

**Mayor  
Jerry Willis**

**CITY CLERK/TREASURER**  
Tiffany Robinson



**CITY COUNCIL**

Kevin Robbins  
Cheryl Tucker  
Lynnes S. Justiss  
Steve Gantt  
Joe Brown

# City of Wetumpka

## AGENDA

### Council Meeting

Monday, March 4, 2024

City Council Chambers, 212 S. Main St.

6:00 p.m. Work Session/Council Meeting to follow but no later than 7:00 p.m.

### WORK SESSION

Citizens' Comments (Ord. 2016-8)

#### Reports of:

- Boards & Committee
- Agenda Items

### COUNCIL MEETING

- Call to Order Mayor Willis
- Invocation
- Pledge of Allegiance
- Roll Call
- Approval of Minutes-Council Meeting held February 20, 2024.

### Old Business

1. Ordinance 2024-1, an ordinance to amend the speed limits for North Bridge Street. (second read)
2. Ordinance 2024-2, an ordinance to amend the speed limits for public parks and sports complexes. (second read)
3. Ordinance 2024-3, an ordinance to amend the usage of Crommelin Park. (second read)
4. Ordinance 2024-4, an ordinance annexing 194.30+/- acres of real property in section 5, T-18-N, R-19-E and section 32 T-19-N, R-19-E into the corporate limits of the City of Wetumpka, AL. (second read)
5. Ordinance 2024-5, an ordinance annexing 86.86+/- acres of real property in section T-18-N, R-18-E into the corporate limits of the City of Wetumpka, AL. (second read)

### New Business

6. Permission to install propane tank at Hohenberg and replenish as needed. (first)
7. Permission to purchase Paratech Air Bag Set for firetruck. (G. Willis)(first)
8. Permission for Police Department to purchase two Ford Explorers and equipment for a cost of \$105,884 and replace two vehicles w two Ford Explorers with an insurance difference of \$36,078.02. (G. Benton)(first)
9. Permission for Public Works to purchase two Xmark mowers and surplus two Toro mowers. (first)
10. Permission to establish Pre-Trial Diversion Program for the City of Wetumpka. (K.Tyrone)
11. Permission for Simple Men Social Saving Club to host a car show at Gold Star Park on May 4<sup>th</sup> or June 1<sup>st</sup>.
12. Permission for Elmore County Civic & Improvement League to host Juneteenth Fest in Gold Star Park on June 22, 2024.
13. Permission for Main Street Wetumpka to host Coosapalooza Brewfest in Merchants Alley/Gold Star Park on April 20, 2024.

### Announcements & Adjourn

*"City of Natural Beauty"*

P.O. Box 1180 • Wetumpka, Alabama 36092 • (334) 567-5147 • Fax (334) 567-1307

**Council Meeting**  
**Tuesday, February 20, 2024**  
**City Admin Building, 408 S. Main St.**  
**Noon**

The meeting was called to order by Mayor Jerry Willis at noon.

Upon a Roll Call the following were present: Mayor Jerry Willis and Councilmembers Kevin Robbins, Cheryl Tucker, Steve Gantt, and Joe Brown were in attendance. Councilmember Justiss was absent. Also, present were City Clerk Tiffany Robinson and other staff members.

Councilmember Brown offered a motion to approve the minutes of the Council Meeting held on February 5, 2024 as presented. The motion was seconded by Councilmember Tucker with the Council voting unanimously in favor of the motion.

Under old business, Councilmember Tucker made a motion to grant permission to purchase infield materials for ballfields at a cost of \$8040. Councilmember Robbins seconded the motion with the Council voting unanimously in favor of the motion.

A public hearing was held for a 050 retail beer (off premises only) and 070-retail table wine (off premise only) for MummyEnterprises Inc. DBA Pure Gas Station at 8461 US Hwy 231, Wetumpka, AL. No one spoke against and the owner spoke in favor. The public hearing was closed.

Councilmember Robbins made a motion to approve 050 retail beer (off premises only) and 070-retail table wine (off premise only) for MummyEnterprises Inc. DBA Pure Gas Station at 8461 US Hwy 231, Wetumpka, AL. Councilmember Gantt seconded the motion with the Council voting unanimously in favor of the motion.

Ordinance 2024-1, an ordinance to amend the speed limits for North Bridge Street, was read for the first time. (first read)

**ORDINANCE NO. 2024-1**

**AN ORDINANCE TO AMEND THE SPEED LIMITS FOR NORTH BRIDGE STREET**

BE IT ORDAINED BY THE City Council of the City of Wetumpka, Alabama, as follows:

Section 1. No person shall operate a motor vehicle at a speed greater than thirty-five (35) miles per hour on North Bridge Street, from the southern end of the roadway at its intersection with West Bridge Street to the northern end of the roadway at its intersection with the Highway 14 Bypass (Coosa River Parkway).

Section 2. Pursuant to the above, **Section 78-136 paragraph (1) is hereby deleted in its entirety** and the following shall be added to Section 78-135 of the Code of Ordinances of the City of Wetumpka, to wit:

Insert the following paragraph below paragraph (4) of Section 78-135:

**“(5) On North Bridge Street, from the southern end of the roadway at its intersection with West Bridge Street to the northern end of the roadway at its intersection with the Highway 14 Bypass (Coosa River Parkway).”**

Section 3. Any former Ordinance conflicting with the provisions of this Ordinance is hereby repealed.

Section 4. The provisions of this Ordinance are severable. Should any section, sub-section, schedule, or provision of this Ordinance for any reason be declared void or invalid, such action shall have no effect on the remaining provisions of this Ordinance.

Section 5. This Ordinance shall become effective upon approval and publication as required by law.

Ordinance 2024-2, an ordinance to amend the speed limits for public parks and sports complexes was read for the first time.

#### **ORDINANCE NO. 2024-2**

### **AN ORDINANCE TO AMEND THE SPEED LIMITS FOR PUBLIC PARKS AND SPORTS COMPLEXES**

BE IT ORDAINED BY THE City Council of the City of Wetumpka, Alabama, as follows:

Section 1. No person shall operate a motor vehicle at a speed greater than fifteen (15) miles per hour at or within any of the City Parks or Sports Complex Areas, including, but not limited to, all entry and exit ways from such areas and any and all parking lot areas therein or adjacent thereto.

Section 2. Pursuant to the above, Section 78-131 of the Code of Ordinances of the City of Wetumpka is hereby amended as follows:

Replace paragraph (b)(5) of Section 78-131 with the following:

**“(5) In a residence district as defined in this chapter, 25 miles per hour.”**  
and

Insert the following paragraph below paragraph (b)(5) of Section 78-131:

**“(6) In all public parks and sports complexes, including the entry and exit ways and the parking lots therein or adjacent thereto, 15 miles per hour.”**

Section 3. Any former Ordinance conflicting with the provisions of this Ordinance is hereby repealed.

Section 4. The provisions of this Ordinance are severable. Should any section, sub-section, schedule, or provision of this Ordinance for any reason be declared void or invalid, such action shall have no effect on the remaining provisions of this Ordinance.

Section 5. This Ordinance shall become effective upon approval and publication as required by law.

Ordinance 2024-3, an ordinance to amend the usage of Crommelin Park was read for the first time.

### **ORDINANCE NO. 2024-3**

#### **AN ORDINANCE TO AMEND THE DEFINE USAGE OF CROMMELIN PARK**

BE IT ORDAINED BY THE City Council of the City of Wetumpka, Alabama, as follows:

Section 1. Section 66-9 of the Code of Ordinances of the City of Wetumpka adopted on October 6, 2014 by Ordinance number 2014-11, is hereby deleted, and the following substituted in its place;

Section 2. Crommelin Park, which is located in Meadowbrook Subdivision, shall be open daily to the public from dawn to dusk and during such extended hours as may be scheduled and approved through the Mayor's Office of the City of Wetumpka.

Section 3. Unless scheduled and approved through the Mayor's Office of the City of Wetumpka, it shall be unlawful for any person to occupy or be present in either park during any time in which the park is not open to the public.

Section 4. Alcoholic beverages are not allowed in the park. No persons shall carry, possess, or drink any alcoholic beverage while in either park.

Section 5. A violation of this ordinance by any person in either park shall constitute a Trespass and the person so violating this ordinance shall be subject to being charged with a Violation and subject to issuance of a citation for trespass. If found guilty, such person shall be subject to a fine of up \$500.00 plus court costs and a sentence of up to 30 days in jail. Should any damage to City property be caused by such person during such trespass, such person may be also ordered to pay restitution.

Section 6. Appropriate Signage shall be erected in each park stating the park is open daily to the public from dawn to dusk and also appropriate signage shall be placed in each park to reflect the prohibitions of Sections 4 and 5 above.

Section 7. Any former Ordinance conflicting with the provisions of this Ordinance is hereby repealed.

Section 8. The provisions of this Ordinance are severable. Should any section, sub-section, schedule, or provision of this Ordinance for any reason be declared void or invalid, such action shall have no effect on the remaining provisions of this Ordinance.

Section 9. This Ordinance shall become effective upon approval and publication as required by law.

ADOPTED AND APPROVED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Ordinance 2024-4, an ordinance annexing 194.30+/- acres of real property in section 5, T-18-N, R-19-E and section 32 T-19-N, R-19-E into the corporate limits of the City of Wetumpka, AL was read for the first time.

#### **ORDINANCE 2024-4**

#### **AN ORDINANCE ANNEXING 194.30 +/- ACRES OF REAL PROPERTY IN SECTION 5, T-18-N, R-19-E, AND SECTION 32 T-19-N, R-19-E INTO THE CORPORATE LIMITS OF THE CITY OF WETUMPKA, ALABAMA**

WHEREAS, on the 25<sup>th</sup> day of January 2024, SHRUB HUB, LLC, a Colorado limited liability company, being the owner of all the real property hereinafter described, did file with the City Clerk of the City of Wetumpka, Alabama a petition requesting that said tract of land be annexed to and become a part of the City of Wetumpka, Alabama; and

WHEREAS, said petition did contain the signatures of all the owners of the described lands and provided a map of the property showing its relationship to the corporate limits of the City of Wetumpka, Alabama; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Wetumpka, Alabama and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975;

#### **NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WETUMPKA, ALABAMA AS FOLLOWS:**

Section 1. The Council of the City of Wetumpka, Alabama, finds and declares as the legislative body of the City of Wetumpka that it is in the best interests of the citizens of the City of Wetumpka, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Wetumpka's corporate limits.

Section 2. That the boundary lines of the City of Wetumpka, Alabama, be and the same are hereby altered or rearranged so as to include all of the territory hertobefore encompassed by the corporate limits of the City of Wetumpka, Alabama, and in addition thereto the following described territory, to wit:

**BEGIN AT THE 6" x 6" CONCRETE MONUMENT MARKING THE SW CORNER OF SECTION 32, T19N, R19E, ELMORE COUNTY, ALABAMA; THENCE NORTH 02 DEG 32 MIN 17 SEC WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1699.32 FEET TO A 1/2" REBAR CAPPED S.D. MARTIN, 11726 AT A FENCE CORNER; THENCE NORTH 87 DEG 26 MIN 04 SEC EAST A DISTANCE OF 1322.98 FEET TO A 3/4" CRIMP TOP; THENCE NORTH 88 DEG 03 MIN 30 SEC EAST A DISTANCE OF 1000.58 FEET TO A 1/2" CRIMP TOP; THENCE SOUTH 00 DEG 24 MIN 42 SEC EAST A DISTANCE OF 430.28 FEET TO A 1/2" CRIMP TOP; THENCE SOUTH 05 DEG 42 MIN 09 SEC EAST A DISTANCE OF 551.89 FEET TO A 1/2" REBAR CAPPED MARTIN AT A FENCE CORNER; THENCE SOUTH 05 DEG 36 MIN 40 SEC EAST A DISTANCE OF 689.33 FEET TO A 1/2" REBAR AT A FENCE CORNER; THENCE SOUTH 89 DEG 21 MIN 19 SEC EAST A DISTANCE OF 287.31 FEET TO A 5/8" REBAR MARKING THE NW CORNER OF CHEROKEE ESTATES REVISED SUBDIVISION AS RECORDED IN PLAT BOOK 7,**

AT PAGE 114 IN THE PROBATE OFFICE OF ELMORE COUNTY, ALABAMA; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID CHEROKEE ESTATES REVISED SUBDIVISION THE FOLLOWING NINE (9) CALLS: (1) SOUTH 07 DEG 47 MIN 24 SEC EAST, 209.01 FEET TO A 1/2" REBAR; (2) SOUTH 11 DEG 52 MIN 25 SEC EAST, 100.04 FEET TO A 1/2" REBAR; (3) SOUTH 08 DEG 16 MIN 47 SEC EAST, 199.54 FEET TO A 1/2" REBAR; (4) SOUTH 02 DEG 08 MIN 00 SEC EAST, 84.62 FEET; (5) SOUTH 07 DEG 28 MIN 43 SEC EAST, 130.00 FEET; (6) SOUTH 08 DEG 48 MIN 43 SEC EAST, 100.27 FEET TO A 5/8" REBAR; (7) SOUTH 09 DEG 34 MIN 45 SEC EAST, 100.46 FEET TO A 1/2" REBAR; (8) SOUTH 08 DEG 14 MIN 00 SEC EAST, 502.59 FEET TO A 1/2" REBAR; (9) SOUTH 08 DEG 25 MIN 37 SEC EAST, 261.90 FEET TO A 3/4" PIPE SAID PIPE MARKING THE NE CORNER OF AN UNDEVELOPED SUBDIVISION, CHEROKEE ESTATES-FIRST ADDITION AS RECORDED IN PLAT BOOK 8, PAGE 30, IN THE PROBATE OFFICE OF ELMORE COUNTY, ALABAMA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SUBDIVISION AND AN OLD FENCE LINE THE FOLLOWING TWENTY (20) CALLS: (1) SOUTH 77 DEG 27 MIN 14 SEC WEST, 50.05 FEET TO A 1/2" REBAR; (2) SOUTH 82 DEG 12 MIN 05 SEC WEST, 128.48 FEET TO A 1/2" REBAR; (3) SOUTH 87 DEG 15 MIN 48 SEC WEST, 106.51 FEET TO A 1/2" REBAR; (4) SOUTH 87 DEG 21 MIN 41 SEC WEST, 116.20 FEET TO A 1/2" REBAR; (5) SOUTH 86 DEG 49 MIN 56 SEC WEST, 109.71 FEET TO A 1/2" REBAR; (6) SOUTH 86 DEG 06 MIN 26 SEC WEST, 109.34' TO A 1/2" REBAR; (7) SOUTH 86 DEG 19 MIN 43 SEC WEST, 109.72 FEET TO A 1/2" REBAR; (8) SOUTH 86 DEG 53 MIN 26 SEC WEST, 109.91 FEET TO A 1/2" REBAR; (9) SOUTH 86 DEG 53 MIN 55 SEC WEST, 110.09 FEET TO A 1/2" REBAR; (10) SOUTH 86 DEG 31 MIN 03 SEC WEST, 109.39 FEET TO A 1/2" REBAR; (11) SOUTH 86 DEG 57 MIN 53 SEC WEST, 109.93 FEET TO A 1/2" REBAR; (12) SOUTH 86 DEG 01 MIN 37 SEC WEST, 109.25 FEET TO A 1/2" REBAR; (13) NORTH 88 DEG 34 MIN 43 SEC WEST, 111.08 FEET TO A 1/2" REBAR; (14) NORTH 87 DEG 50 MIN 23 SEC WEST, 110.89 FEET TO A 1/2" REBAR; (15) NORTH 87 DEG 51 MIN 30 SEC WEST, 110.65 FEET TO A 1/2" REBAR; (16) NORTH 88 DEG 12 MIN 13 SEC WEST, 109.06 FEET TO A 1/2" REBAR; (17) NORTH 88 DEG 31 MIN 08 SEC WEST, 219.44 FEET TO A 1/2" REBAR; (18) SOUTH 88 DEG 57 MIN 53 SEC WEST, 207.45 FEET; (19) NORTH 87 DEG 48 MIN 35 SEC WEST, 353.54 FEET; (20) NORTH 87 DEG 18 MIN 13 SEC WEST, 205.36 FEET TO A 3/4" CRIMP TOP ON THE WEST LINE OF SECTION 5, T18N, R19E; THENCE NORTH 07 DEG 03 MIN 39 SEC WEST ALONG THE SAID WEST LINE A DISTANCE OF 1612.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 194.30 ACRES MORE OR LESS AND LYING IN AND BEING THE SW1/4 OF THE SW1/4, A PORTION OF THE NW1/4 OF THE SW1/4, A PORTION OF THE NE1/4 OF THE SW1/4, A PORTION OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 32, T19N, R19E, ELMORE COUNTY, ALABAMA AND NW1/4 OF THE NW1/4, THE NE1/4 OF THE NW1/4, A PORTION OF THE SW1/4 OF THE NW1/4, AND A PORTION OF THE SE1/4 OF THE NW1/4 ALL IN SECTION 5 T18N, R19E, ELMORE COUNTY, ALABAMA.

Section 3. Such above-described territory shall be and is hereby zoned R-1 Low Density Residential District.

Section 4. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Elmore County, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Wetumpka, Alabama upon publication of this ordinance as set forth in Section 4, above.

Ordinance 2024-5, an ordinance annexing 86.86+/- acres of real property in section T-18-N, R-18-E into the corporate limits of the City of Wetumpka, AL. was read for the first time.

## **ORDINANCE 2024-5**

### **AN ORDINANCE ANNEXING 86.786 ACRES OF REAL PROPERTY IN SECTION 11, T-18-N, R-18-E INTO THE CORPORATE LIMITS OF THE CITY OF WETUMPKA, ALABAMA**

WHEREAS, on the 7<sup>th</sup> day of February 2024, ALFA PROPERTIES, INC, an Alabama corporation, being the owner of all the real property hereinafter described, did file with the City Clerk of the City of Wetumpka, Alabama a petition requesting that said tract of land be annexed to and become a part of the City of Wetumpka, Alabama; and

WHEREAS, said petition did contain the signatures of all the owners of the described lands and provided a map of the property showing its relationship to the corporate limits of the City of Wetumpka, Alabama; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Wetumpka, Alabama and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975;

#### **NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WETUMPKA, ALABAMA AS FOLLOWS:**

Section 1. The Council of the City of Wetumpka, Alabama, finds and declares as the legislative body of the City of Wetumpka that it is in the best interests of the citizens of the City of Wetumpka, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Wetumpka's corporate limits.

Section 2. That the boundary lines of the City of Wetumpka, Alabama, be and the same are hereby altered or rearranged so as to include all of the territory hertobefore encompassed by the corporate limits of the City of Wetumpka, Alabama, and in addition thereto the following described territory, to wit:

#### **PARCEL 1 of 2**

Commence at the Northeast corner of Section 11, T-18-N, R-18-E, Elmore County, Alabama; thence run S00°00'00" E, 539.04 feet to a point; thence run N90°00'00"W, 589.71 feet to a set 5/8" rebar, GMC Cap #CA00156 lying at the northeast corner of the Turner property as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2001 at Page 03115, and the West right of way of Nolen Lane (40' prescriptive ROW); thence run along said West right of way S00°36'05"E, 447.21 feet to a found 5/8" rebar; thence continue along said West right of way S02°32'51"E, 157.84 feet to a point, said point

being the Point of Beginning; thence continue along said West right of way S02°32'51"E, 327.30 feet to a point; thence continue along said West right of way S09°55'47"E, 129.06 feet to a found 3/8" rebar with Burke cap lying at the northwest corner of the Fuller property as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2003 at Page 54415; thence leaving said right of way, run along the west line of the Fuller property S01°23'51"E, 280.40 feet to a found 5/8" rebar lying at the Southwest corner of said Fuller Property and the Northwest corner of Alfa Properties, LLC as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2004 at Page 58674; thence run along the West line of said Alfa Properties, LLC property S01°48'13"E, 30.74 feet to a point lying on the East line of the aforementioned Turner property; thence run along said boundary line of Turner property S88°17'38"W, 407.17 feet to a found 5/8" rebar; thence continue along said Turner boundary line N00°46'50"W, 766.33 feet to a found 5/8" rebar, GMC cap #CA00156; thence continue along said Turner boundary line N88°18'30"E, 372.98 feet to the Point of Beginning.

Said described property lying and being situated in the Northeast quarter of Section 11, T-18-N, R-18-E, Elmore County, Alabama and containing 6.889 acres more or less.

#### PARCEL 2 of 2

Commence at the Northeast corner of Section 11, T-18-N, R-18-E, Elmore County, Alabama; thence run S00°00'00"E, 539.04 feet to a point; thence run N90°00'00"W, 589.71 feet to a set 5/8" rebar, GMC cap #CA00156 lying at the Southeast corner of Pine View Perpetual Cemetery property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Card 011811 and the West right of way of Nolen Lane (40' prescriptive ROW), said point being the Point of Beginning; thence run along said West right of way S00°36'05"E, 447.21 feet to a found 5/8" rebar; thence continue along said west right of way S02°32'51"E, 157.84 feet to a point lying at the Northeast corner of the Heflin Nolen property as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Roll 23, Frame 159; thence leaving said West right of way run along the North property line of said Nolen property S88°18'30"W, 372.98 feet to a found 5/8" rebar, GMC Cap #CA00156 lying at the Northwest corner of said Nolen property; thence run along the West line of said Nolen property S00°46'50"E, 766.33 feet to a found 5/8" rebar lying at the Southwest corner of said Nolen property; thence run along the South line of said Nolen property N88°17'38"E, 407.17 feet to a point lying at the Southeast corner of the Nolen property and the West line of the Alfa Properties, Inc. property as recorded in the office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2004 at Page 58674; thence run along said West Line S01°48'13"E, 721.79 feet to a bent axle lying at the Southwest corner of said Alfa Properties, Inc. and the Northeast corner of Cotton Lakes Plantation, LLC property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Roll 181, Frame 3199; thence run along the North line of said Cotton Lakes Plantation property S89°43'25"W, 400.93 feet to a found 3/8" rebar lying at the Northwest corner of said Cotton Lakes Plantation, LLC and the Northeast corner of Cotton Lakes Plantation, LLC property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Roll 180, Frame 2944; thence run along the North line of said Cotton Lakes Plantation, LLC S89°31'47"W, 1421.71 feet to a found 2' iron lying at the Southeast corner of the Weed



property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Roll 75, Frame 1169; thence leaving said North property line, run along the East line of said Weed property N01°26'06"W, 2092.90 feet to a found ½" lead pipe lying at the Southwest corner of aforementioned Pine View Perpetual Cemetery; thence leaving said East line of Weed property, run along the South line of said Pine View Perpetual Cemetery N89°35'29E, 1796.02 feet to the Point of Beginning.

Said described property lying and being situated in the Northeast Quarter of Section 11, T-18-N, R-18-E, Elmore County, Alabama and contains 79.897 acres more or less.

Section 3. Such above-described territory shall be and is hereby zoned R-3 Medium Density Residential District and shall be subject to the following restrictions: (1) All rear loaded lots shall have a minimum home size of 1,500 square feet of heated and cooled space; and (2) All traditional lots shall have a minimum home size of 1,800 square feet of heated and cooled space and shall have an attached two car garage.

Section 4. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Elmore County, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Wetumpka, Alabama upon publication of this ordinance as set forth in Section 4, above.

Councilmember Brown made a motion to approve Resolution 2024-2-20-1, resolution entering into agreement with ALDOT for resurface and traffic stripe on West Tallassee Street from SR-14 (Coosa River Parkway) to SR-111 (N. Bridge St.)

Councilmember Robbins seconded the motion with the Council voting unanimously in favor of the motion.

## **RESOLUTION 2024-2-20-1**

**CITY OF** WETUMPKA

**COUNTY OF** ELMORE

**SPONSOR NO.** \_\_\_\_\_

**STATE OF ALABAMA**

**WHEREAS**, The City of Wetumpka, Alabama is desirous of constructing or improving, by force account, by contract, or both, a section of road included in the City of Wetumpka road system and described as follows:

Resurface and Traffic Stripe on West Tallassee Street from SR-14 (Coosa River Parkway) to SR-111 (North Bridge Street).

**WHEREAS,** The City of Wetumpka agrees to all of the provisions of the City-wide agreement executed between the State and the City of Wetumpka covering preliminary engineering by State forces and equipment on the project, and

**WHEREAS,** The City of Wetumpka intends to apply for Federal Aid funds for the construction of the above references project, and

**WHEREAS,** The City of Wetumpka agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

\_\_\_\_\_  
Jerry Willis, Mayor

\_\_\_\_\_  
Date

I, the undersigned qualified and acting City Clerk of the City of Wetumpka, Alabama, do hereby certify that the above and foregoing is the true copy of a resolution lawfully passed and adopted by the City of Wetumpka City Council named therein at a regular meeting of such Council held on the 20th day of February, 2024, and that such resolution is on file in the City Clerk's Office.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the official seal of the City of Wetumpka on the 20th<sup>th</sup> day of February, 2024.

Upon a motion by Councilmember Gantt, the meeting was adjourned at 12:16 p.m.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
Jerry Willis, Mayor

ATTEST:

Signed: \_\_\_\_\_  
Tiffany Robinson, City Clerk

**ORDINANCE NO. 2024-1**

**AN ORDINANCE TO AMEND THE SPEED LIMITS FOR NORTH BRIDGE STREET**

BE IT ORDAINED BY THE City Council of the City of Wetumpka, Alabama, as follows:

Section 1. No person shall operate a motor vehicle at a speed greater than thirty-five (35) miles per hour on North Bridge Street, from the southern end of the roadway at its intersection with West Bridge Street to the northern end of the roadway at its intersection with the Highway 14 Bypass (Coosa River Parkway).

Section 2. Pursuant to the above, **Section 78-136 paragraph (1) is hereby deleted in its entirety** and the following shall be added to Section 78-135 of the Code of Ordinances of the City of Wetumpka, to wit:

Insert the following paragraph below paragraph (4) of Section 78-135:

**“(5) On North Bridge Street, from the southern end of the roadway at its intersection with West Bridge Street to the northern end of the roadway at its intersection with the Highway 14 Bypass (Coosa River Parkway).”**

Section 3. Any former Ordinance conflicting with the provisions of this Ordinance is hereby repealed.

Section 4. The provisions of this Ordinance are severable. Should any section, sub-section, schedule, or provision of this Ordinance for any reason be declared void or invalid, such action shall have no effect on the remaining provisions of this Ordinance.

Section 5. This Ordinance shall become effective upon approval and publication as required by law.

ADOPTED AND APPROVED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
Jerry Willis, Mayor

\_\_\_\_\_  
Tiffany Robinson, City Clerk

**ORDINANCE NO. 2024-2**

**AN ORDINANCE TO AMEND THE SPEED LIMITS FOR PUBLIC PARKS AND SPORTS COMPLEXES**

BE IT ORDAINED BY THE City Council of the City of Wetumpka, Alabama, as follows:

Section 1. No person shall operate a motor vehicle at a speed greater than fifteen (15) miles per hour at or within any of the City Parks or Sports Complex Areas, including, but not limited to, all entry and exit ways from such areas and any and all parking lot areas therein or adjacent thereto.

Section 2. Pursuant to the above, Section 78-131 of the Code of Ordinances of the City of Wetumpka is hereby amended as follows:

Replace paragraph (b)(5) of Section 78-131 with the following:

and **“(5) In a residence district as defined in this chapter, 25 miles per hour.”**

Insert the following paragraph below paragraph (b)(5) of Section 78-131:

**“(6) In all public parks and sports complexes, including the entry and exit ways and the parking lots therein or adjacent thereto, 15 miles per hour.”**

Section 3. Any former Ordinance conflicting with the provisions of this Ordinance is hereby repealed.

Section 4. The provisions of this Ordinance are severable. Should any section, sub-section, schedule, or provision of this Ordinance for any reason be declared void or invalid, such action shall have no effect on the remaining provisions of this Ordinance.

Section 5. This Ordinance shall become effective upon approval and publication as required by law.

ADOPTED AND APPROVED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
Jerry Willis, Mayor

\_\_\_\_\_  
Tiffany Robinson, City Clerk

**ORDINANCE NO. 2024-3**

**AN ORDINANCE TO AMEND THE DEFINE USAGE OF CROMMELIN**

PARK?

BE IT ORDAINED BY THE City Council of the City of Wetumpka, Alabama, as follows:

Section 1. Section 66-9 of the Code of Ordinances of the City of Wetumpka adopted on October 6, 2014 by Ordinance number 2014-11, is hereby deleted, and the following substituted in its place;

Section 2. Crommelin Park, which is located in Meadowbrook Subdivision, shall be open daily to the public from dawn to dusk and during such extended hours as may be scheduled and approved through the Mayor's Office of the City of Wetumpka.

Section 3. Unless scheduled and approved through the Mayor's Office of the City of Wetumpka, it shall be unlawful for any person to occupy or be present in either park during any time in which the park is not open to the public.

Section 4. Alcoholic beverages are not allowed in the park. No persons shall carry, possess, or drink any alcoholic beverage while in either park.

Section 5. A violation of this ordinance by any person in either park shall constitute a Trespass and the person so violating this ordinance shall be subject to being charged with a Violation and subject to issuance of a citation for trespass. If found guilty, such person shall be subject to a fine of up \$500.00 plus court costs and a sentence of up to 30 days in jail. Should any damage to City property be caused by such person during such trespass, such person may be also ordered to pay restitution.

Section 6. Appropriate Signage shall be erected in each park stating the park is open daily to the public from dawn to dusk and also appropriate signage shall be placed in each park to reflect the prohibitions of Sections 4 and 5 above.

Section 7. Any former Ordinance conflicting with the provisions of this Ordinance is hereby repealed.

Section 8. The provisions of this Ordinance are severable. Should any section, sub-section, schedule, or provision of this Ordinance for any reason be declared void or invalid, such action shall have no effect on the remaining provisions of this Ordinance.

Section 9. This Ordinance shall become effective upon approval and publication as required by law.  
ADOPTED AND APPROVED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
Jerry Willis, Mayor

\_\_\_\_\_  
Tiffany Robinson, City Clerk

## **ORDINANCE 2024-4**

### **AN ORDINANCE ANNEXING 194.30 +/- ACRES OF REAL PROPERTY IN SECTION 5, T-18-N, R-19-E, AND SECTION 32 T-19-N, R-19-E INTO THE CORPORATE LIMITS OF THE CITY OF WETUMPKA, ALABAMA**

WHEREAS, on the 25<sup>th</sup> day of January 2024, SHRUB HUB, LLC, a Colorado limited liability company, being the owner of all the real property hereinafter described, did file with the City Clerk of the City of Wetumpka, Alabama a petition requesting that said tract of land be annexed to and become a part of the City of Wetumpka, Alabama; and

WHEREAS, said petition did contain the signatures of all the owners of the described lands and provided a map of the property showing its relationship to the corporate limits of the City of Wetumpka, Alabama; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Wetumpka, Alabama and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975;

### **NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WETUMPKA, ALABAMA AS FOLLOWS:**

Section 1. The Council of the City of Wetumpka, Alabama, finds and declares as the legislative body of the City of Wetumpka that it is in the best interests of the citizens of the City of Wetumpka, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Wetumpka's corporate limits.

Section 2. That the boundary lines of the City of Wetumpka, Alabama, be and the same are hereby altered or rearranged so as to include all of the territory hertobefore encompassed by the corporate limits of the City of Wetumpka, Alabama, and in addition thereto the following described territory, to wit:

**BEGIN AT THE 6" x 6" CONCRETE MONUMENT MARKING THE SW CORNER OF SECTION 32, T19N, R19E, ELMORE COUNTY, ALABAMA; THENCE NORTH 02 DEG 32 MIN 17 SEC WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1699.32 FEET TO A 1/2" REBAR CAPPED S.D. MARTIN, 11726 AT A FENCE CORNER; THENCE NORTH 87 DEG 26 MIN 04 SEC EAST A DISTANCE OF 1322.98 FEET TO A 3/4" CRIMP TOP; THENCE NORTH 88 DEG 03 MIN 30 SEC EAST A DISTANCE OF 1000.58 FEET TO A 1/2" CRIMP TOP; THENCE SOUTH 00 DEG 24 MIN 42 SEC EAST A DISTANCE OF 430.28 FEET TO A 1/2" CRIMP TOP; THENCE SOUTH 05 DEG 42 MIN 09 SEC EAST A DISTANCE OF 551.89 FEET TO A 1/2" REBAR CAPPED MARTIN AT A FENCE CORNER; THENCE SOUTH 05 DEG 36 MIN 40 SEC EAST A DISTANCE OF 689.33 FEET TO A 1/2" REBAR AT A FENCE CORNER; THENCE SOUTH 89 DEG 21 MIN 19 SEC EAST A DISTANCE OF 287.31 FEET TO A 5/8" REBAR MARKING THE NW CORNER OF CHEROKEE ESTATES REVISED SUBDIVISION AS RECORDED IN PLAT BOOK 7, AT PAGE 114 IN THE PROBATE OFFICE OF ELMORE COUNTY, ALABAMA; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID CHEROKEE ESTATES REVISED SUBDIVISION THE FOLLOWING NINE (9) CALLS: (1) SOUTH 07 DEG 47 MIN 24 SEC EAST, 209.01 FEET TO A 1/2" REBAR; (2) SOUTH 11 DEG 52 MIN 25 SEC EAST, 100.04 FEET TO A 1/2" REBAR; (3) SOUTH 08 DEG 16 MIN 47 SEC EAST, 199.54 FEET TO A 1/2" REBAR; (4) SOUTH 02 DEG 08 MIN 00 SEC EAST, 84.62 FEET; (5) SOUTH 07**

DEG 28 MIN 43 SEC EAST, 130.00 FEET; (6) SOUTH 08 DEG 48 MIN 43 SEC EAST, 100.27 FEET TO A 5/8" REBAR; (7) SOUTH 09 DEG 34 MIN 45 SEC EAST, 100.46 FEET TO A 1/2" REBAR; (8) SOUTH 08 DEG 14 MIN 00 SEC EAST, 502.59 FEET TO A 1/2" REBAR; (9) SOUTH 08 DEG 25 MIN 37 SEC EAST, 261.90 FEET TO A 3/4" PIPE SAID PIPE MARKING THE NE CORNER OF AN UNDEVELOPED SUBDIVISION, CHEROKEE ESTATES-FIRST ADDITION AS RECORDED IN PLAT BOOK 8, PAGE 30, IN THE PROBATE OFFICE OF ELMORE COUNTY, ALABAMA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SUBDIVISION AND AN OLD FENCE LINE THE FOLLOWING TWENTY (20) CALLS: (1) SOUTH 77 DEG 27 MIN 14 SEC WEST, 50.05 FEET TO A 1/2" REBAR; (2) SOUTH 82 DEG 12 MIN 05 SEC WEST, 128.48 FEET TO A 1/2" REBAR; (3) SOUTH 87 DEG 15 MIN 48 SEC WEST, 106.51 FEET TO A 1/2" REBAR; (4) SOUTH 87 DEG 21 MIN 41 SEC WEST, 116.20 FEET TO A 1/2" REBAR; (5) SOUTH 86 DEG 49 MIN 56 SEC WEST, 109.71 FEET TO A 1/2" REBAR; (6) SOUTH 86 DEG 06 MIN 26 SEC WEST, 109.34' TO A 1/2" REBAR; (7) SOUTH 86 DEG 19 MIN 43 SEC WEST, 109.72 FEET TO A 1/2" REBAR; (8) SOUTH 86 DEG 53 MIN 26 SEC WEST, 109.91 FEET TO A 1/2" REBAR; (9) SOUTH 86 DEG 53 MIN 55 SEC WEST, 110.09 FEET TO A 1/2" REBAR; (10) SOUTH 86 DEG 31 MIN 03 SEC WEST, 109.39 FEET TO A 1/2" REBAR; (11) SOUTH 86 DEG 57 MIN 53 SEC WEST, 109.93 FEET TO A 1/2" REBAR; (12) SOUTH 86 DEG 01 MIN 37 SEC WEST, 109.25 FEET TO A 1/2" REBAR; (13) NORTH 88 DEG 34 MIN 43 SEC WEST, 111.08 FEET TO A 1/2" REBAR; (14) NORTH 87 DEG 50 MIN 23 SEC WEST, 110.89 FEET TO A 1/2" REBAR; (15) NORTH 87 DEG 51 MIN 30 SEC WEST, 110.65 FEET TO A 1/2" REBAR; (16) NORTH 88 DEG 12 MIN 13 SEC WEST, 109.06 FEET TO A 1/2" REBAR; (17) NORTH 88 DEG 31 MIN 08 SEC WEST, 219.44 FEET TO A 1/2" REBAR; (18) SOUTH 88 DEG 57 MIN 53 SEC WEST, 207.45 FEET; (19) NORTH 87 DEG 48 MIN 35 SEC WEST, 353.54 FEET; (20) NORTH 87 DEG 18 MIN 13 SEC WEST, 205.36 FEET TO A 3/4" CRIMP TOP ON THE WEST LINE OF SECTION 5, T18N, R19E; THENCE NORTH 07 DEG 03 MIN 39 SEC WEST ALONG THE SAID WEST LINE A DISTANCE OF 1612.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 194.30 ACRES MORE OR LESS AND LYING IN AND BEING THE SW1/4 OF THE SW1/4, A PORTION OF THE NW1/4 OF THE SW1/4, A PORTION OF THE NE1/4 OF THE SW1/4, A PORTION OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 32, T19N, R19E, ELMORE COUNTY, ALABAMA AND NW1/4 OF THE NW1/4, THE NE1/4 OF THE NW1/4, A PORTION OF THE SW1/4 OF THE NW1/4, AND A PORTION OF THE SE1/4 OF THE NW1/4 ALL IN SECTION 5 T18N, R19E, ELMORE COUNTY, ALABAMA.

Section 3. Such above-described territory shall be and is hereby zoned R-1 Low Density Residential District.

Section 4. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Elmore County, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Wetumpka, Alabama upon publication of this ordinance as set forth in Section 4, above.

ADOPTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

Signed:

\_\_\_\_\_  
Jerry Willis, Mayor

ATTEST: \_\_\_\_\_

Tiffany Robinson, City Clerk

## **ORDINANCE 2024-5**

### **AN ORDINANCE ANNEXING 86.786 ACRES OF REAL PROPERTY IN SECTION 11, T-18-N, R-18-E INTO THE CORPORATE LIMITS OF THE CITY OF WETUMPKA, ALABAMA**

WHEREAS, on the 7<sup>th</sup> day of February 2024, ALFA PROPERTIES, INC, an Alabama corporation, being the owner of all the real property hereinafter described, did file with the City Clerk of the City of Wetumpka, Alabama a petition requesting that said tract of land be annexed to and become a part of the City of Wetumpka, Alabama; and

WHEREAS, said petition did contain the signatures of all the owners of the described lands and provided a map of the property showing its relationship to the corporate limits of the City of Wetumpka, Alabama; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Wetumpka, Alabama and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975;

### **NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WETUMPKA, ALABAMA AS FOLLOWS:**

Section 1. The Council of the City of Wetumpka, Alabama, finds and declares as the legislative body of the City of Wetumpka that it is in the best interests of the citizens of the City of Wetumpka, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Wetumpka's corporate limits.

Section 2. That the boundary lines of the City of Wetumpka, Alabama, be and the same are hereby altered or rearranged so as to include all of the territory hertobefore encompassed by the corporate limits of the City of Wetumpka, Alabama, and in addition thereto the following described territory, to wit:

#### **PARCEL 1 of 2**

Commence at the Northeast corner of Section 11, T-18-N, R-18-E, Elmore County, Alabama; thence run S00°00'00" E, 539.04 feet to a point; thence run N90°00'00"W, 589.71 feet to a set 5/8" rebar, GMC Cap #CA00156 lying at the northeast corner of the Turner property as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2001 at Page 03115, and the West right of way of Nolen Lane (40' prescriptive ROW); thence run along said West right of way S00°36'05"E, 447.21 feet to a found 5/8" rebar; thence continue along said West right of way S02°32'51"E, 157.84 feet to a point, said point being the Point of Beginning; thence continue along said West right of way S02°32'51"E, 327.30 feet to a point; thence continue along said West right of



way S09°55'47"E, 129.06 feet to a found 3/8" rebar with Burke cap lying at the northwest corner of the Fuller property as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2003 at Page 54415; thence leaving said right of way, run along the west line of the Fuller property S01°23'51"E, 280.40 feet to a found 5/8" rebar lying at the Southwest corner of said Fuller Property and the Northwest corner of Alfa Properties, LLC as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2004 at Page 58674; thence run along the West line of said Alfa Properties, LLC property S01°48'13"E, 30.74 feet to a point lying on the East line of the aforementioned Turner property; thence run along said boundary line of Turner property S88°17'38"W, 407.17 feet to a found 5/8" rebar; thence continue along said Turner boundary line N00°46'50"W, 766.33 feet to a found 5/8" rebar, GMC cap #CA00156; thence continue along said Turner boundary line N88°18'30"E, 372.98 feet to the Point of Beginning.

Said described property lying and being situated in the Northeast quarter of Section 11, T-18-N, R-18-E, Elmore County, Alabama and containing 6.889 acres more or less.

#### **PARCEL 2 of 2**

Commence at the Northeast corner of Section 11, T-18-N, R-18-E, Elmore County, Alabama; thence run S00°00'00"E, 539.04 feet to a point; thence run N90°00'00"W, 589.71 feet to a set 5/8" rebar, GMC cap #CA00156 lying at the Southeast corner of Pine View Perpetual Cemetery property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Card 011811 and the West right of way of Nolen Lane (40' prescriptive ROW), said point being the Point of Beginning; thence run along said West right of way S00°36'05"E, 447.21 feet to a found 5/8" rebar; thence continue along said west right of way S02°32'51"E, 157.84 feet to a point lying at the Northeast corner of the Heflin Nolen property as recorded in the Office of the Judge of Probate, Elmore County, Alabama in Roll 23, Frame 159; thence leaving said West right of way run along the North property line of said Nolen property S88°18'30"W, 372.98 feet to a found 5/8" rebar, GMC Cap #CA00156 lying at the Northwest corner of said Nolen property; thence run along the West line of said Nolen property S00°46'50"E, 766.33 feet to a found 5/8" rebar lying at the Southwest corner of said Nolen property; thence run along the South line of said Nolen property N88°17'38"E, 407.17 feet to a point lying at the Southeast corner of the Nolen property and the West line of the Alfa Properties, Inc. property as recorded in the office of the Judge of Probate, Elmore County, Alabama in Real Property Book 2004 at Page 58674; thence run along said West Line S01°48'13"E, 721.79 feet to a bent axle lying at the Southwest corner of said Alfa Properties, Inc. and the Northeast corner of Cotton Lakes Plantation, LLC property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Roll 181, Frame 3199; thence run along the North line of said Cotton Lakes Plantation property S89°43'25"W, 400.93 feet to a found 3/8" rebar lying at the Northwest corner of said Cotton Lakes Plantation, LLC and the Northeast corner of Cotton Lakes Plantation, LLC property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Roll 180, Frame 2944; thence run along the North line of said Cotton Lakes Plantation, LLC S89°31'47"W, 1421.71 feet to a found 2' iron lying at the Southeast corner of the Weed property as recorded in the Office of the Judge of Probate, Elmore County, Alabama on Roll 75, Frame 1169; thence leaving said North property line, run along the East line of said Weed property N01°26'06"W, 2092.90 feet to a found ½" lead pipe lying at the Southwest corner of aforementioned Pine View Perpetual Cemetery; thence leaving said East line of Weed property, run along the South line of said Pine View Perpetual Cemetery N89°35'29"E, 1796.02 feet to the Point of Beginning.

Said described property lying and being situated in the Northeast Quarter of Section 11, T-18-N, R-18-E, Elmore County, Alabama and contains 79.897 acres more or less.

Section 3. Such above-described territory shall be and is hereby zoned R-3 Medium Density Residential District and shall be subject to the following restrictions: (1) All rear loaded lots shall have a minimum home size of 1,500 square feet of heated and cooled space; and (2) All traditional lots shall have a minimum home size of 1,800 square feet of heated and cooled space and shall have an attached two car garage.

Section 4. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Elmore County, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Wetumpka, Alabama upon publication of this ordinance as set forth in Section 4, above.

ADOPTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

Signed:

\_\_\_\_\_  
Jerry Willis, Mayor

ATTEST: \_\_\_\_\_

Tiffany Robinson, City Clerk

**trobinson@cityofwetumpka.com**

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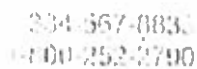
**From:** Bella Bieber <b Bieber@cityofwetumpka.com>  
**Sent:** Wednesday, February 28, 2024 1:16 PM  
**To:** Tiffany Robinson  
**Subject:** Council Agenda

Good Afternoon,

Do you mind adding the Apex Propane quote to the agenda for Monday's city council meeting?  
This will have a recurring charge when we refill tanks from events and so forth.

This is the exact same set up that we have previously approved for baseball / softball complex concessions.

Thank you!



7616 U.S. Highway 231 Wetumpka, AL 36092

**QUOTE (good for 30 days)**

PHONE: 334-782-1726 QUOTED BY \_\_\_\_\_

[illegible]

**NAFECO**

Mailing: P.O. Box 2928  
Physical: 2601 Beltline Road  
Decatur, AL 35602-2928  
(800) 628-6233  
info@nafeco.com

**Quotation**

Q0024020214873

Date: 2024-02-02  
Expires: 2024-03-03  
FOB:

Customer Number: WET500  
Customer Information: WETUMPKA FIRE DEPT.  
Address: 405 South Main St.  
Wetumpka, AL 36092  
  
Attention: Jake Baker  
Phone: 3343917718  
Email: wetumpka@gmail.com  
Prepared By: Jonathan Dougal

Qty	Item #	Description	Each	Total
1	22-889048G2	Paratech Lift Bag Set, 3-Bag Model 48, G2	\$4,562.00	\$4,562.00
1	22-890351G2-150	Paratech Basic Control Kit G2-150, US	\$2,059.00	\$2,059.00
2	22-890490-150	Paratech Relief Valve Inline, 165 PSI	\$217.00	\$434.00
			<b>Subtotal</b>	<b>\$7,055.00</b>
			<b>Freight</b>	<b>TBD</b>
			<b>Total</b>	<b>\$7,055.00</b>

*tax & freight to be determined***Notes:** price includes shipping and in services training**Thank you for your business!**

*NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.*

**If you have any questions concerning this quote, please call our number listed above.****Visit Us On The Internet At: [nafeco.com](http://nafeco.com)**



## Wetumpka Police Department

P. O. Box 190 Wetumpka, AL 36092  
Phone (334) 567-5321 Fax (334) 567-1322



Mayor Jerry Willis

### Wetumpka City Council Members

Kevin Robbins Cheryl Tucker Lynnes S. Justiss Steve Gantt Joe Brown

Chief Greg Benton  
Asst. Chief Ed Reeves

To: Mayor Willis and City Council Members

From: Chief Gregory J. Benton

Date: February 22, 2024

Subject: purchase of vehicles

The police department is requesting your approval to purchase two (2) Ford Explorers from Stivers in Montgomery Alabama. The cost of the Ford Explorer is \$40,795 with a total cost for two (2) at \$81,590. Haynes Lighting will install the emergency lighting and equipment for safety purposes and will install our agency's wrap for the amount of \$24,294.00. This will bring the overall total to \$105,884.00

This request was originally submitted in November of 2023 for purchase of two (2) Dodge Chargers for a total of \$104,495.76 including the Haynes emergency equipment. However, the order for these vehicles was cancelled due to Chrysler stopping the production of the Dodge Charger.

Thank you in advance for your consideration concerning this purchase.

Chief Gregory J. Benton



**Mayor  
Jerry Willis**

**CITY CLERK/TREASURER  
Tiffany Robinson**



**CITY COUNCIL**  
Kevin Robbins  
Cheryl Tucker  
Lynnes S. Justiss  
Steve Gantt  
Joe Brown

## **City of Wetumpka**

To Mayor & City Council Members

From: Dakota Steed

Date: March 1, 2024

Subject: Replace Police Vehicles minus Insurance

The Police Department is requesting your approval to purchase two (2) Ford Explorers from Stivers in Montgomery Alabama. The cost of the Ford Explorer is \$40,798.00 with a total cost for two (2) at \$81,590.00. Haynes Lighting will install the emergency lighting & equipment for safety purposes and will install our agency's wrap for \$24,294.00. This will bring the overall total to \$105,884.00.

Insurance has paid, \$69,805.98, to the City to replace two (2) vehicles which were totaled in the line of service. I am requesting \$36,078.02 to make up the difference.

Thank you in advance for your consideration concerning this matter.

A handwritten signature in blue ink, reading "Dakota Steed".

Dakota Steed

*"City of Natural Beauty"*

P.O. Box 1180 • Wetumpka, Alabama 36092 • (334) 567-5147 • Fax (334) 567-1307

## ALABAMA MUNICIPAL INSURANCE CORP.

Montgomery, AL 36104

Description	From Date	To Date	Invoice#	Invoice Amt	Amount
Collision Damage			Total Loss 2023 Dodge Charger	\$0.00	\$34,582.98

Claim Number: 060501 Claimant: City of Wetumpka Payee: City of Wetumpka  
Check Number: 87431 Total Check Amt: \$34,582.98 Event Date: 8/25/2023 Department: WET City of Wetumpka  
Adjuster Name: Allen Henry Adjuster Phone #: (334) 386-4270 Control Number: 0167078  
Payee Tax ID:

Mail To Address : City of Wetumpka  
Post Office Box 1180  
Wetumpka, AL 36092

## REMITTANCE STATEMENT- PLEASE DETACH BEFORE DEPOSITING

THIS DOCUMENT CONTAINS A TRUE WATERMARK. PULLED TO LIGHT TO VIEW.

Alabama Municipal Insurance Corporation  
110 North Ripley Street  
Montgomery, AL 36104

ServiceFirst Bank

81,482  
00

DATE	CHECKING
10/24/2023	87431
AMOUNT	
\$	**34,582.98**

PAY  
TO  
THE  
ORDER  
OF

Thirty-Four Thousand Five Hundred Sixty-Two and 98/100 Dollars\*\*\*\*\*

City of Wetumpka  
Post Office Box 1180  
Wetumpka, AL 36092

*W. Allen Henry*  
Adjuster

*PH*

087431 062006505 110100136



ALABAMA MUNICIPAL INSURANCE CORP.

Montgomery, AL 36104

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Collision Damage				\$0.00	\$35,243.00

Claim Number: 060306 Claimant: City of Wetumpka Payee: City of Wetumpka  
Check Number: 86654 Total Check Amt: \$35,243.00 Event Date: 7/22/2023 Department: WET City of Wetumpka  
Adjuster Name: Mazie Gresham Adjuster Phone #: (334) 386-4249 Control Number: 0166212  
Payee Tax ID:

Mail To Address : City of Wetumpka  
Post Office Box 1180  
Wetumpka, AL 36092

## REMITTANCE STATEMENT- PLEASE DETACH BEFORE DEPOSITING

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

Alabama Municipal Insurance Corporation  
110 North Ripley Street  
Montgomery, AL 36104

ServisFirst Bank

91-999  
620

PAY

TO  
THE  
ORDER  
OF

Thirty-Five Thousand Two Hundred Forty-Three and 00/100 Dollars\*\*\*\*\*

City of Wetumpka  
Post Office Box 1180  
Wetumpka, AL 36092

DATE	CHECK No.
9/12/2023	86654
AMOUNT	
\$ **35,243.00**	

⑈086654⑈ ⑆062006505⑆ 1110100136⑈

2024 FORD INTERCEPTOR AWD UTILITY - T191L

CONTRACT NUMBER: MA220000003121-1

LINE NUMBER 1

CONTRACT AMOUNT: \$38,320

MODEL SERIES

K8A

Order Code: 500A

FORD POLICE UTILITY

POLICE LIGHTING PACKAGES- \*Includes Console, Siren, Lightbar, & Controller\*

Faceplates Included: Radio Make:

Radio Model #:

LB1 STIVERS PREMIUM LIGHT BAR PACKAGE:

\$ 5,662

☐

(1) Blue/White Valor 51' V-shaped LED Light Bar w/ Left, Right or Full Flood Scene  
Amber Directional SignalMaster Capability, Integrated Vortex Generators for reduced NVH  
Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable  
(1) DynaMax ES, 100-Watt Siren w/ no drill mount  
Gamber Contour Communication Console with Cupholder, Armrest, and Computer Arm,

ST1 STIVERS INTERNAL (SLICK TOP) LIGHT BAR PACKAGE

\$ 4,632

☐

(2) Blue/Blue SpectraLux Low profile Split Front Headliner LED Light Bar w/ White Flood  
8-Head Blue/Blue/Amber Rear Headliner No Drill Mounted Lightbar w/SignalMaster  
Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable  
(1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount  
Gamber Contour Communication Console with Cupholder, Armrest, and Computer Arm,

LB2 STIVERS VALUE LIGHT BAR PACKAGE:

\$ 4,427

☐

(1) Blue/White 53" Alegiant Linear Low Profile LED Light Bar w/ White Takedown and Alley,  
Amber SignalMaster Directional Capability  
Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable  
(1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount  
Universal Low Profile Communication Console with Cupholder and Armrest

STROBES & LIGHTING

SPL Stivers Perimeter Lighting Package: (16) total elements installed - With 86T

\$ 2,995

☐

Headlamps: (2) White/Blue LED Strobes, High Beam Wig Wag Function  
Grille: (2) Blue 6-head LED strobes Fog Lamps or Front Bumper: (2) Blue 4x3 Fire Ray Flashers,  
Side Mirrors: (1) Blue 9-head 180°-wide angle strobe on LH/RH side  
Rear Quarter Window Panel: (1) Blue 6-head LED Strobe on LH/RH sides,  
Tail Lamps: (2) White/Blue LED Strobes, License Tag: (2) Blue 6-head LED Strobes

SL1 Stivers Base Lighting Package: (8) total elements installed - With 86T

\$ 1,995

☐

Four White LED Strobes (1) in Corner of each Headlamp and Tail Lamp Assembly,  
Four Blue Micro Pulse 3-head Ultra LED Strobes (2) In front Grille and (2) by License Tag  
Rear Quarter Window Panel: (1) Blue 3-head LED Strobe on LH/RH sides,

LED 4 Corner LED waring Strobes (White, Red, Blue, or Amber)

\$ 745

☐

Dual Color Available (White/Red, White/Blue, White/Amber, Red/Blue)

51R Spot Lamp - Driver Side only - LED Bulb

\$ 395

☒

51S Spot Lamp - Driver & Passenger Side - LED Bulb

\$ 620

☐

FFL 4x3" Fire Ray Fog Lamp Flasher LH/RH (Blue, Red, White, or Split Color)

\$ 625

☐

86T Tail Lamp Police Housing

\$ 60

☒

17T Rear Dome Lamp-Red/White in Cargo area

\$ 50

☐

942 Daytime Running Lights

\$ 45

☐

**STIVERS FORD LINCOLN**  
**4000 EASTERN BLVD**  
**MONTGOMERY, AL 36116**

Police Interceptor Utility  
8/24/2023  
2023.01

**CONSOLE & WIRING**

WCN	Gamber Full Console with Cupholder, Armrest, and "Mongoose" Computer Arm, <i>Faceplates Included: <u>Radio Make:</u> <u>Radio Model #:</u></i>	\$ 975	<input type="checkbox"/>
CON	Gamber Universal Low Profile Console with Cupholder and Armrest <i>Faceplates Included: <u>Radio Make:</u> <u>Radio Model #:</u></i>	\$ 775	<input type="checkbox"/>
PF2	Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 ca	\$ 988	<input type="checkbox"/>
FS6	PF200 Series Handheld Controller, 100/200W, OBD2 capable	\$ 1,020	<input type="checkbox"/>
FLS	Free Standing Rigid Computer Mount, Passenger Seat frame with Universal Cradle	\$ 925	<input type="checkbox"/>
GUN	Dual AR-15/870 Gun Rack with Hot Switch Release- <i>Floor or Partition Mount</i>	\$ 875	<input type="checkbox"/>
67V	<u>Police Wire Harness Connector Kit</u> <u>Front:</u> - Includes: (2) Male 4-pin connectors for siren; (5) Female 4-pin for lighting/siren/speaker ; (1) 4-pin IP connector for speakers; (1) 4-pin IP connector for siren controller connectivity; (1) 8-pin sealed connector; and (1) 14-pin IP connector <u>Rear</u> - Includes: (1) 2-pin connector for rear lighting; (1) 2-pin connector; (6) Female 4-pin connectors; (6) Male 4-pin connectors; and (1) 10-pin connector	\$ 185	<input checked="" type="checkbox"/>
85R	Rear Console Plate (between front & rear seats)	\$ 45	<input type="checkbox"/>
CND	(2) 1" Conduits-Console to Rear Hatch through prisoner area Includes (85R)	\$ 185	<input type="checkbox"/>
60A	Pre-Wiring for Grille Lamp, Siren & Speaker	\$ 50	<input checked="" type="checkbox"/>
THR	1000 Watt Inverter/ dual 110v outlets	\$ 575	<input type="checkbox"/>

**PRISONER CONTAINMENT & K9**

PK1	Partition w/ Kick Plate - between Front & Rear Seat	\$ 1,165	<input type="checkbox"/>
PK2	Rear Cargo Cage - Mesh	\$ 875	<input type="checkbox"/>
PK3	Rear Partition w/ Prisoner Plastic Rear Bio Seat and OS Safety Belts	\$ 1,635	<input type="checkbox"/>
RDA	Rear Window Barriers and Polymer TPO Door Covers - 2nd row only	\$ 445	<input type="checkbox"/>
K9A	K9 Containment System-Full 2nd Row Occupancy	Request	<input type="checkbox"/>
K9U	Ultimate K9 package 2/3rds Kennel with 1/3rd prisoner compartment Includes: Rear storage Drawers, K9 Bailout, Cooling Fan, Officer Pager, and Monitor System	Request	<input type="checkbox"/>

**OFFICER SAFETY OPTIONS**

18D	Global Lock/Unlock- all doors and liftgate simultaneously	NC	<input checked="" type="checkbox"/>
19V	Rear Camera On Demand-driver enabled rear camera on demand	\$ 230	<input type="checkbox"/>
52P	Hidden Door Lock Plunger W/ Rear Door Inoperable (locks, handles and windows)	\$ 160	<input checked="" type="checkbox"/>
68G	Rear Door Handle & Locks Inoperable	\$ 75	<input checked="" type="checkbox"/>
63V	Cargo Storage Locking Vault - Rear (Drivers Side)	\$ 245	<input type="checkbox"/>
68B	<u>Police Perimeter Alert:</u> 270 degree detection arch from sides to rear of car. If movement is determined to be a threat, chime will sound at Level 1. Doors will lock and windows automatically roll up at level 2. Includes visual display in instrument cluster with tracking	\$ 675	<input type="checkbox"/>
47A	Police Engine idle-Allows key to be removed from ignition while the vehicle is idling	\$ 260	<input checked="" type="checkbox"/>
87R	Rear Camera Display in Rear View Mirror	NC	<input type="checkbox"/>

### PUSH BUMPER & PIT BARS

PB1	Push Bumper -W (2) 6-Head Single Color Side maker Strobes	\$ 935	
PB2	Push Bumper & Pit Bars -W (2) 6-Head Single Color Side maker Strobes	\$ 1,405	
PB3	Push Bumper, Pit Bars, and Headlamp Loops -W (2) 6-Head Single Color Front Stro	\$ 2,411	
FLD	30" High Intensity LED Lightbar -bumper or brush guard mounted	\$ 775	
ESC	Siren Speaker - 100 watt (mounted inside Grille w/ bracket)	\$ 425	
RMB	Rumbler Dual Speaker Deep Tone Siren and Amplifier	\$ 1,020	

### ADDITIONAL OPTIONS

17A	Aux. Air Conditioning - Ideal for K9 Units or Heavily Dressed SWAT Members	\$ 610	
60R	Noise Suppression Bonds	\$ 100	
153	Front License Plate Bracket	NC	
76D	Underbody Deflector Plate: Engine and Transmission	\$ 335	
52T	Class III trailer Tow Package w/ 4-pin and 7-pin connections	\$ 80	
65L	Wheel Covers (18 in. Full Face Wheel Covers)	\$ 60	
64E	Painted Aluminum Wheel (18 in.)	\$ 475	
59X	Keyed Alike-1435x; 1284x; 0135x; 0576x; 1111x; 1294 or 0151x	\$ 50	
55B	BLIS-Blind Spot Monitoring w/ Cross Traffic Alert	\$ 545	
549	Mirrors-Heated Sideview Mirrors	\$ 60	
19k	H8 AGM Battery-( 900 CCA/92-AMP)	\$ 110	
16D	Police Interceptor Badge Delete	NC	
43D	Dark Car Feature-Courtesy Lamps disabled when any door is open	\$ 25	

### RADAR & RADIO

S2R	Stalker 2 Dual Radar- with wireless remote	Request	
PT3	MPH Python III Dual Radar with cabled remote	Request	
RAP	Radio Antennae prewire and install (Customer Supplied Radio)	\$ 145	

### ENGINE OPTIONS

99W	AWD 3.3L V6 HYBRID Engine System w/10-Speed Automatic Transmission	STANDARD	
99B	AWD 3.3L V6 Direct-Injection FFV w/10-Speed Automatic Transmission	(2661.00)	
99C	AWD 3.0L V6 EcoBoost® w/ 10-Speed Automatic Transmission	950.00	x

### EXTERIOR COLOR & INTERIOR OPTIONS

#### EXTERIOR COLORS:

YZ Oxford White  
 UM Agate Black  
 HG Smokestone Metallic  
 JS Iconic Silver  
 BU Medium Brown Metallic

x

FT Blue Metallic  
 LM Royal Blue  
 LK Dark Blue  
 YG Medium Titanium Metallic  
 TN Silver Gray Metallic


E3 Arizona Beige  
J1 Kodiak Brown Metallic  
JL Dark Toreador Red Metallic  
LN Light Blue Metallic

STIVER
4000 EASTERN BLVD
MONTESSA

UJ Standard Gray Metallic  
4000 EASTERN BLVD  
E4 Vermillion Red

Police Interceptor Utility  
8/24/2023  
2023.01

**INTERIOR TRIM / SEATS:**

96	Cloth Front Buckets / Vinyl Rear -6-way Power Driver;	Standard	<input type="checkbox"/> S
88F	Cloth Rear - Rear 35/30/35 Cloth	\$ 60	<input type="checkbox"/>
87P	Power Passenger Seat	\$ 325	<input type="checkbox"/>
65U	Interior Upgrade Package -	\$ 390	<input type="checkbox"/>

- 1st and 2nd Row Carpet Floor • Cloth Seats – Rear • Floor Mats, front and rear (carpeted)
- Center Floor Console less shifter w/unique Police Console and Top Plate with 2 cup holders
- Deletes the standard console mounting plate (85D)
- SYNC® 3 – Enhanced Voice Recognition Communications & Entertainment System – AppLink®
- 911 Assist® – 4.2" Color LCD Screen Center-Stack "Smart Display"

**DELIVERY: State Contract Provisions for \$2.00 / mile one-way**

Delivery Address: \_\_\_\_\_

TOTAL VEHICLE (Required) **\$40,795**

Customer: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE: (Required)**

\_\_\_\_\_

**DATE: (Required)**

\_\_\_\_\_

**PURCHASE ORDER NUMBER:**

--

Quantity: **4**

# Quote

Page: 1



P O BOX 1515  
WETUMPKA, AL 36092  
(334) 241-5200  
Robertsdale: (251) 225-4135

Order Number: 24-0258  
Order Date: 2/22/2024

Salesperson: Scott Haynes  
SCOTTIE@ELBHAYNES.COM  
Customer Number: 01-0021000

**Sold To:**  
CITY OF WETUMPKA-POLICE DEPART  
P.O. BOX 1180  
ACCOUNTS PAYABLE  
WETUMPKA, AL 36092  
**Confirm To:**

**Ship To:**  
CITY OF WETUMPKA-POLICE DEPART  
P.O. BOX 1180  
ACCOUNTS PAYABLE  
WETUMPKA, AL 36092

Customer P.O.	Ship VIA	F.O.B.	Terms Net 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
BW50UFX	EACH	4.000	0.000	0.000	1,150.000	4,600.00
WCX DUO IE XLP 12LT 20 UTILITY			Whse: 001			
B/W						
BS50Z	EACH	4.000	0.000	0.000	825.000	3,300.00
WECANX RST 2020 UTILITY			Whse: 001			
BLUE						
PSE02FCR	EACH	8.000	0.000	0.000	123.540	988.32
STRIPLITE+ DUO FLASHER BLU/WHT			Whse: 001			
FRONT PUSH BUMPER						
VTX9E	EACH	16.000	0.000	0.000	85.260	1,364.16
VERTEX SUPER-LED DUO BLU/WHT			Whse: 001			
FRONT HEAD LIGHT/TAIL LIGHT						
I3JC	EACH	8.000	0.000	0.000	133.980	1,071.84
TRIO ION R/B W/ WHT OVERRIDE			Whse: 001			
TAG						
VTXADAPT	EACH	8.000	0.000	0.000	8.700	69.60
VERTEX TWIST-IN ADAPTER KIT			Whse: 001			
WIONB	EACH	8.000	0.000	0.000	100.920	807.36
WIDE ANGLE ION LIGHT BLUE			Whse: 001			
REAR CARGO WINDOWS						
C399S6H	EACH	4.000	0.000	0.000	995.000	3,980.00
CENCOM CORE HOWLER KNOB & SLIDE			Whse: 001			
SIREN						
SA315U	EACH	4.000	0.000	0.000	0.000	0.00
SA315U SPEAKER, BLACK PLASTIC			Whse: 001			
INCLUDED WITH SIREN						
SAK9	EACH	4.000	0.000	0.000	0.000	0.00
New Univ /Swivel Bail Mnt Brkt			Whse: 001			
INCLUDED WITH SIREN						

Continued

# Quote

Page: 2



P O BOX 1515  
WETUMPKA, AL 36092  
(334) 241-5200  
Robertsdale: (251) 225-4135

Order Number: 24-0258  
Order Date: 2/22/2024

Salesperson: Scott Haynes  
SCOTTIE@ELBHAYNES.COM  
Customer Number: 01-0021000

**Sold To:**  
CITY OF WETUMPKA-POLICE DEPART  
P.O. BOX 1180  
ACCOUNTS PAYABLE  
WETUMPKA, AL 36092  
**Confirm To:**

**Ship To:**  
CITY OF WETUMPKA-POLICE DEPART  
P.O. BOX 1180  
ACCOUNTS PAYABLE  
WETUMPKA, AL 36092

Customer P.O.	Ship VIA	F.O.B.	Terms	Net 30		
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/I	EACH	4.000	0.000	0.000	0.000	0.00
WHELEN C399RK4						
INCLUDED WITH SIREN						
C-VS-0618-INUT	EACH	4.000	0.000	0.000	414.480	1,657.92
Ford Interceptor Utility Speci			Whse: 001			
CUP2-1001	EACH	4.000	0.000	0.000	44.220	176.88
HAVIS SELF ADJUST CUP HOLDER			Whse: 001			
C-ARM-102	EACH	4.000	0.000	0.000	62.040	248.16
Console, Side mount Arm rest,			Whse: 001			
C-HDM-204	EACH	4.000	0.000	0.000	151.800	607.20
8.5" Heavy Duty Telescoping Po			Whse: 001			
C-MD-112	EACH	4.000	0.000	0.000	242.220	968.88
11" HAVIS SLIDE OUT LOCKING SW			Whse: 001			
UT-1001	EACH	4.000	0.000	0.000	223.080	892.32
HAVIS UNIVERSAL LAPTOP MOUNT			Whse: 001			
/I	EACH	4.000	0.000	0.000	170.280	681.12
HAVIS C-PM-125						
MMSU-1	EACH	8.000	0.000	0.000	39.950	319.60
MAGNETIC MIC SINGLE UNIT			Whse: 001			
/I	EACH	4.000	0.000	0.000	799.000	3,196.00
HAMMER HEAD 600-56-1061						
HEAVY DUTY PUSH BUMPER CENTER SECTION ONLY						
PRPSP4704UINT20	EACH	4.000	0.000	0.000	814.320	3,257.28
PRPSP4704UINT20A PARTITION RP			Whse: 001			
B4705UINT20	EACH	4.000	0.000	0.000	447.840	1,791.36
BARRIER UINT 20			Whse: 001			
/I	EACH	4.000	0.000	0.000	1,895.000	7,580.00
MPH PYTHON RADAR						

Continued

# Quote

Page: 3



P O BOX 1515  
WETUMPKA, AL 36092  
(334) 241-5200  
Robertsdale: (251) 225-4135

Order Number: 24-0258  
Order Date: 2/22/2024

Salesperson: Scott Haynes  
SCOTTIE@ELBHAYNES.COM

Customer Number: 01-0021000

**Sold To:**  
CITY OF WETUMPKA-POLICE DEPART  
P.O. BOX 1180  
ACCOUNTS PAYABLE  
WETUMPKA, AL 36092  
**Confirm To:**

**Ship To:**  
CITY OF WETUMPKA-POLICE DEPART  
P.O. BOX 1180  
ACCOUNTS PAYABLE  
WETUMPKA, AL 36092

Customer P.O.		Ship VIA	F.O.B.		Terms	
					Net 30	
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/GRAPHICS						2,780.00
GRAPHICS PACKAGE						
GRAPHICS FOR 4 EXPLORERS						
/I	EACH	4.000	0.000	0.000	225.000	900.00
KERR TIMED FUSE BLOCK						
/INSTALL KIT	EACH	4.000	0.000	0.000	150.000	600.00
WIRE, TERMINAL & SUPPLIES						
/LABOR	EACH	100.000	0.000	0.000	55.000	5,500.00
LABOR						

All quotes are based on Manufacturer's pricing on the date of the quote. All quotes are subject to changes in manufacturer's pricing, after the "QUOTE EXPIRES" date that appears above. All quotes are subject to availability. Many items require 3 to 12 weeks lead time, therefore, orders should be booked as early as possible. Most items will incur freight charges. SPECIAL ORDERS are NON-CANCELABLE and NON-RETURNABLE.

Net Order:	47,338.00
Less Discount:	0.00
Freight:	1,250.00
Sales Tax:	0.00
Order Total:	48,588.00



DATE
2/29/24
TIME
14:00:50
SALESMAN
069/069
STORE
1

Terminal 21

Lewis Lawn Equipment, Inc  
1135 North Eastern Bypass  
Montgomery, AL 36117  
334 244-9191

QUOTE
467154
P/O NUMBER
WORK ORDER
PAGE
1 of 1

(334) 567-5147

BILL TO ACCOUNT: 69605
CITY OF WETUMPKA PUBLIC WORKS
PO BOX 1180
WETUMPKA, AL 36092

(334) 567-5147

SHIP TO ACCOUNT: 69605
CITY OF WETUMPKA PUBLIC WORKS
PO BOX 1180
WETUMPKA, AL 36092

Tax Exemption #: 636001393

SPECIAL ORDERS ARE NOT RETURNABLE. NOT RESPONSIBLE  
FOR KEYS LEFT IN MOWER. CUSTOMER IS LIABLE  
NO REFUND OR RETURN ON ELECTRICAL PARTS

SHIPPED VIA: CUSTOMER PICKUP

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
				DATE TIME IN 2.29.24	13.57			
2	2			EXWLZE801CKA604A1	LAZER E 60		13699.99	27399.98
2	2			EXM142-8181	KIT, GATE AND CABLE	430.68	362.99	725.98
2	2			EXM142-8166	KIT, OCD PEDAL	231.35	194.99	389.98
-1	-1			REBFLEET	FLEET		5705.94	5705.94CR

QUOTE ONLY

SUB TOTAL ----> 22810.00  
MISC. -----> 0.00  
LABOR -----> 0.00  
TAX 10.000 ----> 0.00  
QUOTE TOTAL----> 22810.00

Signature\_\_\_\_\_

5536 US Highway 231  
Wetumpka, AL 36092  
(334) 567-6183

## QUOTE

```
INVOICE # 0
ACCOUNT # 25
DATE 23-Feb-24
TIME 12:20
EMPLOYEE 40 - Clint M.
TERMINAL 6
PAGE # 1
```

**SOLD TO:**

(334) 567-5147  
JD - CITY OF WETUMPKA  
PO BOX 1180  
WETUMPKA, AL 360921180

## SHIP TO:

JD - CITY OF WETUMPKA  
PO BOX 1180  
WETUMPKA, AL 360921180

ITEM	DESCRIPTION	QTY	SALE	U/M	EXT
GR001145	992511 PT 560 AIR KAW	1.00	12,250.00 16145.00	EACH	12250.00
GR001146	992511 PT 560 AIR KAW	1.00	12,250.00 16145.00	EACH	12250.00
1	MISC ITEM	2.00	395.00	EACH	790.00
operator controled discharge chute					

I AGREE TO PAY THE ABOVE TOTAL ACCORDING TO THE POSTED TERMS AND CONDITIONS

SIGNATURE Authorized Signer

SUBTOTAL	\$	25,290.00
TAX	\$	0.00
<b>TOTAL</b>	<b>\$</b>	<b>25,290.00</b>

DATE
2/23/24
TIME
8:45:40
SALESMAN
069/069
STORE
1

Lewis Lawn Equipment, Inc  
 1135 North Eastern Bypass  
 Montgomery, AL 36117  
 334 244-9191

QUOTE
466799
P/O NUMBER
WORK ORDER
PAGE
1 of 1

Terminal 21

(334) 567-5147

BILL TO ACCOUNT: 69605
CITY OF WETUMPKA PUBLIC WORKS
PO BOX 1180
WETUMPKA, AL 36092

(334) 567-5147

SHIP TO ACCOUNT: 69605
CITY OF WETUMPKA PUBLIC WORKS
PO BOX 1180
WETUMPKA, AL 36092

Tax Exemption #: 636001393

SPECIAL ORDERS ARE NOT RETURNABLE. NOT RESPONSIBLE  
 FOR KEYS LEFT IN MOWER. CUSTOMER IS LIABLE  
 NO REFUND OR RETURN ON ELECTRICAL PARTS

SHIPPED VIA: CUSTOMER PICKUP

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
				DATE TIME IN 2.23.24	8.41			
2	2			EXWLZX801GKA606Q1	FX801 60 WITH ADAPT		16999.99	33999.98
-2	-2			REBFLEET	FLEET		3400.00	6800.00CR
2	2			EXM142-8181	KIT, GATE AND CABLE	430.68	290.00	580.00
2	2			EXM142-8166	KIT, OCD PEDAL	231.35	156.00	312.00

1450 <sup>00</sup>/set  
 sun Flat

QUOTE ONLY

Signature \_\_\_\_\_

SUB TOTAL	----	28091.98
MISC.	-----	0.00
LABOR	-----	0.00
TAX 10.000	----	0.00
QUOTE TOTAL	----	28091.98

PHYSICAL CONDITION						
Item description (make and model)	YEAR	COLOR	DEPT.	PURCHASE PRICE	PURCHASE DATE	VIN
TORO ZMASTER 4000 MOWER	2022		PW	\$9,394.00	4/14/2022	411425581
TORO ZMASTER 4000 MOWER	2022		PW	\$9,394.00	4/14/2022	411425582

**From:** ktyrone@cityofwetumpka.com  
**Sent:** Friday, March 1, 2024 1:14 PM  
**To:** 'Tiffany Robinson'  
**Subject:** Pre-Trial Diversion Program  
**Attachments:** ltr to city council re pretrial diversion.docx; CCF03012024.pdf; CCF03012024\_0001.pdf

Good Afternoon!

I have attached a letter from City Prosecutor, Kenny James, proposing to establish the Pre-Trial Diversion Program and the benefits to the City of Wetumpka and its citizens. I have also attached a copy of the application for the Pre-Trial Diversion Program, as well as, other court forms and documents detailing the requirements of the program.

I request this proposal be added to the agenda for the next City Council Meeting.

Thanks!

*Kelli L. Tyrone*  
Court Clerk  
Wetumpka Municipal Court  
212 S. Main Street  
Phone: 334-567-1305  
Fax: 334-514-0739

***W. Kendrick James***  
Attorney at Law  
127 Cambridge Court  
Wetumpka, Alabama 36092  
Office: (334) 567-8787  
Fax: (334) 567-4631

March 1, 2024

City of Wetumpka

Re: **Proposed Pretrial Diversion Program for the  
Municipal Court of Wetumpka, Alabama**

Dear Councilmen and Councilwomen,

I am writing to request that the Council approve a Pretrial Diversion Program (PTD) for the Municipal Court of Wetumpka.

What is a Pretrial Diversion Program?

A Pretrial Diversion Program is a program in which qualifying persons charged with a criminal offense are allowed to pay a cost for their illegal behavior, rehabilitate themselves, and correct their behavior without having a criminal conviction on their record permanently. The program is administered and supervised through the Municipal Court.

## Need for a Pretrial Diversion Program

A Pretrial Diversion Program is most often made available to first time offenders. These are individuals who have little or no criminal history at all. Criminal convictions are public record and can negatively impact an individual's ability to obtain and keep employment. Pretrial Diversion programs allow an individual to suffer the consequences of their illegal behavior but remain a productive member of the community.

## How does the Pretrial Diversion Program work?

A person charged with a criminal offense would make application to the Pretrial Diversion Program. The written application requires an extensive history of the person applying. The application requires biographical information (name, dob, SSN, etc.), currently and previous employment history, education background, history or military service, and criminal history. A criminal background check of the applicant is also completed as part of the application process. There will be a \$300.00 non-refundable application fee.

If accepted into the program, the applicant appears before the Municipal Court and enters a guilty plea to the offense with which they are charged. That guilty plea is then placed on hold and the applicant is required to complete the requirements of the program. If an applicant completes the requirements of the program, their case is dismissed. If an applicant fails to complete the requirements of the program, they are brought back before the Municipal Court and they are sentenced based

on their previously entered guilty plea. There is not a trial. There is no appeal.

### Requirements of the Program

A Pretrial Diversion Program includes the following:

- Payment of non-refundable application fee to the City (\$300.00)

- Payment of Pretrial Diversion Fee to the City

- Payment of Court costs

- Entry of guilty plea

- Waiver of right to trial

- Waiver of right to appeal

- Community Service

- Court Referral counseling (i.e., Substance Abuse counseling, Anger Management, Anti-theft counseling, etc.,)

- Probationary period

### Benefit to the City of Wetumpka

The Pretrial Diversion Program is a benefit to both the City of Wetumpka and its' citizens. The citizens benefit by being able to rehabilitate themselves without having a criminal conviction on their record permanently. The City benefits by providing a valuable service for its' citizens while generating revenue which can be applied toward the prosecution of more serious offenders.



Attached you will find a copy of the application for Pretrial Diversion. Also included are the court forms and documents detailing the requirements of the program. Lastly, the aforementioned forms and requirements may be subject to amendments during the process of developing said program.

Sincerely,

/s/ Kenny James

W. Kendrick James

WKJ/dm  
Enclosures

*City of Wetumpka*  
*Municipal Court*

Jeffery J. Courtney  
Municipal Court Judge

212 South Main Street  
Wetumpka, AL 36092  
Telephone (334) 567-1305  
Fax (334) 514-0739

Kelli L. Tyrone  
Court Clerk  
Lindsay H. Brouillard  
Magistrate

## APPLICATION FOR DEFERRED PROSECUTION

The Pre-Trial Diversion Program is a structured program for non-violent offenders. Participants may be required to enter a substance abuse program with court-monitored supervision and/or other programs that would best suit your charge(s). The Pre-Trial Diversion Program will consist of three (3) separate tiers. Each Tier has its own type of eligible offenses, monitoring requirements and fee schedule. Those accepted into the program, will enter a conditional plea of guilt, and sign a contract. Upon successful completion of the Pre-Trial Diversion Program charges will be dismissed.

## PRE-TRIAL DIVERSION PROGRAM ELIGIBILITY

- You must be charged in the jurisdiction of the City of Wetumpka
- You must be eighteen (18) years old or older
- You must have legal status as a resident of the United States of America
- You must be charged with a non-violent offense or an offense not involving sexual misconduct, a minor, school official or a law enforcement officer
- The victim or arresting officer must approve of your participation
- You must not continue to participate in criminal activity
- You must not refuse to take or fail a drug screen
- If current charge is DUI or drug related offense, you are only eligible if:
  - There were no persons under eighteen (18) in the vehicle at time of arrest;
  - There was not an accident involving another vehicle or injury to another person or their property;

- You had a valid Alabama Driver's License at time of arrest;
- Your Blood Alcohol Level was .20 or below
- You have not had a DUI or drug-related convictions within five (5) years prior to the current charge;
- You do not have a DUI or drug-related conviction disposed by deferment within the last five (5) years;
- You have not had more than one DUI or drug-related offense disposed by deferment regardless of when the offense occurred;
- You do not have more than one (1) DUI conviction, regardless of when the offense occurred;
- You have not had more than three (3) traffic violations with one year prior to current charge;
- You must not show a history or pattern of violent behavior or have prior firearms charges
- You must enter a conditional plea of guilt
- You must have the ability to pay all restitution, court costs and fees within one year
- You must not have a pending charge (other than the one submitting an application for)
- You must not have more than one (1) felony conviction and/or three (3) misdemeanor convictions on your record

### **ADDITIONAL PRE-TRIAL DIVERSION PROGRAM INFORMATION**

The Pre-Trial Diversion Program consists of three (3) separate tiers. Each tier has its own type of eligible offenses, monitoring requirements and fee schedule. Those accepted into the Pre-Trial Diversion Program, will enter a conditional plea of guilt, and sign a contract for as little as three (3) months up to twelve (12) months of program participation.

**Tier 1 – Primary Offense Eligibility:** Drug and/or Alcohol Related Traffic or Misdemeanor Offenses

**Monitoring Requirements:** up to twelve (12) months

**Fee Schedule:** Education classes, CRO (if applicable), plus all court costs, fees, and restitution

**Tier 2 – Primary Offense Eligibility:** Misdemeanor Offenses (excluding POM 2<sup>nd</sup>) and reckless driving

**Monitoring Requirements:** up to six (6) months

**Fee Schedule:** Education classes, CRO (if applicable), plus all court cost, fees, and restitution

**Tier 3 – Primary Offense Eligibility:** Traffic Offenses (excluding DUI and Reckless Driving)

**Monitoring Requirements:** up to three (3) months

**Fee Schedule:** Driving School, plus all court cost, fees, and restitution

Submit completed applications, with nonrefundable \$300.00 application fee, to the Wetumpka City Municipal Court with fourteen (14) days of when it was received. No personal checks will be accepted. The application fee will not be credited towards the court cost, fees, and restitution required to be paid as part of the Pre-Trial Diversion Program.

STATE OF ALABAMA     )  
                                          )  
COUNTY OF ELMORE    )

CITY OF WETUMPKA, MUNICIPAL COURT

## APPLICATION FOR PRETRIAL DIVERSION PROGRAM

Comes now, \_\_\_\_\_, who, after being first duly sworn, deposed an oath as follows:

1. My complete name is \_\_\_\_\_: I am also known as \_\_\_\_\_.
2. I am \_\_\_\_\_ years of age and was born on \_\_\_\_\_.
3. My race is \_\_\_\_\_ and my sex is: ( ) Male ( ) Female
4. I am presently charged with the offense (s) of \_\_\_\_\_  
\_\_\_\_\_ in the city of Wetumpka, Elmore County.
5. I am represented by: (if applicable) \_\_\_\_\_ who is the attorney of record in the above referenced criminal case (s).
6. In my lifetime, I have been convicted of the following charges (include juvenile, Youthful Offender, conditional dismissals, expungements and out-of-state convictions):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. In my lifetime, I have been arrested for/charged with, but not convicted of the following charges (include juvenile, Youthful Offender, conditional dismissals, expungements and outof-state charges):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. No other charges are pending against me with any court or law enforcement agency.
9. I have made full disclosure of my criminal history. (Initials) \_\_\_\_\_
10. Even though I cannot be compelled to make a statement, I am doing so because I wish to enroll and complete a Pretrial Diversion Program. (Exhibit A)
11. Any new crime I commit may result in my being prosecuted for the current charge(s) against me, even if the new crime is not prosecuted.

12. If I am admitted into the Pretrial Diversion Program instead of being prosecuted, failure to successfully complete all terms and conditions of the program will result in my being prosecuted for the current charge(s) against me.

13. I fully understand that successful completion of the Pretrial Diversion Program will result in dismissal of my case. I also understand that if I commit another offense with the Statute of Limitations, this case could be reinstated, as well as be prosecuted for the new offense.

14. Having been fully and completely advised of all my rights under the Constitution and the laws of the United States of America and the State of Alabama I do hereby specifically waive my right to a speedy trial. (Exhibit B)

15. I am NOT under the influence of any drug, medicine, or alcoholic beverage and have not been threatened, intimidated, coerced, or abused by any person in any manner whatsoever in order to force me to file this application. I have not been promised nor have I received any gratuity, reward, or hope of reward, in order to induce me to make this application.

16. I fully understand each representation of fact contained herein, and state that each is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
APPLICANT'S ATTORNEY (PRINT)

\_\_\_\_\_  
APPLICANT'S ATTORNEY SIGNATURE

\_\_\_\_\_  
CITY PROSECUTOR

DATE: \_\_\_\_\_

**WRITTEN STATEMENT**

NAME: \_\_\_\_\_

CHARGE (S): \_\_\_\_\_

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

**APPLICANT'S SIGNATURE**

"EXHIBIT B"

**WAIVER OF RIGHT TO DEFENSE OF STATUTE OF  
LIMITATIONS AND RIGHT TO A SPEEDY TRIAL**

I, \_\_\_\_\_ having been  
charged with the following criminal offense(s):

\_\_\_\_\_ wish to participate in the City of  
Wetumpka Pre-Trial Diversion Program. I have been informed that this  
program can take up to twelve (12) months to successfully complete. I also  
understand that if I am accepted into this program, the above-referenced  
charge(s) will be dismissed by the City of Wetumpka upon completion of  
the Pre-Trial Diversion Program. I also understand should I fail to  
successfully complete the Pre-Trial Diversion Program and all of its  
requirements that I will be sentenced on my charge(s) in accordance with  
my previously entered plea of guilt. I have further been informed that  
there is a statute of limitations in Alabama that limits the time in which a  
prosecution may be brought against me. I have also been informed that  
under the Constitution of the United States I have the right to a speedy  
trial once I am arrested for an offense. Accordingly, if I fail to successfully  
complete the Pre-Trial Diversion Program, I may no longer have the right  
to object to any reinstated criminal proceedings based on the statute of  
limitations and/or the denial of a speedy trial. Based on the City of  
Wetumpka's offer to provide me with an opportunity to complete the Pre-  
Trial Diversion Program, I hereby freely and knowingly waive any right I  
might have to claim that the statute of limitations as to my charge(s)  
has run. In addition, because I am seeking the benefits of the Pre-Trial  
Diversion Program, I understand that it is my own voluntary action that  
is delaying any trial regarding my criminal charge(s). By my signature  
below, I am waiving my right to the defense of statute of limitations and I  
am acknowledging that my criminal case related to the above-referenced  
charge(s) is being delayed at my own request and due to my own actions. I  
give this waiver of rights in return for the valuable consideration for the  
opportunity to participate in the Pre-Trial Diversion Program and the  
potentially beneficial results such participation offers. Furthermore, I waive  
my right to appeal any conviction in this matter.



I understand these legal rights are of critical importance to me, and therefore the City of Wetumpka has given me an opportunity to consult with counsel of my own choosing.

\_\_\_\_\_ I have consulted with counsel, the Hon. \_\_\_\_\_

\_\_\_\_\_ I have decided that I do not wish to consult with counsel.

I enter into this waiver knowingly and voluntarily. I have not been threatened, coerced, or otherwise induced by the City of Wetumpka to enter into this agreement, other than stated above.

\_\_\_\_\_

**DEFENDANT'S/APPLICANT'S NAME (SIGNATURE)**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**CITY PROSECUTER**

\_\_\_\_\_

**DATE**

Defendant Name:

\_\_\_\_\_

Case No.(s)

**PRE-TRIAL DIVERSION PROGRAM AGREEMENT**

The above-named Defendant and the City of Wetumpka, Alabama; hereby agree to place the above-styled case(s) into the City of Wetumpka's Pre-Trial Diversion Program. The following terms and conditions apply:

- The Defendant consents to supervision and monitoring by the Municipal Prosecutor, Wetumpka Municipal Court Pre-Trial Diversion staff and the Court Referral Officer for a period up to twelve (12) months.
- Three-hundred-dollar (\$300) application fee shall be paid at the time of the Defendants admission into the Pre-Trial Program. Said monies shall be paid directly to Wetumpka Municipal Court.
- The Defendant shall perform \_\_\_\_\_ hours of community service and must furnish the Court satisfactory written evidence of completion of those hours. Community Service hours must be pre-approved by the Court or from the provided list of participating locations.
- Defendant will submit to an evaluation by the Court Referral Officer and complete any such counseling, classes, treatment, or other mandate of the Court Referral Officer. Defendant will further execute a waiver of confidentiality with any agency or professional providing said treatment, in order that said records will be available to the Municipal Prosecutor and Court. Defendant will bear any costs of the Pre-Trial Program, its treatment parameters, reporting fees or drug screening fees.
- Defendant shall remain at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or immediately notify Wetumpka Municipal Court and Court Referral Officer of any change(s) to that address.

- Defendant shall, if Court Referral Officer deems it necessary, submit State approved mental health providers or care and will pay all such costs as associated with said treatment or assessment. Again, Defendant shall execute a waiver of confidentiality with any agency or professional providing such services, in order that the records be available to the Municipal Prosecutor and Court.
- Defendant waives any right to trial while applying for, or enrolled in the Program.
- Defendant waives any right to Jury Trial or Appeal, while applying for, or enrolled in this Program.
- Defendant waives any objection to Status of Limitation while applying for, or enrolled in, this Program.
- Defendant will be subject to and must participate satisfactorily in, random drug and/or alcohol screening.
- Defendant shall not use alcohol, non-prescribed drugs, Delta, or CBD products, and shall not frequent any such places where those items may be sold.
- Defendant, if applicable, shall pay restitution, as follows: \$ \_\_\_\_\_ due to \_\_\_\_\_. Said restitution shall be paid to the Wetumpka Municipal Court, 212 S. Main Street, Wetumpka, Alabama 36092.
- Defendant shall not violate, or be arrested for, any State or Federal Laws, or Municipal Ordinances during enrollment in the Program.
- Defendant shall remain gainfully employed during enrollment in the Program unless legally disabled, a full-time student, or retired. Should Defendant not be gainfully employed, proof that Defendant is actively seeking employment must be submitted to the Court. Termination of employment must be immediately reported to the Municipal Prosecutor, Wetumpka Municipal Court, or Court Referral Officer.
- Defendant agrees to provide a statement as to his or her involvement in the charged offense(s).

- Defendant and Municipal Prosecutor agree that any and all admissions, records or communications involving the Program, with the exception of the statement provided, shall not be admissible in any subsequent criminal proceeding, except as to determine future eligibility for such a program or as otherwise provided by law.
- **DEFENDANT SHALL ENTER A CONDITIONAL PLEA OF GUILT TO ALL CHARGES FOR ENTRY INTO THIS PROGRAM. ANY VIOLATION OF THE CONDITIONS OF THIS AGREEMENT WILL RESULT IN EITHER A SANCTION OR THE TERMINATION OF THE DEFENDANT'S ENROLLMENT IN THE PROGRAM. THE DEFENDANT SHALL BE THEN SENTENCED IN ACCORDANCE WITH HIS OR HER GUILTY PLEA.** A return to court notice will be sent to the defendant at his/her address provided and the defendant shall then appear and show cause as to why they should not be sanctioned or terminated from the Program. No formal hearing shall be had or is due to the defendant.
- Defendant agrees and understands that their participation in the Program is voluntary and knowing, and that any violation of the foregoing terms or conditions of the Program or this Agreement will result in sanctions or termination from the Program, reinstatement of all original charges and sentencing upon the guilty pleas entered. **PAYMENTS MADE TO THE COURT REFERRAL OFFICER AND/OR THE APPLICATION FEE FOR THE PROGRAM WILL NOT BE APPLIED TO THE COURT COST OR OTHER FEES SHOULD THE DEFENDANT FAIL TO COMPLETE THE PROGRAM; NOR SHALL ANY TIME SPENT IN THE PROGRAM BE CREDITED AS TIME SERVED. PARTIAL PAYMENTS FOR RESTITUTION, TREATMENT, FEES, AND COURT COST SHALL BE CONSIDERED, UPON CONVICTION, BY DISCRETION OF THE COURT.**
- Upon satisfactory completion of the Program, the City of Wetumpka will dismiss, with prejudice, the charges against defendant. This is a dismissal of the charges and not an expungement of defendant's records. The Defendant can pursue separately pursuant to Alabama Code, 1975 Title 15.
- Defendant must pay all application fees, Court cost, restitution, treatment, Court Referral, other fees/cost in full, before charges can be dismissed and Defendant released from Program. In addition, defendant shall provide all

certificates of completion or other documentation before charges be dismissed and defendant be released from the Program.

- Defendant shall attend a Review Hearing on the following date and time.  
\_\_\_\_\_ at \_\_\_\_\_ p.m.

- Other terms:

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Done this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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Defendant

---

Attorney for Defendant (if applicable)

Adress: \_\_\_\_\_

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City Prosecutor

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Phone Number (Defendant Attorney)

Approved \_\_\_\_\_ Rental Fee \_\_\_\_\_  
Disapproved \_\_\_\_\_ Deposit Fee \_\_\_\_\_  
Mayor's Signature \_\_\_\_\_ \*\*\*Application fees are  
Date \_\_\_\_\_ non- refundable

**APPLICATION FOR RENTAL OF PUBLIC AREAS ADJACENT TO THE EAST  
SIDE OF THE COOSA RIVER AND ALONG THE RIVERWALK**

Date of Function: MAY 4<sup>th</sup> or JUNE 1<sup>st</sup> 2024  
Applicant/Business or  
Organization: Simple MEN Social Saving Club  
Type of Entity: ☒ For-Profit ☐ Non-Profit\* ☐ Other: \_\_\_\_\_  
Function: CAR Show  
Applicant's Address: 15 Mountain View Rd  
City: Wetumpka State: AL Zip: 36093

(The following persons are responsible for insuring that all laws, ordinances, and lease rules are followed by the Applicant and all guests or invitees)

First Contact Name: Keith MEANS DOB: 12-26-68

Phone Number: 334-868-0735 Drivers License #: 6240420

Second Contact Name: Eric Cain DOB: 3-12-67

Phone Number: 334-440-4761 Drivers License #: 5203241

Time of Function: 8:00 am Access Time: 7:00 am Departure Time: 6:00 pm

Estimated No. of Attendees (Required): 50 +/- Number under 21 years of Age 50 +/-

**APPLICATIONS WILL NOT BE APPROVED UNLESS ALL OF THE  
ABOVE INFORMATION IS FULLY AND ACCURATELY COMPLETED**

\*If applicant is a non-profit entity, applicant must provide a copy of the IRS certification of 501(C) 3 exempt status.

Describe in detail the type of event you are planning:

---

Show off Local AND visiting Classic Cars/Trucks/Bikes

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Do you intend to have any inflatables or amusement games brought into the park? YES or NO

If YES:

Inflatables and amusement equipment will require proof of liability insurance; when renting from a company you can provide proof of coverage from them. Also, any company you use must have the proper business license issued by the City of Wetumpka.

All tents, tables, chairs other staging items, inflatables, games and amusements **must be approved** on the application for use and must be placed on the reserved site on the day of the event, not before, and taken down immediately following the event.

Absolutely no vehicles will be allowed on the grass areas or sidewalks. This includes loading and unloading and reloading of supplies. Any damage to grass or sidewalks may result in a fine to cover the cost of repairs.

### **SECURITY DEPOSIT**

A security deposit may be required for any reservation. Said security deposit will be returned after the event if premises are left in the same condition in which they were at the time of the rental and there has been no occurrence requiring involvement of law enforcement during the event. All persons or entities using the parks and public area shall clean up all trash or other items placed on the property during the event and shall have all personal property removed from the reserved site immediately upon conclusion of the event and prior to the expiration of the reserved time.

### **RESERVATIONS**

Reservation that is to be attended by twenty-five (25) to seventy-five (75) people shall require that an application for use be completed and submitted along with any fees at least two (2) weeks prior to the event and if it is to be attended by seventy-six (76) to two hundred fifty (250) people then the application for use must be completed and submitted along with any fees at least thirty days prior to the event. All reservations must be approved by the Mayor, who shall set the fees and security deposits for such usage from time to time as he deems necessary to cover the costs incurred by the City for such use.

Any activity /event that is requesting exclusive use of the park must have the consent of the City Council.

### **THE CHARGING OF ADMISSION**

Any effort to sell tickets, charge admission, or solicit donations for events on City property, **must have the consent of the City Council** and shall be limited to non-profit organizations for the benefit of the non-profit organization or the public.

### **ALCOHOL PROHIBITED**

No alcohol allowed unless approved by proper authorities. If such occurs, the function will be immediately shut down, and the deposit will be forfeited.

### **DISTURBANCE OR COMPLAINT**

Any disturbance or complaint which requires law enforcement personnel to respond on the premises, including the parking area, could result in forfeiture of deposit and the immediate shutdown of the event. Any audio, music, or announcing system, shall be used at a volume level that will not interfere with other users in the area.

### **CLEAN-UP**

Applicant shall leave the area clean and make sure that no trash or debris of any type is left behind. This includes any decorations or any items you bring into the area.

### **STATUTES/ORDINANCES/REQUIREMENTS**

Applicant shall comply with all statutes, ordinances, and requirements of all municipal, state, and Federal authorities now in force pertaining to the premises, occasioned by or affecting the use thereof by applicant.

By signing this application, the applicant acknowledges that he/she has read and understands the rules and regulations for the rental area. The applicant further agrees to be personally responsible for ensuring that all attendees abide by the rules, regulations, and lease and by the ordinances and laws of the City of Wetumpka and the State of Alabama. The applicant further agrees that he/she will personally be present at all times during the function and failure to stay on the premises during the function will result in the forfeiture of the deposit.



**The undersigned represents that he/she has the authority to execute this agreement on behalf of applicant, acknowledges that he/she has read and understand the requirements contained herein, and that he/she will insure compliance herewith.**

Executed on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
\_\_\_\_\_  
Applicant/Authorized Agent - Signature

334-868-0735  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Authorized Agent's Name (Printed)

kmeans@gpse.com  
\_\_\_\_\_  
E-mail

6240420  
\_\_\_\_\_  
Drivers' License Number

Approved \_\_\_\_\_

Rental Fee \_\_\_\_\_

Disapproved \_\_\_\_\_

Deposit Fee \_\_\_\_\_

Mayor's Signature \_\_\_\_\_

\*\*\*Application fees are  
non- refundable

Date \_\_\_\_\_

**APPLICATION FOR RENTAL OF PUBLIC AREAS ADJACENT TO THE EAST  
SIDE OF THE COOSA RIVER AND ALONG THE RIVERWALK**

Date of Function: June 22, 2024

Applicant/Business or

Organization: Elmore County Civic & Improvement League

Type of Entity: ☐ For-Profit ☒ Non-Profit\* ☐ Other: \_\_\_\_\_

Function: Juneteenth Fest

Applicant's Address: Physical 104 SW main St. Wetumpka, AL 36092  
PO Box 1482, Wetumpka, AL 36092 - mailing

City: Wetumpka State: AL Zip: 36092

(The following persons are responsible for insuring that all laws, ordinances, and lease rules are followed by the Applicant and all guests or invitees)

First Contact Name: Idell Gill

DOB: 3/16/1957

Phone Number: 334-399-9879

Drivers License #: 3845937

Second Contact Name: Pamela Williams

DOB: 5-2-1973

Phone Number: 334-224-4814

Drivers License #: AL5955780

Time of Function: 10:00am Access Time: 8:00am Departure Time: 8:00pm

Estimated No. of Attendees (Required): 250 Number under 21 years of Age 75

**APPLICATIONS WILL NOT BE APPROVED UNLESS ALL OF THE  
ABOVE INFORMATION IS FULLY AND ACCURATELY COMPLETED**

\*If applicant is a non-profit entity, applicant must provide a copy of the IRS certification of 501(C) 3 exempt status.

Describe in detail the type of event you are planning:

Cultural Fest Celebrating the ending of chattel slavery  
in the United States. The fest will be comprised  
of African American art, music, dance and cuisine.  
The fest is open and encourages participation of all  
cultures.

Do you intend to have any inflatables or amusement games brought into the park? YES or NO

If YES:

Inflatable and amusement equipment will require proof of liability insurance; when renting from a company you can provide proof of coverage from them. Also, any company you use must have the proper business license issued by the City of Wetumpka.

All tents, tables, chairs other staging items, inflatables, games and amusements **must be approved** on the application for use and must be placed on the reserved site on the day of the event, not before, and taken down immediately following the event.

Absolutely no vehicles will be allowed on the grass areas or sidewalks. This includes loading and unloading and reloading of supplies. Any damage to grass or sidewalks may result in a fine to cover the cost of repairs.

## **SECURITY DEPOSIT**

A security deposit may be required for any reservation. Said security deposit will be returned after the event if premises are left in the same condition in which they were at the time of the rental and there has been no occurrence requiring involvement of law enforcement during the event. All persons or entities using the parks and public area shall clean up all trash or other items placed on the property during the event and shall have all personal property removed from the reserved site immediately upon conclusion of the event and prior to the expiration of the reserved time.

## **RESERVATIONS**

Reservation that is to be attended by twenty-five (25) to seventy-five (75) people shall require that an application for use be completed and submitted along with any fees at least two (2) weeks prior to the event and if it is to be attended by seventy-six (76) to two hundred fifty (250) people then the application for use must be completed and submitted along with any fees at least thirty days prior to the event. All reservations must be approved by the Mayor, who shall set the fees and security deposits for such usage from time to time as he deems necessary to cover the costs incurred by the City for such use.

Any activity /event that is requesting exclusive use of the park must have the consent of the City Council.

### **THE CHARGING OF ADMISSION**

Any effort to sell tickets, charge admission, or solicit donations for events on City property, **must have the consent of the City Council** and shall be limited to non-profit organizations for the benefit of the non-profit organization or the public.

### **ALCOHOL PROHIBITED**

No alcohol allowed unless approved by proper authorities. If such occurs, the function will be immediately shut down, and the deposit will be forfeited.

### **DISTURBANCE OR COMPLAINT**

Any disturbance or complaint which requires law enforcement personnel to respond on the premises, including the parking area, could result in forfeiture of deposit and the immediate shutdown of the event. Any audio, music, or announcing system, shall be used at a volume level that will not interfere with other users in the area.

### **CLEAN-UP**

Applicant shall leave the area clean and make sure that no trash or debris of any type is left behind. This includes any decorations or any items you bring into the area.

### **STATUTES/ORDINANCES/REQUIREMENTS**

Applicant shall comply with all statutes, ordinances, and requirements of all municipal, state, and Federal authorities now in force pertaining to the premises, occasioned by or affecting the use thereof by applicant.

By signing this application, the applicant acknowledges that he/she has read and understands the rules and regulations for the rental area. The applicant further agrees to be personally responsible for ensuring that all attendees abide by the rules, regulations, and lease and by the ordinances and laws of the City of Wetumpka and the State of Alabama. The applicant further agrees that he/she will personally be present at all times during the function and failure to stay on the premises during the function will result in the forfeiture of the deposit.

The undersigned represents that he/she has the authority to execute this agreement on behalf of applicant, acknowledges that he/she has read and understand the requirements contained herein, and that he/she will insure compliance herewith.

Executed on this the 20<sup>th</sup> day of February, 2024.

Idell Gill

Applicant/Authorized Agent - Signature

334-399-9879

Phone Number

Idell Gill

Authorized Agent's Name (Printed)

MSdell7@aol.com

E-mail

\_\_\_\_\_  
Drivers' License Number

Approved \_\_\_\_\_

Rental Fee \_\_\_\_\_

Disapproved \_\_\_\_\_

Deposit Fee \_\_\_\_\_

Mayor's Signature \_\_\_\_\_

\*\*\*Application fees are  
non-refundable

Date \_\_\_\_\_

**APPLICATION FOR RENTAL OF PUBLIC AREAS ADJACENT TO THE EAST  
SIDE OF THE COOSA RIVER AND ALONG THE RIVERWALK**

Date of Function: April 20, 2024

Applicant/Business or  
Organization: Main Street Wetumpka - Wetumpka Downtown

Type of Entity: \_\_\_\_\_ For-Profit ☒ Non-Profit\* \_\_\_\_\_ Other: \_\_\_\_\_

Function: Coosapalooza Brewfest

Applicant's Address: 114 Company Street

City: Wetumpka State: AL Zip: 36092

(The following persons are responsible for insuring that all laws, ordinances, and lease rules are followed by the Applicant and all guests or invitees)

First Contact Name: Haley Greene DOB: 02/07/1994

Phone Number: 706-326-2910 Drivers License #: 10323361

Second Contact Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Drivers License #: 12345678

Time of Function: 2-6pm Access Time: 10:00AM Departure Time: 6:30pm

Estimated No. of Attendees (Required): 800 Number under 21 years of Age 0

**APPLICATIONS WILL NOT BE APPROVED UNLESS ALL OF THE  
ABOVE INFORMATION IS FULLY AND ACCURATELY COMPLETED**

\*If applicant is a non-profit entity, applicant must provide a copy of the IRS certification of 501(C) 3 exempt status.

Describe in detail the type of event you are planning:

Fundraiser for our nonprofit organization.  
Coosapalooza Brewfest - Beer Tasting event  
in Merchants Alley / Gold Star Park.  
21+ event including volunteers/staff/attendees.

Do you intend to have any inflatables or amusement games brought into the park? YES or NO

If YES:

Inflatables and amusement equipment will require proof of liability insurance; when renting from a company you can provide proof of coverage from them. Also, any company you use must have the proper business license issued by the City of Wetumpka.

All tents, tables, chairs other staging items, inflatables, games and amusements **must be approved** on the application for use and must be placed on the reserved site on the day of the event, not before, and taken down immediately following the event.

Absolutely no vehicles will be allowed on the grass areas or sidewalks. This includes loading and unloading and reloading of supplies. Any damage to grass or sidewalks may result in a fine to cover the cost of repairs.

### **SECURITY DEPOSIT**

A security deposit may be required for any reservation. Said security deposit will be returned after the event if premises are left in the same condition in which they were at the time of the rental and there has been no occurrence requiring involvement of law enforcement during the event. All persons or entities using the parks and public area shall clean up all trash or other items placed on the property during the event and shall have all personal property removed from the reserved site immediately upon conclusion of the event and prior to the expiration of the reserved time.

### **RESERVATIONS**

Reservation that is to be attended by twenty-five (25) to seventy-five (75) people shall require that an application for use be completed and submitted along with any fees at least two (2) weeks prior to the event and if it is to be attended by seventy-six (76) to two hundred fifty (250) people then the application for use must be completed and submitted along with any fees at least thirty days prior to the event. All reservations must be approved by the Mayor, who shall set the fees and security deposits for such usage from time to time as he deems necessary to cover the costs incurred by the City for such use.

Any activity /event that is requesting exclusive use of the park must have the consent of the City Council.

### **THE CHARGING OF ADMISSION**

Any effort to sell tickets, charge admission, or solicit donations for events on City property, **must have the consent of the City Council** and shall be limited to non-profit organizations for the benefit of the non-profit organization or the public.

### **ALCOHOL PROHIBITED**

No alcohol allowed unless approved by proper authorities. If such occurs, the function will be immediately shut down, and the deposit will be forfeited.

### **DISTURBANCE OR COMPLAINT**

Any disturbance or complaint which requires law enforcement personnel to respond on the premises, including the parking area, could result in forfeiture of deposit and the immediate shutdown of the event. Any audio, music, or announcing system, shall be used at a volume level that will not interfere with other users in the area.

### **CLEAN-UP**

Applicant shall leave the area clean and make sure that no trash or debris of any type is left behind. This includes any decorations or any items you bring into the area.

### **STATUTES/ORDINANCES/REQUIREMENTS**

Applicant shall comply with all statutes, ordinances, and requirements of all municipal, state, and Federal authorities now in force pertaining to the premises, occasioned by or affecting the use thereof by applicant.

By signing this application, the applicant acknowledges that he/she has read and understands the rules and regulations for the rental area. The applicant further agrees to be personally responsible for ensuring that all attendees abide by the rules, regulations, and lease and by the ordinances and laws of the City of Wetumpka and the State of Alabama. The applicant further agrees that he/she will personally be present at all times during the function and failure to stay on the premises during the function will result in the forfeiture of the deposit.



The undersigned represents that he/she has the authority to execute this agreement on behalf of applicant, acknowledges that he/she has read and understand the requirements contained herein, and that he/she will insure compliance herewith.

Executed on this the 20 day of February, 2024.

Haley N. Greene  
Applicant/Authorized Agent - Signature

706-326-2910  
Phone Number

Haley N. Greene  
Authorized Agent's Name (Printed)

director@mainstreetwetumpki  
E-mail  
-org

10323351  
Drivers' License Number