



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, March 7, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Al Jones

Pledge of Allegiance: Captain Orr

Roll Call:

Approval of Minutes: February 21, 2022 Regular Meeting
February 21, 2022 Work Session
February 25, 2022 Special Called Meeting

Approval of Agenda:

Reports from Standing Committees:

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

Reports from Special Committees: None

Public Hearing: None

Report on Status of City Finances: None

Proclamation:

1. 2022 Natural Gas Workers Day

Unfinished Business: None

1. Ordinance 2022-08: An Amendment to the City's Sale Tax Ordinance Regarding Future Revenue for Education, Recreation, Infrastructure and Other Services
2. Ordinance 2022-09: An Ordinance to Amend the Zoning Map to Rezone Multiple Properties Located at HWY 280 and Robinson Road for Arthur Day
3. Ordinance 2022-10: An Ordinance to Amend the Zoning Map to Rezone Property Located at 3999 HWY 63 S for Stonebridge Development Group
4. Ordinance 2022-11: An Ordinance to Amend the Zoning Map and to Rezone Property Located at 1201 Maple Street for Habitat for Humanity

New Business:

1. Resolution 22-46: A Resolution for the Authorization of Hedging Natural Gas Through the Municipal Gas Authority of Georgia
2. Resolution 22-47: A Resolution to Amend the FY 2022 Budget and Approve Payment for Equipment Repair
3. Resolution 22-48: A Resolution to Temporarily Use ACRIP Funds Collected from March 2022 through June 2023 for Fiscal Year 2023 for General Fund Capital Expenses
4. Resolution 22-49: A Resolution to Appoint Voting Delegates for the 2022 Annual Business Meeting at the Alabama League of Municipalities Conference
5. Resolution 22-50: A Resolution to Authorize the Mayor to Execute an Engineering Agreement with Engineering Environmental and Forestry Services Company, PC (EEFS) for Professionals Services to Prepare Contract Plans for the Coven Abnett Highway Bridge Painting Project (BIN 8450)
6. Request: ABC License Request a Restaurant Retail Liquor for GS Kountry Kitchen located at 480 Laurel Street
7. Request: A Request to Approve Strand Sessions

Executive Session:

1. To consider the discipline or dismissal of a public employee.

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Adjournment:



**ALEXANDER
CITY
ALABAMA**

City of Alexander City, Alabama
Office of the Mayor

Proclamation

WHEREAS, safety is a vital aspect of natural gas distribution and the employees of the Alexander City Gas Department endeavor to make natural gas delivery as safe as possible;

WHEREAS, the attention and dedication of our gas utility workers is essential to ensuring the safety of natural gas distribution; and

WHEREAS, on Natural Gas Utility Workers' Day and throughout the year, we recognize the vital services these workers provide to the citizens of Alexander City; and

NOW, THEREFORE, I, Curtis "Woody" Baird, Mayor of the City of Alexander City, Alabama, do hereby proclaim March 18, 2022, as

"Natural Gas Utility Workers' Day"

in The City of Alexander City, Alabama.

*Given under my hand and Seal of the City of Alexander City,
Alabama, this 7th day of March, 2022.*

SEAL

Mayor Curtis "Woody" Baird

ORDINANCE NO. 2022-08

An Amendment to the City's Sales Tax Ordinance Regarding Future Revenue for Education, Recreation, Infrastructure and Other Services

BE IT ORDAINED by the City Council of the City of Alexander City, Alabama, to update the City's Sales Tax Ordinance as follows:

SECTION 1. That Ordinance No. 2020-08, Section 2, of the Code of Ordinances of Alexander City, Alabama be amended to read as follows:

That Chapter 82, Taxation, Article IV, Sales and Use Taxes, of the Code of Ordinances of Alexander City, Alabama be amended by the following:

Sec. 82-103.- Use of proceeds from taxes herein levied.

The proceeds from tax herein levied remaining after payment of the cost of collecting the said tax shall be applied as follows:

- (1) An amount equivalent to one-fourth (1/4) of one percent (1%) of said taxes so levied and collected, the proceeds from which totaling up to \$750,000 (after deduction for the cost of collections) through September 30, 2023. As of October 1, 2023 the cap shall be removed and said portion of the sales tax shall be used solely for school and educational purposes for schools located within the city, including without limitation the payment of the principal of and interest on debt incurred for public school purposes, and any remaining proceeds thereafter collected during any fiscal year of the city to be used for any lawful purpose;
- (2) An amount equivalent to one-half (1/2) for one percent (1%) of said taxes so levied and collected, shall be used for salaries, equipment, utilities, repairs, security and landscaping for Sportplex.
- (3) An amount equivalent to one-half (1/2) of one percent (1%) of said taxes so levied and collected, shall be used for Alexander City Road Improvement Program (ACRIP) which will be for roads, culverts, and bridge projects, including its construction, rehabilitation, design and engineering, assessment and materials related to those projects; and
- (4) All other tax proceeds so levied and collected shall be used for such lawful purpose or purposes for which the governing body of the city may from time to time direct and provide.

Sec. 82-104. - Article cumulative.

This article shall not be construed to repeal any of the provisions of the general license code or ordinance of the city, but shall be held to be cumulative, and the amounts of the taxes herein levied shall be in addition to the amounts of all other license taxes imposed by the city.

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

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

SECTION 4. This ordinance shall become effective immediately.

ADOPTED AND APPROVED this 7th day of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-08** which was adopted by the City Council on this 7th day of March 2022

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of March 2022

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____

ORDINANCE NO. 2022-09

An Ordinance to Amend the Zoning Map, to Rezone Multiple Parcels Located at HWY 280 and Robinson Road for Arthur Day

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

- 1) 62-05-09-29-3-001-041.000 SEE EXHIBIT "A"**
from B-1 (Neighborhood Business)/R-2 (Medium Density Residential) to B-2 (General Business)
- 2) 62-05-09-32-2-002-009.000 SEE EXHIBIT "A"**
from R-2 (Medium Density Residential) to R-3 (High Density Residential)
- 3) 62-05-09-32-2-001-014.000 SEE EXHIBIT "A"**
from R-2 (Medium Density Residential) to R-3 (High Density Residential)
- 4) 62-05-09-32-1-002-002.000 SEE EXHIBIT "A"**
from R-2 (Medium Density Residential) to R-3 (High Density Residential)
- 5) 62-05-09-32-1-002-025.000 SEE EXHIBIT "A"**
from R-2 (Medium Density Residential) to B-2 (General Business)
- 6) 62-05-09-32-2-001-001.001 SEE EXHIBIT "A"**
from B-1 (Neighborhood Business) to B-2 (General Business)

Property Locations: HWY 280 and Robinson Road

Parcel Numbers: See above

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

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

ADOPTED AND APPROVED this 7th of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Ordinance 2022-09

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-09** which was adopted by the City Council on this 7th of March 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____



City Council Public Hearing

281 James D. Nabors Drive
Council Chambers

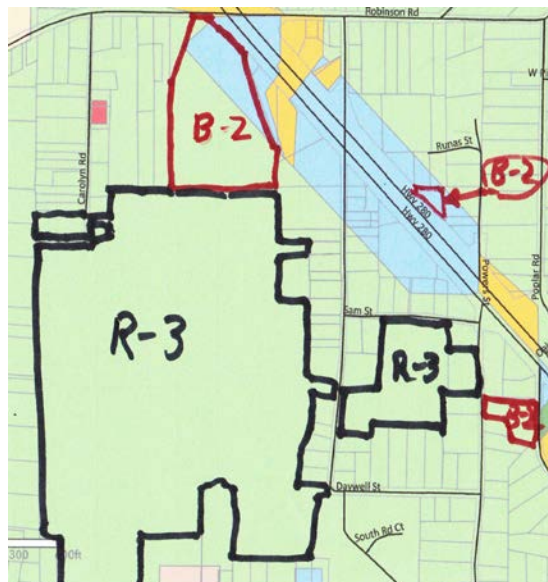
Monday, February 21, 2022 --- Meeting at 5:30 p.m.

The City Council of the City of Alexander City, Alabama, will have a public hearing on Monday, February 21, 2022, to hear public comments concerning the below described property:

- A. Name of the Petitioner: Arthur Day
- 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. & D. General Description: Hwy 280 and Robinson Road
 - 1) **62-05-09-29-3-001-041.000** SEE EXHIBIT "A"
from B-1 (Neighborhood Business)/R-2 (Medium Density Residential) to B-2 (General Business)
 - 2) **62-05-09-32-2-002-009.000** SEE EXHIBIT "A"
from R-2 (Medium Density Residential) to R-3 (High Density Residential)
 - 3) **62-05-09-32-2-001-014.000** SEE EXHIBIT "A"
from R-2 (Medium Density Residential) to R-3 (High Density Residential)
 - 4) **62-05-09-32-1-002-002.000** SEE EXHIBIT "A"
from R-2 (Medium Density Residential) to R-3 (High Density Residential)
 - 5) **62-05-09-32-1-002-025.000** SEE EXHIBIT "A"
from R-2 (Medium Density Residential) to B-2 (General Business)
 - 6) **62-05-09-32-2-001-001.001** SEE EXHIBIT "A"
from B-1 (Neighborhood Business) to B-2 (General Business)
- E. Monday, February 21, 2022 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 NO. 2022-10

An Ordinance to Amend the Zoning Map, to Rezone Multiple Parcels Located at 3999 HWY 63 S for Stonebridge Development Group

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

To rezone from PD (Planned Development) to B-2 (General Business)

Property Locations: 3999 HWY 63 S

Parcel Numbers: 62-12-05-15-0-000-013.024

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

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

ADOPTED AND APPROVED this 7th of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Ordinance 2022-10

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-10** which was adopted by the City Council on this 7th of March 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____



City Council Public Hearing

281 James D. Nabors Drive
Council Chambers

Monday, February 21, 2022 --- Meeting at 5:30 p.m.

The City Council of the City of Alexander City, Alabama, will have a public hearing on Monday, February 21, 2022, to hear public comments concerning the below described property:

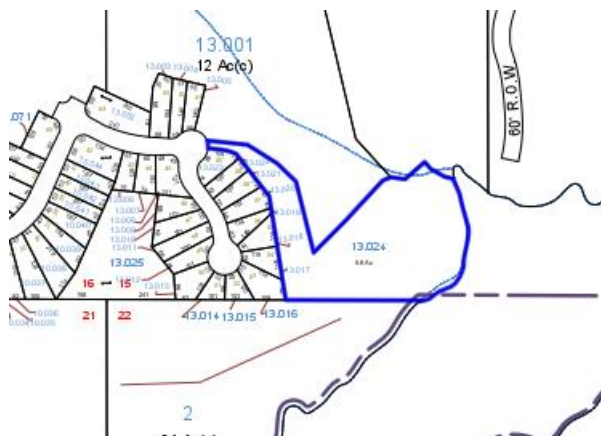
- A. Name of the Petitioner: Stonebridge Development Group
- B. The proposed rezoning ordinance may be inspected in the City Clerk's Office located in the Municipal Complex at 281 James D. Nabors Drive
- C. General Description: 3999 Hwy 63 S.

Parcels: 62-12-05-15-0-000-013.024

- D. PD (Planned Development) to B-2 (General Business)
- E. Monday, February 21, 2022 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 NO. 2022-11

An Ordinance to Amend the Zoning Map, to Rezone Multiple Parcels Located at 1201 Maple Street for Habitat for Humanity

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

To rezone from B-2 (General Business) to R-2 (Medium Density Residential)

Property Locations: 1201 Maple Street

Parcel Numbers: 62-05-08-34-4-001-062.004

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

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

ADOPTED AND APPROVED this 7th of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Ordinance 2022-11

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-11** which was adopted by the City Council on this 7th of March 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Publication Date: _____



City Council Public Hearing

281 James D. Nabors Drive
Council Chambers

Monday, February 21, 2022 --- Meeting at 5:30 p.m.

The City Council of the City of Alexander City, Alabama, will have a public hearing on Monday, February 21, 2022, to hear public comments concerning the below described property:

- A. Name of the Petitioner: Habitat for Humanity
- 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. General Description: 1201 Maple Street

Parcels: 62-05-08-34-4-001-062.004

- D. B-2 (General Business) to R-2 (Medium Density Residential)
- E. Monday, February 21, 2022 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.



RESOLUTION NO. 22-46

A Resolution for the Authorization of Hedging Natural Gas Through the Municipal Gas Authority of Georgia

WHEREAS, the City of Alexander City is a Member (the “Member”) of the Municipal Gas Authority of Georgia (the “Gas Authority”) and has entered into a Gas Supply Contract, dated as of April 1, 2020 (the “Gas Supply Contract”), with the Gas Authority; and

WHEREAS, the Member acknowledges that natural gas prices have historically been very volatile, and the use of hedging as provided for in the Gas Supply Contract can help mitigate price risk to the Member; and

WHEREAS, the Gas Authority’s staff has studied the use of hedging strategies to mitigate price risk associated with market conditions for residential and commercial customers (“R&C Customers”), poultry growers (“Poultry Growers”) and for industrial and other large end-users (“Industrial Customers”), and the staff has heretofore determined that it was feasible and desirable from a competitive standpoint to offer such hedging strategies to Members; and

WHEREAS, the Gas Authority has developed elective hedging programs under the provisions of the Gas Supply Contract to offer to Members to manage price risk associated with service to R&C Customers, Poultry Growers, Industrial Customers and other end-users; and

WHEREAS, under the Pricing Policy approved by the Board, Members are billed based on spot market prices adjusted for any hedges elected by the Members;

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. Approval of Hedging. The governing body of the Member hereby approves the use of the Gas Authority Member elective hedging programs under the Gas Supply Contract that enable the Member to offer hedged prices to its R&C Customers, Poultry Growers, Industrial Customers and other end-users (“Member Elective Price Hedging”). [The Member hereby elects to limit its Member Elective Price Hedging authority under the Gas Supply Contract to hedges of 36 months or less].

Section 2. Hedging Elections and Transaction Confirmations. The governing body of the Member hereby authorizes the Gas Department Superintendent and Mayor of the Member (the “Authorized Member Representatives”) to complete the election forms and/or transaction confirmations to enter into Member Elective Price Hedging and to deliver such election forms and/or transaction confirmations on behalf of the Member as its authorized act. The election forms and transaction confirmations shall be in substantially the form attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 3. General Authorizations, Incorporation of Recitals and Ratification of Actions. The Authorized Member Representatives are hereby authorized and directed to take such further actions and execute and deliver such certificates or other documents, agreements or instruments as shall be necessary or convenient to affect any Member Elective Price Hedging contemplated by this Resolution. The preambles hereto are hereby incorporated herein by this reference and approved, and all actions of the Authorized Member Representatives in the review and finalization of election forms and transaction confirmations under Member Elective Price Hedging are hereby ratified and approved.

ADOPTED AND APPROVED this 7th of March 2022.

Resolution: 22-46

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-46** which was adopted by the City Council on this 7th of March 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 22-47

A Resolution to Amend the FY 2022 Budget and Approve Payment for Equipment Repair

WHEREAS, the Street Department had a loader that was out of service because the undercarriage needed to be repaired; and

WHEREAS, the repair was completed by Tractor & Equipment Company for \$31,193.26; and

WHEREAS, it is recommended to amend the FY 2022 Budget and funds from the 7-Cent Gas Taxes can be utilized to pay for the repair, based on the AGO to Hon. Cecil Gardner, September 9, 1969 and AGO o Hon. Gene L. Hughes, May 26, 1977; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby amends the FY 2022 Budget to pay for services rendered for an amount not to exceed \$31,193.26.

ADOPTED AND APPROVED this 7th of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-47** which was adopted by the City Council on this 7th of March 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

TRACTOR & EQUIPMENT COMPANY

5336 AIRPORT HIGHWAY • BIRMINGHAM, ALABAMA 35212

PLEASE RENT TO:
P.O. BOX 12326
B'HAM, AL 35202-2326

STATEMENT/INVOICE QUESTIONS
TOLL FREE 866-591-2131

TRACTOR & EQUIPMENT COMPANY

Anniston (256) 831-2440

Shp to:

IN STORE PICKUP

Invoice to:

CITY OF ALEXANDER CITY
P. O. BOX 552
ALEXANDER CITY AL 35010

Branch Anniston		
Date 01/27/22	Time 15:58:46 (O)	Page 01
Account No. CITYO095	Phone No. 2563296730	Invoice No. W22628
Ship Via 020340	Purchase Order NEEDED	
		Salesperson AB2

SERVICE INVOICE

STK#/FLEET#

Q076842

963C LGP CRAWLER L
963C LGP

HRS PIN/EIN

X 2DS01420

WARRANTY DATE

HRS

SEGMENT# 1 5 1771 NA

11/16/21 11/16/21

#181 STREET DEPT

REPLACE UNDERCARRIAGE

CORRECTION:

washed side frames off
brought in shop and blocked up
broke tracks loose and pulled them outside
started removing sprocket segments and bottom rollers
removed all sprocket segments and rollers
buffed sprockets
began trying to remove idler pins
the pins were seized
tried a slide hammer in the puller hole and was unsuccessful
tried to heat links and use the slide hammer and puller hole was unsuccessful
tried lancing pins and hammering them and was unsuccessful
the final attempt was to just cut the ears on the idler
removed rock guards holding idler to frame
tries removing the pivot point on rock guards with heat and wedges and was unsuccessful
had to cut the ears from the rock guard and idler and press out the pivot point which removed some of the bushings
began removing's track adjuster to repack them
removed the first stage
removed entire idler assembly in order to separate the second stage
cleaned out the track adjuster in order to pack them
packed track adjusters and re installed them installed retainer rings and rod then installed idler assembly

CONTINUED ON PAGE 02

TERMS NET 10th

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON ALL ACCOUNT BALANCES OUTSTANDING THIRTY (30) DAYS OR MORE. BUYER SHALL PAY ALL COLLECTION COSTS, INCLUDING A REASONABLE ATTORNEY'S FEE INCURRED BY SELLER IF BUYER FAILS TO PAY ALL AMOUNTS HEREUNDER WHEN DUE. NO CLAIMS ALLOWED UNLESS NOTICE IN WRITING IS MADE WITHIN 10 DAYS FROM RECEIPT OF GOODS. NO CREDIT CAN BE ALLOWED ON PARTS RETURNED AFTER 30 DAYS.

TRACTOR & EQUIPMENT COMPANY

5336 AIRPORT HIGHWAY • BIRMINGHAM, ALABAMA 35212

PLEASE REMIT TO:
P.O. BOX 12326
B'HAM, AL 35202-2326

STATEMENT/INVOICE QUESTIONS
TOLL FREE 866-691-2131

TRACTOR & EQUIPMENT COMPANY

Anniston (256) 831-2440

Ship to:

IN STORE PICKUP

Invoice to:

CITY OF ALEXANDER CITY
P. O. BOX 552
ALEXANDER CITY AL 35010

Branch Anniston		
Date 01/27/22	Time 15:58:46 (O)	Page 02
Account No. CITY0095	Phone No. 2563296730	Invoice No. W22628
Ship Via 020340	Purchase Order NEEDED	
		Salesperson AB2

SERVICE INVOICE

STK#/FLEET#

Q076842

963C LGP CRAWLER L
963C LGP

HRS PIN/EIN

X 2D801420

WARRANTY DATE

HRS

installed rock guards and slides
wrapped tracks
washed off machine and wiped can out
threw away all old parts
LG

STK#/FLEET#	Description	HRS	UNIT	PRICE	TOTAL
FRT-TRK-IN	Truck Inbound	1		125.98	125.98
FRT-UPS-IN	UPS Inbound	5		27.47	137.36
M1J1902	SEAL	8	N	21.98	175.84
M20Y-54-28590	COVER	1		52.00	52.00
M3W8398	BEARING	8	N	32.58	260.60
M7K9209	SEAL	12	N	7.72	92.64
M7P2355	PIN	4	N	20.75	83.00
M7P7334	BEARING	4	N	13.31	53.24
M7P8733	Spring	8	N	8.45	67.60
M8Y5306	RETAINER	2		51.64	103.28
VE7533	THREAD LOCKER	2		29.56	59.12
07020-00000	FITTING	4		2.38	9.52
089099107	Brake Cleaner	4		4.29	17.16
1400168H2	G2LI Tube Greas	4		3.89	15.56
34CR3324/22	963 DOUBLE GROU	72	M	72.97	5253.84
34CR3325/22	963 MASTER DOUB	2	M	70.43	140.86
34CR3330	D6D SEGMENT GRO	2	M	215.27	430.54
34CR4007WB	963 IDLER W/BRA	2	M	1814.87	3629.74
34CR4267/37	963 SALT TRACK	2	N	3573.48	7146.96
34CR4800	D6H TOP ROLLER	2	M	204.45	408.90
34CR6088	D6R SF ROLLER P	6	M	327.36	1964.16
34CR6089	D6R DF ROLLER P	6	M	339.92	2039.52
341F0636	SEAL	6	N	53.43	320.56
34181859	3/4" X 2 5/32"	318	M	1.14	362.52
34181860	3/4" SQUARE TRA	288	M	.53	152.64

CONTINUED ON PAGE 03

TERMS NET 10th

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON ALL ACCOUNT BALANCES OUTSTANDING THIRTY (30) DAYS OR MORE. BUYER SHALL PAY ALL COLLECTION COSTS, INCLUDING A REASONABLE ATTORNEY'S FEE INCURRED BY SELLER IF BUYER FAILS TO PAY ALL AMOUNTS HEREUNDER WHEN DUE. NO CLAIMS ALLOWED UNLESS NOTICE IN WRITING IS MADE WITHIN 10 DAYS FROM RECEIPT OF GOODS. NO CREDIT CAN BE ALLOWED ON PARTS RETURNED AFTER 30 DAYS.

TRACTOR & EQUIPMENT COMPANY

5336 AIRPORT HIGHWAY • BIRMINGHAM, ALABAMA 35212

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CITY OF ALEXANDER CITY
 P. O. BOX 552
 ALEXANDER CITY AL 35010

Branch Anniston		
Date 01/27/22	Time 15:58:46 (O)	Page 03
Account No. CITY0095	Phone No. 2563296730	Invoice No. W22628
Ship Via 020340	Purchase Order NEEDED	
		Salesperson AB2

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
Q076842	963C LGP CRAWLER L 963C LGP		X 2DS01420		
342J7426	OIL SEAL-LIP TY	2	N	11.19	22.38
34388182	5/8" X 1 7/8" S	40	M	1.01	40.40
343W8177	RETAINER	2	N	36.36	72.72
346V5845	BOLT 20MM X 70M	48	M	1.43	68.64
347H3607	5/8" HEX NUT NF	40		.29	11.60
347X4799	SEAL-O RING	2	N	4.89	9.78
348T3282	WASHER 20MM	48	N	.24	11.52
348Y0037	SEAL A	2	N	14.49	28.98
				PARTS	23369.16
				LABOR	7824.10
12000001				SEGMENT TOTAL==>	31193.26

***** WORK ORDER TOTALS *****

PARTS	23369.16
LABOR	7824.10
Total Invoice	31193.26

TERMS NET 10th

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON ALL ACCOUNT BALANCES OUTSTANDING THIRTY (30) DAYS OR MORE. BUYER SHALL PAY ALL COLLECTION COSTS, INCLUDING A REASONABLE ATTORNEY'S FEE INCURRED BY SELLER IF BUYER FAILS TO PAY ALL AMOUNTS HEREUNDER WHEN DUE. NO CLAIMS ALLOWED UNLESS NOTICE IN WRITING IS MADE WITHIN 10 DAYS FROM RECEIPT OF GOODS. NO CREDIT CAN BE ALLOWED ON PARTS RETURNED AFTER 30 DAYS.



CITY OF ALEXANDER CITY

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

COUNCIL REQUEST MEMORANDUM

Per the City's Organizational Ordinance 2017-01, any written request to be placed on the agenda of the regular Council Meeting must be submitted to the City Clerk by close of business on the Friday ten days prior to the meeting of the Council. All resolutions and ordinances shall have a thorough explanation and supporting documentation when submitted. By completing this form, the Clerk will be allowed to prepare better documentation for the Council and Mayor, and for any future references.

Department: _____ Meeting Request Date: _____

SECTION 1: Request Information

Description of Request:

Are there any previous ordinances or resolutions that pertain to said request? If so, please list the numbers and attach a copy for reference. _____

Is there a deadline, time sensitive, or any need or immediate consideration? YES NO

If yes, explain.

Is this a bid? If so, Bid # _____ Bid Title: _____

Recommendation for Award: _____ Amount: _____

All bids must be accompanied with all submitted bid documents and tabulation.

Is a professional service firm assisting with the project? YES NO

If yes, what firm? _____

SECTION 2: Funding

All resolutions and ordinances containing a budget amendment, grant request, or any type of financial request must be reviewed by the Finance Director prior to being placed on the agenda.

Are the funds included in the current fiscal year approved budget? This includes contractor labor, materials, professional services, software, implementation, etc. YES NO

If a portion of the funds are included, but more are needed please explain below.

Is there a need to include in another fiscal year budget? If so, explain.

SECTION 3: Supporting Documentation

**Attach any and all supporting documents including agreements, invoices, insurance, etc.

Are signatures required? If so, how many and who?

Provide the name, mailing address, contact number, email, and other information for whom and where the documents will need to be sent to after completion. If you are returning the documents, the Clerk's Office must keep a copy on file.

SECTION 4: Other

Provide any notes or further information that will assist the Council and Mayor when making a decision concerning said request.

Superintendent's Signature

Date

Finance Director Signature

Date

Mayor's Signature

Date

CLERK'S OFFICE USE ONLY

Date Received: _____

Council Meeting Date: _____

Received By: _____

Other Notes:

RESOLUTION NO. 22-48

A Resolution to Temporarily Allocate ACRIP Funds Collected from March 2022 through June 2023 for Fiscal Year 2023 for General Fund Capital Expenses

WHEREAS, the City has an opportunity to invest in general fund capital projects are needed because of neglect over many years; and

WHEREAS, it is recommended to temporarily utilize ACRIP funds collected (.5 of 1% of the City's Sales Tax) from March 2022 through June 2023 to fund capital improvements and replace the ACRIP funds with the 4-Cent, 5-Cent, 7-Cent, and 8-Cent collected taxes; and

WHEREAS, said taxes have accumulated, for multiple years, in separate accounts with a total balance of approximately \$1,300,000; and

WHEREAS, said taxes can only be utilized for resurfacing, restoration, and rehabilitation of roads and streets; and which allows us to be able to temporarily utilize ACRIP funds for other projects; and

WHEREAS, because of the balance that has accumulated from the taxes stated above, the City, can support a temporary use of the ACRIP funds; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Finance Director is authorized to utilize ACRIP funds collected from March 2022 through June 2023 for funds capital improvements and to replace the ACRIP funds with the funds collected from the 4-Cent, 5-Cent, 7-Cent, and 8-Cent taxes.

ADOPTED AND APPROVED this 7th of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-48

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. 22-48** which was adopted by the City Council on this 7th of March 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 22-49

A Resolution to Appoint Voting Delegates for the 2022 Annual Business Meeting at the Alabama League of Municipalities Conference

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, the following be and are hereby appointed as voting delegates for the Annual Business Session of the Alabama League of Municipalities Convention as follows:

1. Buffy Colvin as Voting Delegate
2. Bobby Tapley as 1st Alternate Voting Delegate
3. Eric Brown as 2nd Alternate Voting Delegate

ADOPTED AND APPROVED this 7th of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-49** which was adopted by the City Council on this 7th of March 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

RESOLUTION NO. 22-50

A Resolution to Authorize the Mayor to Execute an Engineering Agreement with Engineering Environmental and Forestry Services Company, PC (EEFS) for Professionals Services to Prepare Contract Plans for the Coven Abbett Highway Bridge Painting Project (BIN 8450)

WHEREAS, the Coven Abbett Bridge is in need of repair; and

WHEREAS, the City receives funds from the Rebuild Alabama Act 2019-2; and

WHEREAS, the FY21 Transportation Plan, Resolution 21-113, states that the City will utilize the Rebuild Alabama funds to provide funding for the repairs to the entrance at the city cemetery; and

WHEREAS, it is recommended to repair the bridge immediately by utilizing the Rebuild Alabama Act funds, while working concurrently on the cemetery project, but give priority to the bridge project; and

WHEREAS, the City has determined that it desires to obtain professional engineering services from Engineering Environmental and Forestry Services Company, PC (EEFS) to prepare contract plans, procure the bid and other services; and

WHEREAS, it is estimated to cost the City will be \$33,000 for said engineering services; and

WHEREAS, EEFS Company, PC has worked diligently with the City on previous projects and has professional qualifications to render the necessary engineering services for the City's needs; and

THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Engineering Agreement with EEFS Company, PC.

FURTHER BE IT RESOLVED, the City Council adopts the above plan as the amended FY 21 Transportation Plan.

ADOPTED AND APPROVED this 7th of March 2022.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-50

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. 22-50** which was adopted by the City Council on this 7th of March 2022.

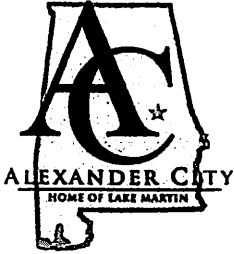
WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th of March 2022.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



CITY OF ALEXANDER CITY

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

COUNCIL REQUEST MEMORANDUM

Per the City's Organizational Ordinance 2017-01, any written request to be placed on the agenda of the regular Council Meeting must be submitted to the City Clerk by close of business on the Friday ten days prior to the meeting of the Council. All resolutions and ordinances shall have a thorough explanation and supporting documentation when submitted. By completing this form, the Clerk will be allowed to prepare better documentation for the Council and Mayor, and for any future references.

Department: Public Works Meeting Request Date: 02/21/2022

SECTION 1: Request Information

Description of Request:

Update the council concerning the Coven Abnett Bridge project using Rebuild Alabama funds. We would like to proceed with EEFS Company, PC who would provide the design, construction plans, procure the bid and limited construction management services. After the bids are received by the council, the council can determine whether or not to use Rebuild Alabama funds.

Are there any previous ordinances or resolutions that pertain to said request? If so, please list the numbers and attach a copy for reference. No

Is there a deadline, time sensitive, or any need or immediate consideration? YES NO

If yes, explain.

Every month that this project is postponed the situation will get worse and be more costly.

Is this a bid? If so, Bid # No Bid Title: _____

Recommendation for Award: _____ Amount: \$ 33,000.00

All bids must be accompanied with all submitted bid documents and tabulation.

Is a professional service firm assisting with the project? YES NO

If yes, what firm? EEFS Company, PC

SECTION 2: Funding

All resolutions and ordinances containing a budget amendment, grant request, or any type of financial request must be reviewed by the Finance Director prior to being placed on the agenda.

Are the funds included in the current fiscal year approved budget? This includes contractor labor, materials, professional services, software, implementation, etc. YES NO

If a portion of the funds are included, but more are needed please explain below.

The funds for the engineering can come from Rebuild Alabama. We will bring a bid back to the council for consideration.

Is there a need to include in another fiscal year budget? If so, explain.

SECTION 3: Supporting Documentation

****Attach any and all supporting documents including agreements, invoices, insurance, etc.**

Are signatures required? If so, how many and who?

Attaching invoice from EEFS Company, PC.

(may need to attach current contract between the City and EEFS)

Provide the name, mailing address, contact number, email, and other information for whom and where the documents will need to be sent to after completion. If you are returning the documents, the Clerk's Office must keep a copy on file.

SECTION 4: Other

Provide any notes or further information that will assist the Council and Mayor when making a decision concerning said request.

Gerard Brewer Digitally signed by Gerard Brewer
Date: 2022.02.10 12:31:46 -06'00'

Superintendent's Signature

Date

Finance Director Signature

Date

Mayor's Signature

Date

CLERK'S OFFICE USE ONLY

Date Received: _____

Council Meeting Date: 3/7/22

Received By: Am

Other Notes:

ENGINEERING AGREEMENT
ENGINEERING ENVIRONMENTAL AND FORESTRY
SERVICES COMPANY, PC AND
THE CITY OF ALEXANDER CITY
CIVIL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF ALEXANDER CITY hereinafter called the OWNER and ENGINEERING, ENVIRONMENTAL & FORESTRY SERVICES COMPANY, P.C. (EEFS COMPANY, PC) a corporation operating under the laws of the State of Alabama hereinafter called the "Engineer".

WITNESSETH:

WHEREAS, the OWNER has determined that it desires to obtain certain professional engineering services to be rendered for the OWNER and its Coven Abbett Highway Bridge Painting Project (BIN 8450).

WHEREAS, the Engineers have previously represented to the OWNER that they have the academic and professional qualifications and personnel to render the necessary engineering services for the OWNER's needs, and

WHEREAS, the Engineer agrees to provide professional engineering services to the OWNER.

WHEREAS, the OWNER requires such services for the purposes hereinafter outlined,

NOW, THEREFORE, the OWNER does hereby employ said "Engineer" to perform certain Engineering services as follows:

ARTICLE I - SCOPE OF WORK

The Engineer will accomplish the following tasks for the OWNER under the Coven Abbett Bridge (BIN8450) Painting Project.

ENGINEER'S PRIMARY RESPONSIBILITIES

The Engineer shall perform design surveys and professional engineering services to prepare contract plans for the Coven Abbett Highway Bridge Painting Project (BIN 8450).

1. Conceptual Design
 - a. Prepare a 30% Conceptual Design for presentation to the City of Alexander City for conceptual approval including a presentation to the necessary City personnel.
 - b. EEFS will coordinate with Bridge Inspection Services, LLC to ensure any specific issues related to painting and bridge coating get addressed.
2. Evaluate existing Coven Abnett Highway Bridge (BIN 8450) and its members to prepare construction plans for the repainting of the bridge. If this inspection requires a snooper truck, that costs is not included. Bridge plans from the County have been provided and will be utilized along with field observations to prepare construction plans.
3. Prepare final construction plans will in accordance with ALDOT Standard Specifications for Highway Construction 2022 Edition.
 - a. Prepare final construction drawings and construction cost estimate on the basis of the Owner approved conceptual design.
4. Bid Procurement
 - a. Provide final cost estimate submittal as requested
 - b. Prepare contract documents and bid proposal sheet, including appropriate 2022 ALDOT Standard Specifications and 2022 ALDOT Standard Highway Drawings.
 - c. Coordinate and administer the opening of the bids in accordance with Alabama State Bid Law. Advertisement costs not included in the contract and are the responsibility of the Owner.
5. Environmental documents and clearances are not anticipated. Contractor will be required to provide a “Surface Preparation Plan Submittal” in accordance with ALDOT Specification Section 521.07. This will ensure compliance with ADEM and EPA for handling of any potentially hazardous material removed from the bridge prior to painting.
6. Limited Construction Management Services have been requested from the Engineer on this project. These limited services are detailed below.
 - a. Oversee Preconstruction Conference for the City (Limited to 8 Hours)
 - b. Review of miscellaneous project submittals required by Section 521 of the ALDOT Standard Specifications or referenced in the project plans (Limited to 20 Hours)
 - c. It is expected to take 30 working days to complete this project. We will provide one (1) day of on-site inspection (Senior Inspector) during the initial parts of the blast removal process and one (1) day of on-site inspection during the initial parts of the bridge coating process.
 - d. CE&I Items not included in our scope of work are as follows: Review of Monthly Estimates, Daily Inspection Services, Maintaining project construction files and/or daily QCM Information, Preparing Project Closeout Documents

7. Other items excluded from our scope of work:
 - a. Traffic counts / studies
 - b. Full Construction Engineering & Inspection (CE&I) Services
 - c. ADEM NPDES Permitting
 - d. ROW Acquisition
 - e. Testing of existing paint material on bridge
 - f. Geotechnical Investigation and/or reports

ARTICLE II - PAYMENT OF ENGINEERING SERVICES

The Engineer agrees to provide professional services for the tasks in Article I Scope of Work and the owner agrees to pay the engineer an amount not to exceed \$33,000.00 dollars for the survey, final design plan preparation, bid procurement and limited construction management services.

TOTAL ENGINEERING SERVICES CONTRACT \$33,000.00

Partial payment for all engineering services shall be paid under the terms of this agreement. Pay requests shall be made no more than monthly and payments shall be due within 30 days of receiving the invoice. Any invoice in excess of 30 days may bear an interest rate of one-and one-half percent (1.5%) per month and Owner shall reimburse any expenses including legal costs and collection costs of the outstanding balance due Engineer.

ADDITIONAL SERVICES

Additional Engineering Services for the OWNER will be billed separately from this Agreement under an amendment to the agreement.

Additional services, consisting of special projects, may be requested by the OWNER and shall be billed under an Agreement Amendment for any other particular projects.

For the services performed by the Engineer under this agreement the OWNER will compensate the Engineer as follows:

1. The Engineer will invoice monthly for his actual work completed on a time and expense basis, with a price not to exceed contract totals without approval from the OWNER Engineer. Payment shall be made within thirty (30) days of receiving the invoice.
2. Other engineering services for special projects will be invoiced at the rates in the attached fee schedule in Attachment 1. Any additional services shall be itemized separately from the "Engineer's" primary responsibilities encompassed within this agreement using rates in the attached fee schedule. See Item 7 under Article I for specific tasks excluded from this project. Reasonable and necessary outside expenses incurred in connection with services performed in this contract shall be billed at cost plus 15%. These include advertisement for bid and plan reproduction cost.

3. Reasonable and necessary expenses associated with the primary responsibilities and/or other services rendered in connection with this contract shall be billed at cost plus 15%.
4. Copies of any and all invoices for services and/or expenses submitted for payment to the OWNER shall be directed to the OWNER (Mayor's) office and also copied to the City Clerk's office.

ARTICLE III - TERMINATION AND PAYMENT UPON TERMINATION

1. Termination

Termination by either Party: This Agreement may be terminated by either party upon the giving of thirty (30) days written notice of the other party's notice of termination.

2. Payment upon Termination

- A. If termination is affected by the OWNER (1) no amount shall be allowed for anticipated profit on unperformed services or other work by the Engineer, and (2) adjustments due the OWNER may be made to the extent of any additional costs occasioned to the OWNER by reason of the Engineer's default.
- B. Termination: The "Engineer" shall be paid for all services performed prior to receipt of the notice of termination unless special arrangements are negotiated. In addition to payment to "Engineer" for engineering services rendered, the "Engineer" shall also be paid for all reasonable and necessary expenses incurred prior to the Engineer's receipt of notice of termination.

3. Obligations upon Termination

Obligations of Engineer: Upon receipt of the notice of termination pursuant to the above paragraphs, the Engineer shall (1) promptly discontinue all services (unless the notice directs otherwise), and (2) deliver or otherwise make immediately available to the OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

4. Successors and Assigns

The OWNER and the "Engineer" each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the "Engineer" shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization, which may be a party hereto.

ARTICLE IV - GENERAL TERMS AND CONDITIONS

1. Authorization to Proceed

The “Engineer” will proceed with performing engineering services for the OWNER when the Engineering Agreement is signed and received by the engineer.

2. Insurance

The Engineer shall secure and maintain Workmen's Compensation and Business and Professional Liability Insurance. A Certificate of Insurance shall be provided to the OWNER. Minimum liability limits in the amount of one million dollars (\$1,000,000) Business Liability and one million dollars (\$1,000,000) Professional Liability shall be maintained. A Certificate of Business and Professional Liability Insurance shall be provided to the OWNER. If the OWNER requires an increase in the insurance liability limit the OWNER shall reimburse the direct cost increase to the engineer.

3. Successors and Assigns

The OWNER and the “Engineer” each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreements. Except as above, neither the OWNER nor the “Engineer” shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization which may be party hereto.

4. Indemnity

The “Engineer” hereby agrees to indemnify and hold the OWNER harmless on account of any claims the OWNER may receive as result of the “Engineer’s” negligence and/or malfeasance due to the actions taken by the “Engineer”. The OWNER hereby agrees to indemnify and hold the “Engineer” harmless on account of any negligence or malfeasance of the OWNER or OWNER employee’s actions.

5. Limitation of Liability

Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Article IV-2 to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or

Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

6. **Standard of Care**

The Engineer shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work.

ARTICLE V – OWNER’S RESPONSIBILITIES

1. The OWNER shall assign and designate work to be performed by the Engineer as outlined in this contract.
2. The OWNER shall provide access to public records maintained by the OWNER and required by the Engineer to perform the duties of this Agreement. This shall include deeds, right of way deeds, right of way maps, right of entry for proposed road right of way locations and surveys. Project history, feasibility studies, geotechnical & geological reports and studies, environmental data & studies (including wetlands and endangered species), archeological & historical studies and special site condition studies.
3. Provide utility easement and location of underground public utilities by marking for survey crew location. Uncovering or spot elevations in some locations may be required.
4. All notices provided for in this agreement shall be made in writing and as follows:

i. If to Engineer:

Ronald R. Gilbert, P.E, R.F
Engineering, Environmental & Forestry
Services Company, P.C. (EEFS)
1930 2nd Avenue North
Bessemer, AL 35021

ii. If to Owner:

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

5. This agreement contains all the representations made between the parties, states the entire contract between the parties and shall not be amended or modified unless in writing.

6. In the event it should become necessary for either party to enforce this agreement then the non-defaulting party shall be entitled to recover from the defaulting party all reasonable costs of enforcement including but not limited to attorney's fees and court costs.

ARTICLE VI – ALABAMA IMMIGRATION LAW COMPLIANCE

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THIS THE _____ DAY OF _____, _____.

OWNER (CITY OF ALEXANDER CITY)

EEFS COMPANY, PC

By: _____
Mayor Woody Baird
City of Alexander City

By: _____
Ronald R. Gilbert, P.E., R.F.
Engineer

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

ATTACHMENT 1

EEFS COMPANY, PC
1930 SECOND AVENUE NORTH, SUITE 150
BESSEMER, ALABAMA 35020

FEE FOR SERVICES

OWNER agrees to pay EEFS an amount for the time of all personnel engaged directly under this Agreement based on EEFS's Rates for Personnel plus an amount for incurred expenses based on EEFS's Rates for Expenses.

The rates for Personnel used as a basis for payment are as set forth below (these rates are subject to adjustment on January 1 of each year):

Principal Engineer	\$145.00 per hour
Project Manager	\$90.00 per hour
Professional Engineer	\$120.00 per hour
Staff Engineer	\$ 80.00 per hour
Senior Designer	\$ 85.00 per hour
Designer	\$ 65.00 per hour
Senior Draftsman	\$ 65.00 per hour
Draftsman	\$ 50.00 per hour
Engineer Assistant	\$ 55.00 per hour
Administration	\$ 45.00 per hour
Clerical	\$ 40.00 per hour
Professional Surveyor	\$ 90.00 per hour
Two-Man Survey Crew	\$115.00 per hour
Three-Man Survey Crew	\$140.00 per hour
Four-Man Survey Crew	\$165.00 per hour
Survey Party Chief	\$ 55.00 per hour
One-Man GPS Survey Crew	\$150.00 per hour
Two-Man GPS Survey Crew	\$175.00 per hour
Three-Man GPS Survey Crew	\$295.00 per hour
Robotic One-Man Surveyor	\$125.00 per hour
Robotic Two-Man Survey Crew	\$150.00 per hour
Two-Man Total Station Survey Crew	\$115.00 per hour
Senior Inspector	\$ 75.00 per hour
Inspector	\$ 50.00 per hour

The Rates for Expenses used as a basis for payments are as set forth below:

A. OUTSIDE EXPENSES:

Outside expenses incurred under this agreement for which EEFS must pay shall be charged at actual cost-plus 15 percent. These expenses may include, but shall not be limited to, costs for transportation and subsistence incidental thereto; mapping, photographic or reproductions services; equipment rental; fees for permits, filings, applications, bonds and special insurance coverage's; long distance telephone charges; services provided by professional firms, outside consultants, and testing firms; postage and freight; etc.

B. IN-HOUSE EQUIPMENT EXPENSES (these rates are subject to adjustment on January 1 of each year):

Fee for Services Attachment

Work done for a client, (OWNER) by ENGINEER'S personnel in connection with litigation, including all time required to prepare for and/or appearance, including standby prior to hearing will be charged at two (2) times the standard rates shown above.

NEGOTIATED CONTRACTS:

Lump Sum, Cost Plus and other forms of Contracts will be entertained on an individual basis.

SUBCONTRACTS:

Subcontracts entered into for the Owner's account will be billed through at cost, plus a fee of 15 % of the subcontract price.

RESOLUTION NO. 21-113

A Resolution to Continue the FY21 Transportation Plan Per Resolution 21-93

WHEREAS, Act 2019-2, Rebuild Alabama, was approved on March 6, 2019, by the Alabama Legislature; and

WHEREAS, said act, provides for the collection of an additional excise tax on gasoline and diesel fuel and distributes proceeds to the state, counties, and municipalities for maintenance, improvement, replacement, and construction of roads and bridges; and

WHEREAS, with the additional funding the governing body is required to adopt an annual Transportation Plan no later than August 31st each year for the following fiscal year; and

WHEREAS, the City of Alexander City, City Council approved Resolution 19-94 on August 17, 2020, to improve the entrance road at the City Cemetery; and

WHEREAS, the City continues to work on the FY21 Transportation plan; and

WHEREAS, if the project referenced above is completed prior to the end of FY22, the City will evaluate future projects and update the FY22 Transportation plan accordingly; and

WHEREAS, as of August 5, 2021, the City has received \$135,000 in funding from the Rebuild Alabama, Act 2019-2; and

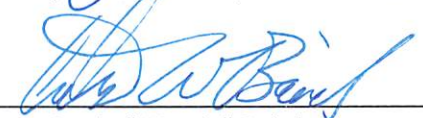
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, hereby adopts said transportation plan for FY22, per the requirement of Act 2019-2, Rebuild Alabama.

ADOPTED AND APPROVED this 16th day of August 2021.

ATTEST:


Amanda F. Thomas, City Clerk


Audrey "Buffy" Colvin, Council President


Curtis "Woody" Baird, Mayor

Resolution: 21-113

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. 20-113** which was adopted by the City Council on this 16th day of August 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 16th day of August 2021.

Amanda F. Thomas
City Clerk of the
City of Alexander City, Alabama



Yeas: unanimous

Nays: None



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220217112701084

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$150.00
 Type License: State: County:
 Trade Name: **GS KOUNTRY KITCHEN** Filing Fee: \$50.00
 Applicant: **KIMBERLY ROBINSON** Transfer Fee:
 Location Address: 480 LAUREL STREET ALEXANDER CITY, AL 35010
 Mailing Address: 541 R STREET ALEXANDER CITY, AL 35010
 County: TALLAPOOSA Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership:
 Book, Page, or Document info:
 Do you sell Draft Beer?:
 Date Incorporated: State incorporated: County Incorporated:
 Date of Authority:
 Federal Tax ID: 88-0572458 Alabama State Sales Tax ID: R123456789

Name:	Title:	Date and Place of Birth:	Residence Address:
KIMBERLY ROBINSON [REDACTED]	OWNER	[REDACTED]	ALEXANDER CITY, AL 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: KIMBERLY ROBINSON Home Phone: 256-749-3038
 Business Phone: 256-749-3038 Cell Phone:
 Fax: E-mail: KIMBERLYROBINSON24@HOTMAIL.COM

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220217112701084

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **RICKEY ROBINSON 256-226-4748**
 What is lessors primary business? **OWNER**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **3000** Display Square Footage:
 Building seating capacity: **50** Does Licensed premises include a patio area? **NO**
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: **0** Nearest: **0**
 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: 20220217112701084

Initial each

Signature page

KMR
 KMR

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.

KMR

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, 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.

KMR

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.

KMR

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.

KMR

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): Kimberly M. Robinson

Signature of Applicant: Kimberly M. Robinson

Notary Name (print): Retunda Leonard

Notary Signature: Retunda Leonard

Commission expires: 6-5-2023

Application Taken: 2/17/2022 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20220217112701084**
Application Payment Confirmation Number: 81623748

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:
Trade Name: **GS KOUNTRY KITCHEN**
Applicant Name: **KIMBERLY ROBINSON**
Location Address: 480 LAUREL STREET
ALEXANDER CITY, AL 35010
Mailing Address: 541 R STREET
ALEXANDER CITY, AL 35010
Contact Person: KIMBERLY ROBINSON
Contact Home Phone: 256-749-3038
Contact Business Phone: 256-749-3038
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:



**ALEXANDER
CITY**
ALABAMA

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

www.alexandercityal.gov

Event Application

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

Only incorporated non-profit organizations are allowed to apply for a Special Event Permit. If the organization is requesting to distribute / serve or allow brought-in alcohol, then the Special Event portion of this application must be completed. Furthermore, an ABC application must be completed if the organization is planning to distribute alcohol. The application must be submitted to the ABC Board prior to City Council approval and/or submitted with the completed event application. The contact number to the ABC Board is listed on page 6.

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

Name of Organization: Lake Martin Yng Professionals / Alex 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: April 7, May 5, June 2, July 7

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 live music for residents;
promoting local musical artists

Descriptive Summary of Event: Free live music concerts on the first Thursday of the month

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 local artists

Benefit to Downtown Economy: Guests typically 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.lakekentiny.com Facebook: 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: Street Sessions has been going on 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? _____

Just use of lamp post outlets

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

Portable Toilets

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

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

Number of Regular porta-potties 2 ADA # _____

When will portable toilets be delivered? day of

Multi-day events require portable toilets daily.

Event Clean-Up/Trash Removal

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

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

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

First Aid Plan

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

What plan do you have for emergencies? 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.

ARTS AND ENTERTAINMENT DISTRICT RULES AND RESTRICTIONS

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

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

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

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

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

Liability Coverage

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

Name of Insured: _____ Producer: _____

Policy No.: _____ Effective Date: _____ Expiration Date: _____

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

Geographical Parameters

Describe or attach a map with the event geographical parameters.

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 a fee of \$500.00 per Ordinance 99-09.

OTHER INFORMATION:

Tallapoosa County Health Department: (256) 329-0531

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

A&E Committee: (256) 329-9227

ABC Board: (334) 826-1137

Advanced Disposal: (334) 513-1864

Applicant's Signature 

Date 2/14/21

A&E Signature _____

Date / /

INTERNAL USE ONLY

Date Received: / /

Approved: / /

Disapproved: / /

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

Contact the Following:

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

Authorized Signature: _____

Date: / /



ALEXC-1

OP ID: WD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2022

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

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

PRODUCER 256-234-5026 Dark Insurance Agency, Inc. 410 Hillabee Street P.O. Box 506 Alexander City, AL 35011-0506 John C. Dark	CONTACT NAME: John C. Dark, CIC PHONE (A/C, No, Ext): 256-234-5026 FAX (A/C, No): 256-234-5038 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Co NAIC # 18058 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
--	---

INSURED
 Alex City Chamber of Commerce
 ALECO1
 P.O. Box 926
 Alexander City, AL 35011

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	<input checked="" type="checkbox"/>		EV84386	04/07/2022	12/06/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/POP AGG \$ 3,000,000 _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

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

Certificate holder is additional insured on the General Liability.

CERTIFICATE HOLDER <p style="text-align: center;">CITYA-1</p> City of Alexander City P.O.Box 552 Alexander City, AL 35011	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John C. Dark</i>
---	---

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



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

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

February 23, 2022

RE: City Council – Executive Session Request

Amanda,

I am in receipt of a request from an employee for an appeal hearing related to a recommendation of dismissal from the department head. This recommendation to dismiss was appealed to, and heard by the Mayor in an appeal hearing on 2/14/22, in which the Mayor upheld the recommendation to dismiss.

According to the City's Personnel Manual section 8.2.1 (d) "If the Mayor's decision involves a deprivation of rights (suspension without pay, demotion or dismissal) the employee shall address his final appeal to the City Council through the personnel director."

According to State of Alabama Open Meetings Act, an executive session may be held to discuss "the discipline or dismissal of, or to hear formal written complaints or charges brought against a public employee, students and individuals who are subject to the regulation of a governmental body."

Please let me know when this can be accomplished.

Thanks,

A handwritten signature in cursive script that reads "Kathy Railey".

Kathy Railey
Human Resources Director