ELEVATOR MAINTENANCE AGREEMENT

TO:

CITY OF ALEXANDER CITY

P.O. BOX 552

ALEXANDER CITY, AL 35011-0552

(hereinafter called: “you” or “Customer”)

DIVERSIFIED ELEVATOR SERVICE and EQUIPMENT COMPANY, INC.
(hereinafter called the “Company”), through the Company’s office located at:

297 State Highway #143

Millbrook, Alabama 36054

agrees to service the elevator equipment described on the following terms and conditions in your building
located at:

ALEXANDER CITY MUNICIPAL COMPLEX

281 JAMES D. NABORS DRIVE

ALEXANDER CITY, AL 35011

EQUIPMENT DESCRIPTION

Unit #	Description	State #	Type	Manufacturer	# of Stops	Capacity
1	CITY HALL	AL	HYDRAULIC	TK	3	2500
2	POLICE DEPT	AL	HYDRAULIC	VA CONTROLS	3	2500

EXTENT OF COVERAGE

Under this Elevator Maintenance Agreement (the “contract”), the Company will maintain elevator equipment herein described subject to the following terms and conditions.

The Company will use skilled, trained men, supervised and directly employed by the Company and use reasonable care to see that the equipment is maintained in proper operating condition.

On a QUARTERLY BASIS, the Company will examine, adjust, lubricate, and if conditions warrant, unless specifically excluded under the terms of this contract, repair or replace the:

PUMP UNIT: including pump, V-belts, strainers, silencers, springs and gaskets

MOTOR: including motor windings, bearings, rotating element, commutators, brushes, and brush holders

VALVES: including relief valve, pilot, lowering, leveling, and checking valves; or any of the parts thereof

DISPATCHING EQUIPMENT: including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, and solid state components

SELECTOR: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solid state components

CAR: including power door operator, door protective devices, car door hangers, car door contacts, load weighing equipment, car safety devices, car guide shoes, and sub flooring

HOISTWAY: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibbs, and auxiliary closer

ACCESSORY EQUIPMENT: including all accessory elevator equipment installed prior to commencement of this contract unless excluded in the inspection paragraph

FIXTURES: car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, and locks, lamps, and sockets

FURNISH LUBRICANTS: compounded to rigid specifications, and selected to give the best performance

FURNISH AND MAINTAIN: hydraulic oil at proper operating level

PRESSURE TEST: Perform yearly pressure test and tags for State Inspection

ITEMS NOT COVERED

We do not cover cosmetic, construction, or secondary components of the elevator system, including the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs, and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, sump pumps, alignment of elevator guide rails, smoke sensors, heat detectors, monthly fire service testing and written record reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this contract. All parts costing over \$300.00 will be billable to the customer. The labor to install parts costing over \$300.00 will also be billable to the customer. The company will provide a quote to customer for billable repairs.

PRORATIONS

The items listed below show considerable wear and will have to be replaced in the near future. To provide you with the maximum service from these items the Company is accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this contract, an extra charge at the time the items are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. You agree to pay for the portion of the list of the items used prior to the date of this contract, and the Company agrees to pay for that portion used since the date of this contract.

SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

INSTALLED

N/A

--

HOURS OF SERVICE

All work will be performed during regular working hours of regular working days of the elevator trade, unless otherwise specified below. The Company will provide emergency minor adjustments callback service:

- FM8 - During regular working hours of the regular working day only.
- FM24 - On a 24-hour, 7 day a week basis
- _____
- _____

OTHER TERMS AND CONDITIONS

You agree to keep the elevator pit(s) and motor(s) free from water and rubbish, to give the Company written notice within twenty-four hours of any accident, alteration or change affecting the equipment, to discontinue immediately the equipment from service when it becomes unsafe or operates in a manner which might cause injury to a user thereof, and to maintain surveillance for such purposes.

With the passage of time, equipment technology and designs will change. The Company is not responsible for such changes and is not obligated to: (1) make any changes or recommendations in the existing design or functions of the equipment; (2) service or make repairs to the equipment by reason of obsolescence; (3) replace obsolete or outmoded equipment; or (4) install new attachments or parts upon the equipment that are recommended by insurance companies, any government agencies or authorities, or any third parties.

The Company does not assume any liability on account of accidents to persons or property except those directly and solely due to negligent acts of the Company or its employees, and your own responsibility for accidents to persons or properties riding on or being on or about the aforesaid equipment is in no way affected by this contract. At any time the Company’s serviceman is servicing the equipment the Company is asserting possession and control only over specific components being serviced at any given moment, and possession and control of the remainder of the equipment remains with you. The Company is not responsible for any situation that may occur that cannot be revealed by the ordinary inspection methods offered with this service.

The Company is not responsible or liable for any loss, damage, or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil or military authorities, or by insurrection or riot, or by any other cause that is unavoidable or beyond the Company’s control. In addition, the Company is not responsible or liable for any punitive, indirect, incidental, special, or consequential damages however caused and regardless of whether in contract, tort, or under any other theory of liability.

Notwithstanding anything else contained in this contract to the contrary, the Company’s liability to you for all claims, demands, losses, liabilities, damages, costs, and expenses (including attorneys’ fees and court costs) arising from or related in any way to this contract or any services provided by the Company hereunder (collectively, the “Claims”) is limited in the aggregate to an amount equal to the total amount of fees that you have paid to the Company over the term of this contract. Accordingly, you hereby waive all Claims in excess of the maximum limitation set forth in the immediately preceding sentence. billable to the customer along with the labor to install the parts over \$300.00. The company will provide quotes for repairs. In the event of the sale, lease or other transfer of all or substantially all of the equipment described herein, or the premises in which they are located, you shall cause the purchaser of the same to agree to be bound by, and to assume, this contract and all of its terms for the balance of the term hereof. If you fail to have such purchaser agree to be bound by and assume this contract and its terms, then you will remain liable for the full unpaid

balance due for the unexpired term of the contract. Notwithstanding the foregoing, in the event of the sale, lease or other transfer of all or substantially all of the equipment described herein, the Company may terminate this contract at any time upon ninety (90) days' advance notice in writing.

TERM

The term of this contract begins on July 1, 2023, and continues for a period of 3 years. Thereafter, this contract will automatically renew for additional periods of 3 years each, unless either party provides prior written notice to the other party of its intent to terminate the contract at the end of the initial 3 years, or at the end of any subsequent 3 years period. The written notice must be sent via certified mail and must be received by the other party no later than ninety (90) days prior to the end of the then current 3 years.

PAYMENTS

As compensation for the services being provided by the Company under this contract, you shall pay to the Company, **in advance and not in arrears**, the sum of \$ 604.00 (Six hundred four and 00/100 dollars) PER QUARTER.

As the costs the Company incurs for providing elevator service may increase or decrease, the Company will adjust the price of your service accordingly, on an annual basis, effective January 1 of each year, when the field labor increase/decrease is implemented. The Company will adjust your quarterly payment based on the percentage change in the average rate paid to the elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness, and accident insurance, and hospital insurance. The maximum escalation per year is 5%.

Your payment may also increase or decrease in the event the equipment is modified from its present state.

If you do not pay any amount due under this contract within sixty (60) days from the date such amount is billed to you by the Company, then the Company may charge you a late fee equal to the lesser of 1 ½ % per month, or the highest amount permitted by law, applicable beginning the 61st day from the billing date until the overdue amount is paid in full, and may also choose to do one of the following: (1) suspend all service until all amounts due have been paid in full, (and in that case, you agree that the Company is discharged from any further obligations to perform under this contract); or (2) declare all sums for the unexpired current term of this contract due immediately and terminate this contract. If the Company elects to suspend service, the Company will not be responsible for damages or injuries to persons or property from lack of service.

In addition to the foregoing, if you breach any of your non-monetary obligations under this contract, the Company may terminate this contract upon thirty (30) days prior written notice to you.

If the Company retains a third party to enforce and/or collect payment due under this contract, either with or without suit, you shall pay to the Company all costs and expenses thereof together with reasonable attorney's fees.

GOVERNING TERMS

To the extent permitted by law, you hereby knowingly, voluntarily, and intentionally waive your right to a trial by jury in any action, suit, or other legal proceeding arising out of or relating to this contract.

You hereby (i) submit to the jurisdiction of any state or federal court sitting in Elmore County, Alabama, over any action, suit, or other legal proceeding arising out of or relating to this contract, and (ii) waive, to the extent permitted by law, any objection you now or hereafter have to the laying of the venue of any such action, suit, or other legal proceeding brought in any such court and any claim that any such action, suit, or other legal proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such action, suit, or other legal proceeding brought in any such court will be conclusive and binding upon you and may be enforced in any court of the jurisdiction of which you are subject, by a suit upon such judgment.

This contract and the parties' rights and obligations hereunder are to be governed by, and construed and interpreted in accordance with, the laws of the State of Alabama. If any term of this contract is determined to be invalid, illegal, or unenforceable, the remaining terms of this contract remain in full force, if the essential terms of this contract for each party remain valid, binding, and enforceable. The terms of this contract may be waived only by written instrument executed by the party against whom enforcement of such waiver is sought, and no waiver by either party of any term contained herein, or of a breach of any agreement contained herein, will be deemed or construed to be a waiver of any other term, or of any other breach of any agreement, contained herein. The parties have reviewed this contract carefully and been given the opportunity to discuss it with their respective legal counsel; each word, phrase, sentence, and other part of this contract is to be given its plain meaning, and rules of interpretation or construction of contracts that would construe any ambiguity of any part of this contract against the draftsman, by virtue of being the draftsman, do not apply. This contract contains the entire agreement of the parties hereof. To be effective, any amendment or modification of this contract must be in writing and signed by the parties. Neither party may assign this contract or any of the party's rights or obligations under this contract without the prior written consent of the other party. This contract is binding upon, and inures to the benefit of, the parties and their successors, and permitted assigns.

RESOLUTION

To Declare a Portion of James D. Nabors Drive a Public Right of Way

WHEREAS, the City of Alexander City, Alabama owns the parcel on James D.

Nabors Drive as shown in Exhibit A, described as:

Commence at a found iron pin known as the Northeast Corner of Section 4, T-22-N, R-21-E, Tallapoosa County, Alabama; thence S 00°14'45" E 1,514.22' to a found iron pin; thence S 89°47'21" W 551.55' to a found motor blade; thence N 89°47'41" W 441.18' to a found iron pin; thence N 15°26'04" E 276.32' to a found iron pin; thence N 68°28'59" W 496.10' to a found iron pin and the POINT OF BEGINNING for the herein described parcel of land (said point also located in a curve on the South Right-of-Way (60') of James D. Nabors Drive); thence along said South Right-of-Way (60') of James D. Nabors Drive the following three (3) courses: (1) Chord Bearing S 51°52'49" W, Chord Distance 217.53', Radius 321.00'; (2) Chord Bearing N 74°50'40" W, Chord Distance 354.06', Radius 321.00'; (3) N 36°19'16" W 44.45' to a found iron pin located on the South Right-of-Way of Recreation Drive (60') and a right-of-way flare; thence leaving said South Right-of-Way (60') of James D. Nabors Drive and along said right-of-way flare N 45°44'56" E 60.58' to a set iron pin located on the North Right-of-Way (60') of James D. Nabors Drive and end of said flare; thence along said North Right-of-Way (60') of James D. Nabors Drive the following two (2) courses: (1) S 36°19'16" E 50.02'; (2) Chord Bearing N 86°18'25" E, Chord Distance 410.03', Radius 261.00' to a set iron pin ; thence leaving said North Right-of-Way (60') of James D. Nabors Drive S 68°28'59" E 61.28' to a found iron pin and the point of beginning. Containing 0.80 acres, more or less, and lying in and being a part of the NE 1/4 of Section 4, T-22-N, R-21-E, Tallapoosa County, Alabama.

WHEREAS, this is an ingress/egress for the Municipal Complex; and

WHEREAS, this is hereby declared to be a dedicated public Right of Way, and;

WHEREAS, all current city code and zoning must be followed for any future developments using this public Right of Way as an access point.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama that the parcel shown in Exhibit A is hereby declared a public Right of Way.

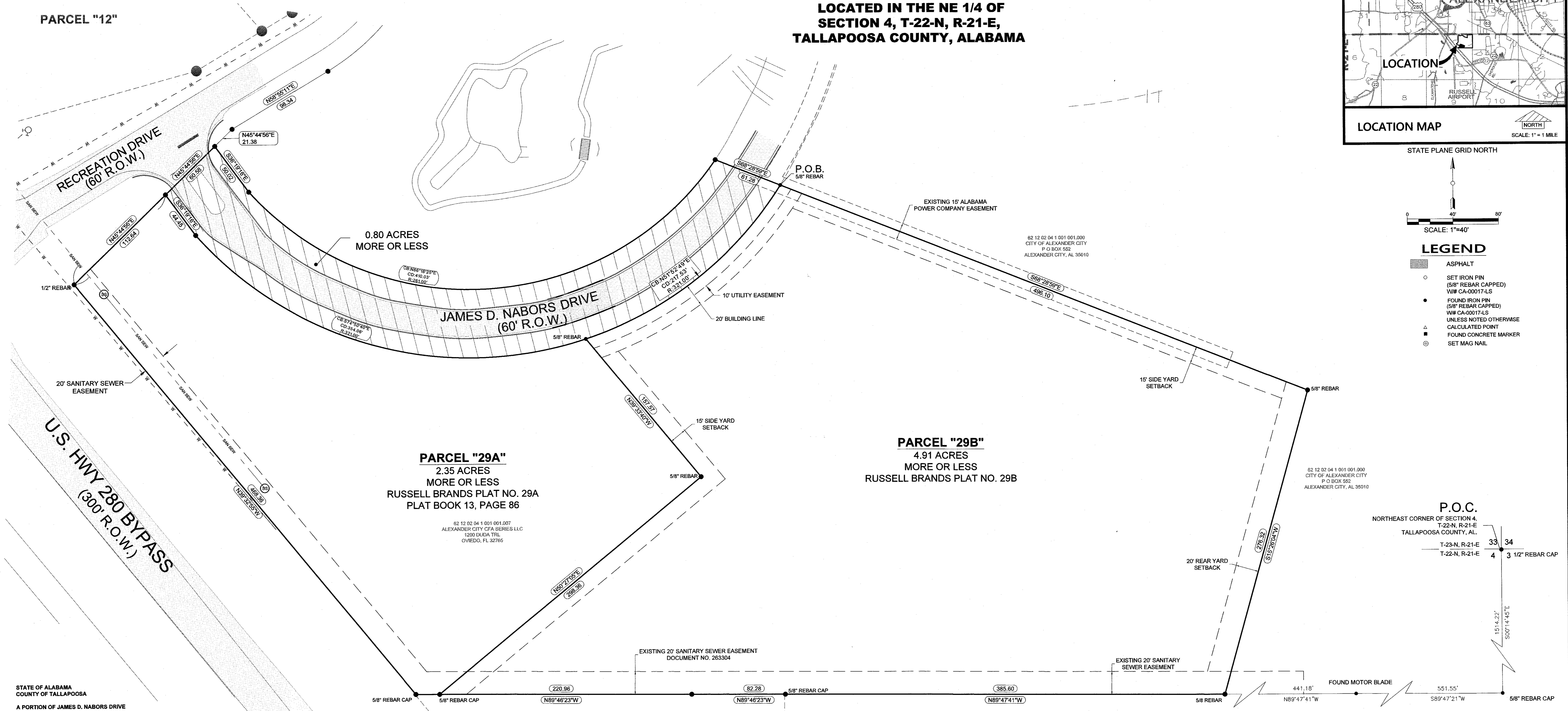
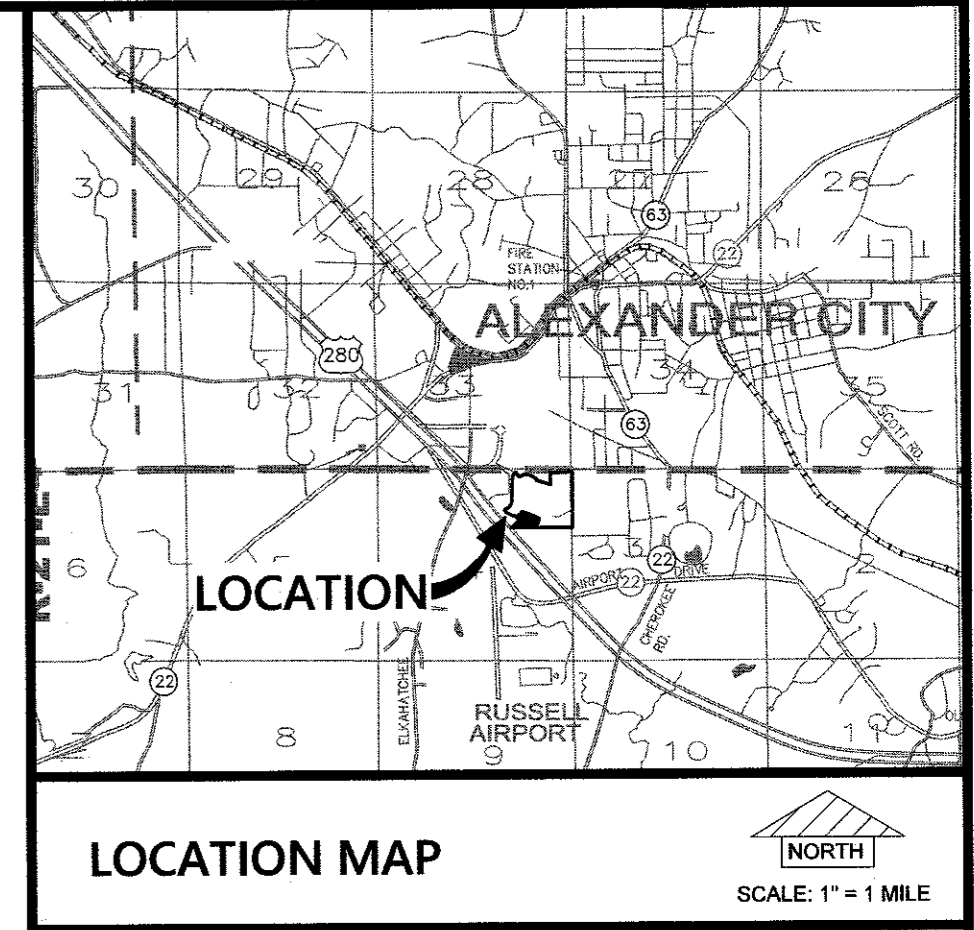
ADOPTED THIS 10TH DAY OF JULY, 2023.

By: Audrey "Buffy" Colvin, President
Alexander City Council

.01

PARCEL "12"

**BOUNDARY SURVEY
FOR
0.80 ACRES
MORE OR LESS
LOCATED IN THE NE 1/4 OF
SECTION 4, T-22-N, R-21-E,
TALLAPOOSA COUNTY, ALABAMA**



STATE OF ALABAMA
COUNTY OF TALLAPOOSA

A PORTION OF JAMES D. NABORS DRIVE

Commence at a found iron pin known as the Northeast Corner of Section 4, T-22-N, R-21-E, Tallapoosa County, Alabama; thence S 00°14'45" E 1,514.22' to a found iron pin; thence S 89°47'21" W 551.55' to a found motor blade; thence N 89°47'41" W 441.18' to a found iron pin; thence N 15°26'04" E 278.32' to a found iron pin; thence N 68°28'59" W 496.10' to a found iron pin and the POINT OF BEGINNING for the herein described parcel of land (said point also located in a curve on the South Right-of-Way (60') of James D. Nabors Drive); thence along said South Right-of-Way (60') of James D. Nabors Drive the following three (3) courses: (1) Chord Bearing S 51°52'49" W, Chord Distance 217.53', Radius 321.00'; (2) Chord Bearing N 74°50'40" W, Chord Distance 354.06', Radius 321.00'; (3) N 36°19'16" W 44.45' to a found iron pin located on the South Right-of-Way of Recreation Drive (60') and a right-of-way flare; thence leaving said South Right-of-Way (60') of James D. Nabors Drive and along said right-of-way flare N 45°44'56" E 60.58' to a set iron pin located on the North Right-of-Way (60') of James D. Nabors Drive and end of said flare; thence along said North Right-of-Way (60') of James D. Nabors Drive the following two (2) courses: (1) S 38°19'16" E 50.02'; (2) Chord Bearing N 68°18'25" E, Chord Distance 410.03', Radius 261.00' to a set iron pin; thence leaving said North Right-of-Way (60') of James D. Nabors Drive S 68°28'59" E 61.28' to a found iron pin and the point of beginning. Containing 0.80 acres, more or less, and lying in and being a part of the NE 1/4 of Section 4, T-22-N, R-21-E, Tallapoosa County, Alabama.

I, Steven E. Speaks, a Licensed Professional Land Surveyor and a Licensed Professional Engineer in the State of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for surveying in the State of Alabama to the best of my knowledge, information, and belief, and I have reviewed the Federal Emergency Management Agency Flood Insurance Rate Map and found the described property is located in Zone X (areas determined to be outside the 0.2% annual chance floodplain), according to map dated July 18, 2011, Map No. 01123C0162C.

According to my survey this the 2nd day of June, 2023.

Steven E. Speaks
Steven E. Speaks, P.E., P.L.S.
Alabama Registration No. 20897



62 12 02 04 1 001 002 001
REGIONS BANK
259 RIVERCHASE POINT SUITE 200
BIRMINGHAM, AL 35244

REGIONS BANK SITE
BEN RUSSELL 280, LLC
BANK SITE
PLAT NO. 2
PLAT BK. 11, PAGE 88

62 12 02 04 1 001 003 001
RUSSELL BEN 280, LLC
2544 WILLOW POINT ROAD
ALEXANDER CITY, AL 35010

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

DATE: 05/31/2023

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 HERRON STREET
MONTGOMERY, AL 36104
TEL: 334/262-1091

I:\Projects\2023\11-04-23_M_Speaks.dwg, Plot: 05/31/2023 11:04:23 AM, Owner:

**STATE OF ALABAMA
COUNTY OF TALLAPOOSA**

A PORTION OF JAMES D. NABORS DRIVE

Commence at a found iron pin known as the Northeast Corner of Section 4, T-22-N, R-21-E, Tallapoosa County, Alabama; thence S 00°14'45" E 1,514.22' to a found iron pin; thence S 89°47'21" W 551.55' to a found motor blade; thence N 89°47'41" W 441.18' to a found iron pin; thence N 15°26'04" E 276.32' to a found iron pin; thence N 68°28'59" W 496.10' to a found iron pin and the POINT OF BEGINNING for the herein described parcel of land (said point also located in a curve on the South Right-of-Way (60') of James D. Nabors Drive); thence along said South Right-of-Way (60') of James D. Nabors Drive the following three (3) courses: (1) Chord Bearing S 51°52'49" W, Chord Distance 217.53', Radius 321.00'; (2) Chord Bearing N 74°50'40" W, Chord Distance 354.06', Radius 321.00'; (3) N 36°19'16" W 44.45' to a found iron pin located on the South Right-of-Way of Recreation Drive (60') and a right-of-way flare; thence leaving said South Right-of-Way (60') of James D. Nabors Drive and along said right-of-way flare N 45°44'56" E 60.58' to a set iron pin located on the North Right-of-Way (60') of James D. Nabors Drive and end of said flare; thence along said North Right-of-Way (60') of James D. Nabors Drive the following two (2) courses: (1) S 36°19'16" E 50.02'; (2) Chord Bearing N 86°18'25" E, Chord Distance 410.03', Radius 261.00' to a set iron pin ; thence leaving said North Right-of-Way (60') of James D. Nabors Drive S 68°28'59" E 61.28' to a found iron pin and the point of beginning. Containing 0.80 acres, more or less, and lying in and being a part of the NE 1/4 of Section 4, T-22-N, R-21-E, Tallapoosa County, Alabama.

1 **ORDINANCE**

2 To Amend Ordinance 23-12, § 2, I, E. Personal Event and II, A, c. Personal Events

3
4 **BE IT ORDAINED** by the City Council of the City of Alexander City, Alabama,
5
6 that the following sections are hereby rescinded from this ordinance:
7

8 **SECTION 2**

9 **I**

10
11 **E. “PERSONAL EVENT”** shall mean an event organized by a citizen or group of
12 individuals who are not incorporated as a non-profit, for birthday parties,
13 anniversaries, shower, graduation parties, benefits, or other similar events.

14 **II**

15 **A**

16
17 **c. Personal Events (Birthday Parties, Anniversaries, Showers, Graduation**
18 **Parties, Benefits, Etc.)**

- 19 i. Permission from the facility director,
- 20 ii. Complete Event Application,
- 21 iii. Complete Hold Harmless, and
- 22 iv. Pay the set facility fee.

23 **WHEREAS**, these events are covered in ordinance 23-17.

24 **BE IT FURTHER ORDAINED** that if any paragraph, section, subsection, or
25 provision of this ordinance should be declared invalid in a court of competent jurisdiction
26 for any reason, it shall not affect the remainder of the ordinance as pertains to its validity
27 or to other applications.

28 This ordinance will be published in compliance with Section 11-45-3, Code of Alabama
29
30 1975.
31

32 **ADOPTED THIS 10TH DAY OF JULY, 2023.**

33
34
35 **By:** Audrey “Buffy” Colvin, President
36 Alexander City Council

1
2 **AUTHENTICATED THIS 10TH DAY OF JULY, 2023.**
3
4

5 _____
6 **By:** Stephanie J. Southerland
7 City Clerk
8

9 **APPROVED:**
10
11
12

13 _____
14 **By:** Curtis "Woody" Baird
15 Mayor
16
17

18
19 Yeas:
20 _____
21

22 Nays:
23 _____
24
25
26
27

28 I, City Clerk of the City of Alexander City, Alabama, hereby certify that the above and
29 foregoing Ordinance is a true, correct and complete copy of the Ordinance adopted on
30 July 10, 2023 by the City Council of the City of Alexander City, Alabama.
31

32 This, 10th day of July 2023
33
34
35
36

37 _____
38 Stephanie J. Southerland
39 City Clerk
40

41 **SEAL**
42
43
44
45
46
47

ORDINANCE BOOK 23-



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230623133529963

Type License: **050 - RETAIL BEER (OFF PREMISES ONLY)** State: County:

Type License: State: County:

Trade Name: **WHATS** Filing Fee:

Applicant: **WHATS LLC** Transfer Fee: **\$50.00**

Location Address: **2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010**

Mailing Address: **2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010**

County: **TALLAPOOSA** Tobacco sales: **YES** Tobacco Vending Machines: **0**

Product Type: **03** Type Ownership: **LLC**

Book, Page, or Document info: **001-072-121**

Do you sell Draft Beer?:

Date Incorporated: **04/01/2023** State incorporated: **AL** County Incorporated:

Date of Authority:

Federal Tax ID: **92-3281767** Alabama State Sales Tax ID: **R011755856**

Name:	Title:	Date and Place of Birth:	Residence Address:
MARY ANN GRAY	OWNER		
FOR PUBLIC RELEASE			

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? **YES**

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: **JOE LAMPE**
Business Phone: **850-714-1050**
Fax:

Home Phone: **850-714-1050**
Cell Phone:
E-mail: **JOSEPHKLAMPE@GMAIL.COM**

PREVIOUS LICENSE INFORMATION:
Trade Name: **STRICKLANDS WHATS**
Applicant: **STRICKLANDS WHATS INC**

Previous License Number(s)
License 1: **011669962**
License 2:



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



Confirmation Number: 20230623133529963

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

Name of Property owner/lessor and phone number: JOSEPH L FOSHEE

FOR PUBLIC RELEASE

What is lessors primary business? RETIRED

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1725 Display Square Footage:

Building seating capacity: 0 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: 20230623133529963

Initial each

Signature page

MAG

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

MAG

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

MAG

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.

MAG

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

MAG

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.

MAG

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.

MAG

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): Mary Ann Gray

Signature of Applicant: Mary Ann Gray

Notary Name (print): Jessica Wilson Coiro

Notary Signature: Jessica Wilson Coiro

Commission expires: 10/06/2026

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

App. Inv. Completed: _____
 Reviewed by Supervisor: _____

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



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



Confirmation Number: 20230623133529963

Private Clubs / Special Retail / or Special Events 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:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the 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?: RIVERBEND GAS AND GROCERY OWNER



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20230623133529963



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 STRICKLANDS WHATS INC
 Address: 2802 DADEVILLE ROAD
 ALEXANDER CITY, AL 35010
 Telephone: 256-504-9883

NEW APPLICANT:
 WHATS LLC
 Address: 2802 DADEVILLE ROAD
 ALEXANDER CITY, AL 35010
 Telephone: 850-714-1050

Current License No: 011669962

LICENSED PREMISES ADDRESS: 2802 DADEVILLE ROAD ALEXANDER CITY, AL 35010

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

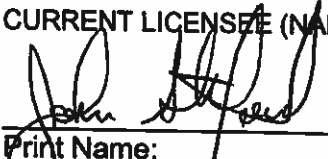
The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.


WITNESS our hands and seals on this the 23 day of June, 20 23.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)




 Print Name:
 Title:



 Print Name:
 Title:

WITNESS: (By ABC Enforcement)
 Revised 9/08



Receipt Confirmation Page

Receipt Confirmation Number: **20230623133529963**
Application Payment Confirmation Number: **92786826**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2:
License County: TALLAPOOSA
Business Type: LLC
Trade Name: **WHATS**
Applicant Name: **WHATS LLC**
Location Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010
Mailing Address: 2802 DADEVILLE ROAD
ALEXANDER CITY, AL 35010

Contact Person: JOE LAMPE
Contact Business Phone: 850-714-1050
FOR PUBLIC RELEASE

Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address: