



MEETING AGENDA



District 1
Matthew Wilson

District 2
Raevan Howard
Alternate

District 3
Norman Crow

District 4
Lee Busby

District 5
Kip Tyner
Member

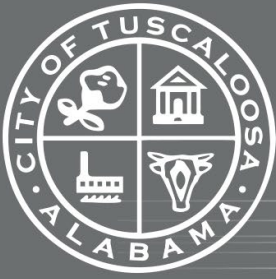
District 6
John Faile
Chairperson

District 7
Cassius Lanier
Vice Chairperson

Council Administration and Policy Committee Meeting Agenda

Tuesday, July 19, 2022 Daugherty Conference Room 4:00 p.m.

TOPIC	PRESENTER	SUPPORTING MATERIAL
Approval of Minutes		
OLD BUSINESS		
1. Blight discussion (tabled 6-7-22)	Chairperson Faile	
NEW BUSINESS		
2. RSA retiree COLA bonus	Mayor Maddox Carly Standridge LaShonda Kemp	3
3. Briefing on Downtown/Riverfront Overlay development: Alum Tuscaloosa, located at 2130 4 th Street	Zach Ponds Caitlin Giles	
4. Ordinance amending Section 19-17 of the Code of Tuscaloosa	LaShonda Kemp	4
5. Ordinance amending Section 19-61 of the Code of Tuscaloosa	LaShonda Kemp	5-6
6. Ordinance amending Section 19-66 of the Code of Tuscaloosa	LaShonda Kemp	7
7. Ordinance amending Section 7-1(a)(8) of the Code of Tuscaloosa	Carly Standridge	8
8. Transition from Sedgwick to Millennium Risk Services for workers compensation administration update	Jimbo Woodson	
9. Authorization to execute a vendor agreement form for Community Services of West Alabama	Alvin Brewer	9-16



MEETING AGENDA



10. Resolution authorizing creation and implementation of School Supplies for Parking Tickets Program	Marion Williams	17-18
11. Framework Code Update briefing	Ashley Crites	
12. Queuing Permit	Chief Rice Jimbo Woodson	19-21
13. Additional autism benefit discussion	Elizabeth Hinson Ryan Robinson	

ADJOURN

APPROVED AS TO FORM

Prepared By: JPW
Requested: Finance Comte 7/19/2022
Presentation on: 07/26/2022
Suspension of Rules: NO

Office of the City Attorney

RESOLUTION

AUTHORIZING A ONE-TIME LUMP SUM PAYMENT TO
RETIREES THROUGH THE RETIREMENT SYSTEMS OF ALABAMA
(A22-0727)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL, that is it the desire and election of the City of Tuscaloosa to come under the provisions of Section 2 of Act No. 229 of the Regular Session of the 2022 Legislature.

BE IT FURTHER RESOLVED THAT THE CITY OF TUSCALOOSA agrees to provide all funds necessary to the Employees Retirement System to cover the cost of the one-time lump sum payment as provided for by the Act for those eligible retirees and beneficiaries of deceased retirees of the City of Tuscaloosa with the aforementioned lump sum payment estimated at \$190,092 being paid in October of 2022.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, Brandy Johnson, City Clerk of the City of Tuscaloosa, Alabama, hereby certify that the above and foregoing is a true and correct copy of the resolution duly adopted by the City Council of Tuscaloosa at a regular meeting held on the 19th day of October, 2022, the same appears and remains of record in the record book in my office wherein are recorded the minutes of the proceedings of said Council.

WITNESS my signature and the official seal of said City of Tuscaloosa, this the _____ day of July, 2022.

Brandy Johnson, City Clerk

FUNDING REQUIRED: Yes No

By: _____
Finance Director

COUNCIL ACTION
Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

Prepared By: JPW/rd

Requested: Admin Comte Date: 07/19/2022

Council Presentation on: 07/26/2022

Suspension of Rules: No

Office of the City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 19-17
OF THE CODE OF TUSCALOOSA
(A22-0629)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that Section 19-17 presently marked as "Reserved" by amended to read as follows:

"Sec. 19-17. CDL Reimbursement.

The City may elect to provide training to eligible employees in order for the employees to obtain a Commercial Driver License (CDL). The training will be provided by the City's CDL Training Coordinator. The training class is 5 weeks while on-duty and includes study materials, work books, training vehicles and class room instruction. In the event that the employee leaves employment with the city within 24 months of obtaining the CDL license, the employee will be required to reimburse the city for a portion of the cost of the CDL training in the amount of \$1,500 which shall be prorated for each full month of employment after completion of the training.

Sec. 19-18 – 19-19. Reserved."

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW

Requested: Admin. Date: 7/19/2022

Council Presentation on: 07/26/2022

Suspension of Rules: No

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTION 19-61
OF THE CODE OF TUSCALOOSA
(A22-0726)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that Section 19-61 (f) of the Code of Tuscaloosa be added to read as follows:

“Sec. 19-61. Overtime/compensatory time.

- (f) On-call pay. Non- exempt employees engaged in construction activity are expected to be available for work related emergencies. When these non-exempt employees are required to be on-call for time that is not considered compensable, as determined by the Human Resources Department, the department may, but is not required to pay the employee(s) on-call a set rate of hourly compensation as provided in the department budget and approved by the employees department head and the Human Resources Department.

BE It FURTHER ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that the effective date of this ordinance shall be October 1, 2022.

FUNDING REQUIRED: Yes No

By: _____

COUNCIL ACTION

Resolution _____

Ordinance _____

Introduced _____

Passed _____

2nd Reading _____

Unanimous _____

Failed _____

Tabled _____

Amended _____

Chief Financial Officer

Comments: _____

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW/rd

Requested: Public Safety Date: 07/19/2022

Council Presentation on: 07/26/2022

Suspension of Rules: No

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 19-66
OF THE CODE OF TUSCALOOSA
(A22-0622)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that Section 19-66 of the Code of Tuscaloosa be amended to read as follows:

“Sec. 19-66. Shift differential pay.

Employees who work a qualifying shift are eligible for shift differential pay of **eighty cents (\$0.80)** per hour subject to a maximum of eighty (80) hours per pay period. A qualifying shift is a regularly scheduled work shift that is at least eight (8) hours but not more than twelve (12) hours and begins between 1:30 p.m. and 1:00 a.m. Employees will also receive shift differential pay when using paid time off (AVAIL, SAIL, Compensatory Time, Military Paid Time Off) during a pay period employee is scheduled for a qualifying shift for the entire pay period unless employee is working a rotating shift. Employees on any extended military leave of absence or employees Xed (no pay) for one or more days due to zero AVAIL balance during the pay period are not eligible for shift differential pay.”

BE IF FURTHER ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that the effective date of this ordinance shall be October 1, 2022.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

Prepared By: JPW

Requested: Admin Comte Date: 07/19/2022

Council Presentation on: 07/26/2022

Suspension of Rules: No

Office of the City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-1(a)(8)
OF THE CODE OF TUSCALOOSA
(A22-0637)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA as follows that Section 7-1(a)(8) be amended to read as follows:

“Sec. 7-1. Definitions, rules of construction, and automatic conformity to law.

- (a) *General definitions.* The words and terms as used in this chapter and elsewhere in this Code shall have the following meanings and conditions unless the context indicates a clearly different meaning:
 - (8) *Revenue director.* Shall mean the **Director of Revenue Code Enforcement** or such other employee of the City charged with administration of revenue ordinances and supervision of all other revenue officials.”

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

KAY IVEY
GOVERNOR



KENNETH W. BOSWELL
DIRECTOR

STATE OF ALABAMA

MEMORANDUM

TO: Alabama Public Drinking Water and Wastewater Systems
FROM: Shonda H. Gray, Special Projects Unit Chief
DATE: April 15, 2022
RE: Low-Income Household Water Assistance Program

The Alabama Department of Economic and Community Affairs (ADECA) administers the new Low-Income Household Water Assistance Program (LIHWAP). The program is designed to provide emergency assistance to low-income households that pay a high proportion of their household income for drinking water and wastewater services.

At the local level, community action agencies throughout the state will process applications submitted by low-income households and send payments directly to water and wastewater systems participating in the LIHWAP. For your information, a map of the community action agency service areas and contact information is enclosed.

Our office has posted an introductory video and a LIHWAP Vendor FAQs on our website at the following link: <https://adeca.alabama.gov/lihwap/>.

If you are interested in participating in the program, please sign the enclosed vendor agreement and either email it to our office at homewaterassist@adeca.alabama.gov or mail it to:

Ms. Shonda Gray
ADECA Energy Division
PO Box 5690
Montgomery, AL 36103-5690

We are in the process of executing the grant agreements with the community action agencies. Once that is completed, each agency can begin to provide assistance to eligible households in their service area. The timeline will vary among the agencies depending on if any vendors in their area have completed and submitted the vendor agreement; therefore, we encourage you to submit a signed copy if you have not submitted one already.

If you have any questions, please do not hesitate to call me at 334-242-5365 or email homewaterassist@adeca.alabama.gov.

**STATE OF ALABAMA
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
VENDOR AGREEMENT**

The undersigned (hereinafter referred to as the Vendor) hereby agrees to the following terms and conditions of the Alabama Department of Economic and Community Affairs (hereinafter referred to as the Department) in order to participate in the LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) for the period of November 1, 2021 through September 30, 2023.

- (1) The Department, through its local administering LIHWAP agencies, shall notify the Vendor of each eligible household and the amount of assistance to be paid on behalf of the household.
- (2) The Vendor agrees that any payment amount made by the Department or its administering LIHWAP agencies, and accepted by the Vendor, shall result in the continuation of service or the prompt and timely restoration of service for a period of not less than thirty (30) days from the date the Vendor receives official notification from the local administering LIHWAP agency of the payment. Notification shall include, but may not be limited to, the receipt by the Vendor of the Vendor's copy of the LIHWAP-101 application form and shall constitute a commitment on the part of the local administering LIHWAP agency for the payment of the home drinking water and/or wastewater services provided.
- (3) The Vendor agrees to charge LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households.
- (4) The Vendor agrees to charge the eligible household, in accordance with the Vendor's normal billing process, the difference between the actual cost of home drinking water and/or wastewater services and the amount of the LIHWAP payment.
- (5) The Vendor agrees to provide the Department or its administering LIHWAP agencies with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- (6) The Vendor agrees to post all payments to customer accounts within 3-5 business days.
- (7) The Vendor agrees not to apply LIHWAP payments to account balances that have previously been written-off or fully paid with other funds.
- (8) The Vendor agrees not to apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- (9) The Vendor agrees not to discriminate against an eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- (10) The Vendor agrees to provide the Department or its administering LIHWAP agencies, upon request, written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed, if applicable.
- (11) The Vendor agrees to refund to the local LIHWAP administering agency any remaining LIHWAP balance when the household's account is closed. The Vendor shall include the household's account name and account number for reference purposes.
- (12) The Vendor agrees to cooperate with the Department's monitoring of this Agreement, including home drinking water and/or wastewater services provided to eligible households.
 - a. If requested by the Department, the Vendor agrees to provide account data including, but not limited to, annual home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous twelve (12) monthly billing periods, as authorized by the household.

- b. The Vendor agrees to cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow Department representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- c. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

The Vendor shall observe its usual and customary practices governing the release of household account information.

- (13) The Vendor and the Department agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and Department's written consent and only in accordance with federal or state law. Companies who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. The Vendor shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- (14) The Vendor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the local administering LIHWAP agency or knowingly allowing others to do so; intentional failure to notify the local administering LIHWAP agency of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.
- (15) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination. Either the Department or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.
- (16) The Vendor agrees to not discriminate based on race, color, religion, sex, age, national origin, or disability in its implementation of this Agreement.
- (17) The Vendor agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended, by Amendment No. 26. The Vendor further agrees that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

The Vendor recognizes and acknowledges that the Department is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article 1, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not

limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

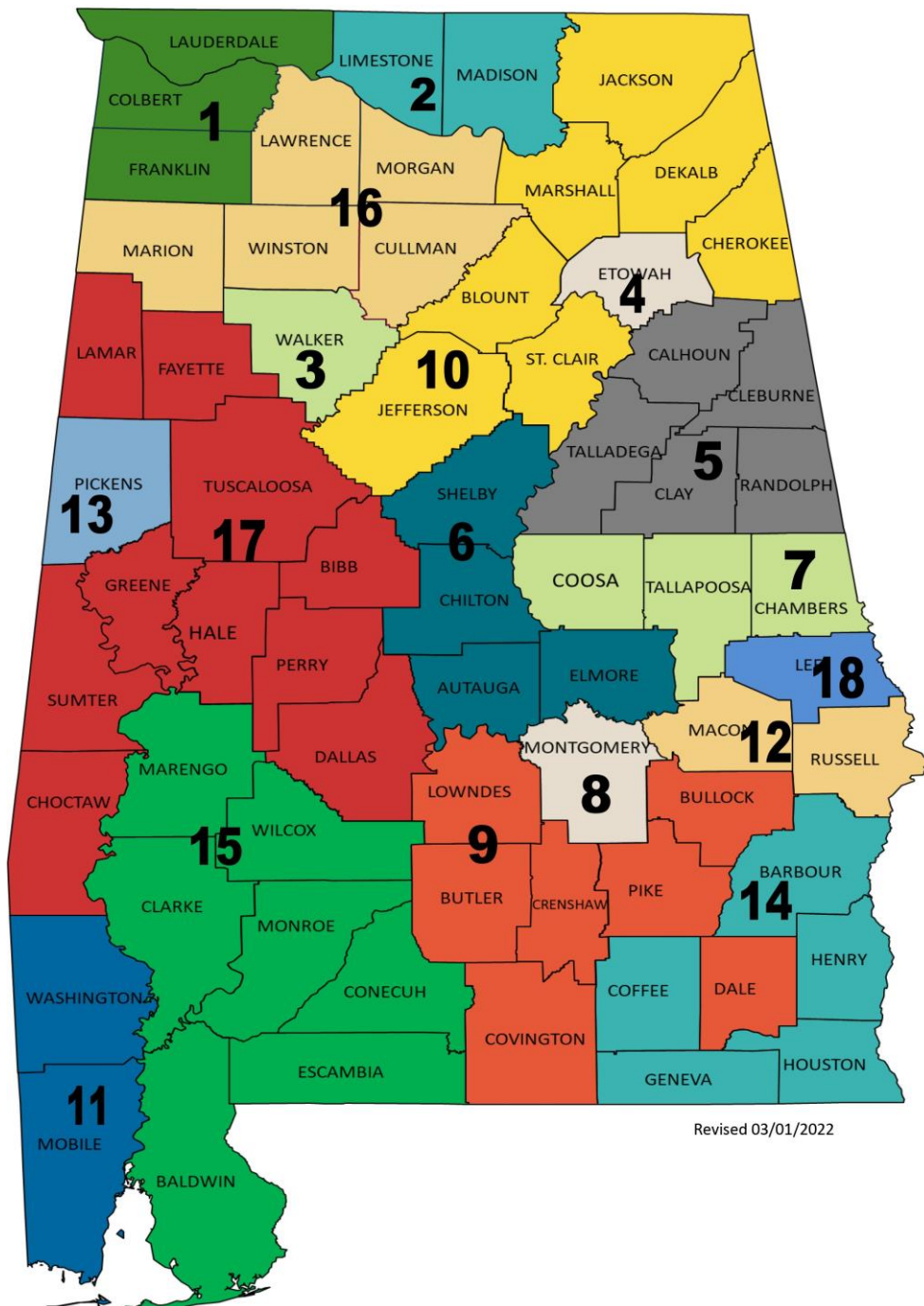
- (18) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found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

_____ Vendor Name	_____ Signature of Authorized Representative
_____ Office Mailing Address	_____ Printed Name of Authorized Representative
_____ City, State, Zip	_____ Title of Authorized Representative
_____ Telephone Number	_____ Date

Regarding LIHWAP Payments:

_____ Mailing Address	_____ Printed Name of Contact Person
_____ City, State, Zip	_____ Telephone Number
	_____ Email Address

AGENCIES ADMINISTERING ALABAMA'S LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)



Community Action Agency of Northwest Alabama, Inc. (REGION 1)

745 Thompson Street, Florence, AL 35630
Call center: 256-764-5142
Main office: 256-766-4330
<https://www.caanw.org/>
Lauderdale, Colbert, and Franklin Counties

Community Partnership Huntsville/Madison and Limestone Counties, Inc. (REGION 2)

3516 Stringfield Road NW Huntsville, AL 35810-0975
Call center: 256-907-1550
Main office: 256-851-9800
<https://caa-htsval.org/>
Madison and Limestone Counties

Walker County Community Action Agency, Inc. (REGION 3)

644 19th Street W Jasper, AL 35501-5353
Main office: 205-221-4010
<http://www.caawalker.org/>
Walker County

Community Action of Etowah County, Inc. (REGION 4)

624 Broad Street, Gadsden, AL 35901-3722
Main office: 256-546-9271
Etowah County

Community Action Agency of Talladega, Clay, Randolph, Calhoun, and Cleburne Counties, Inc. (REGION 5)

136 North Court Street Talladega, AL 35160-2014
Main office: 256-362-6611
Calhoun, Clay, Cleburne, Randolph, and Talladega Counties

Community Action Partnership of Middle Alabama, Inc. (REGION 6)

116 Chilton Place, Clanton, AL 35045-8706
Call center: 205-287-0139
Main office: 205-755-1204
<http://www.capmal.org/>
Autauga, Chilton, Elmore, and Shelby Counties

Community Action Committee, Inc. of Chambers-Tallapoosa-Coosa (REGION 7)

170 South Broadnax Street Dadeville, AL 36853-1704
Main office: 256-825-4287
<http://www.cacctc.com/>
Chambers, Coosa, and Tallapoosa Counties

Montgomery Community Action Committee & CDC, Inc. (REGION 8)

1066 Adams Avenue, Montgomery, AL 36104-4424
Call center: 334-230-5259
Main office: 334-263-3474
<http://mcacinc.org/>
Montgomery County

Organized Community Action Program, Inc. (REGION 9)

507 North Three Notch Street, Troy, AL 36081-2120
Main office: 334-566-1712
<http://www.ocaptroy.com/index.html>
Bullock, Butler, Covington, Crenshaw, Dale, Lowndes, and Pike Counties

Community Action Agency of Northeast Alabama, Inc. (REGION 10)

1481 McCurdy Avenue South, Rainsville, AL 35986-5221
Call center: 855-287-1730
Main office: 256-638-4430
<http://www.caaneal.org/>
Blount, Cherokee, DeKalb, Jackson, Jefferson, Marshall, and St. Clair Counties

Mobile Community Action, Inc. (REGION 11)

461 Donald Street, Mobile, AL 36617-3327
Call center: 251-206-6117
Main office: 251-457-5700
<http://www.mcamobile.org/>
Mobile and Washington Counties

Macon - Russell Community Action Agency, Inc. (REGION 12)

501 South School Street, Tuskegee, AL 36083-2226
Macon County call center: 334-439-4009
Russell County call center: 334-408-4066
Main office: 334-727-6100
Macon and Russell Counties

Pickens County Community Action Committee and CDC, Inc. (REGION 13)

71 Lakeside Street, Carrollton, AL 35447-2232
Main office: 205-367-8166
<http://www.caapickens.org/>
Pickens County

Southeast Alabama Community Action Partnership, Inc. (REGION 14)

100 George Wallace Drive Enterprise, AL 36330-3216
Call center: 844-680-2044
Main office: 334-347-0881
<http://www.southeastalabamacap.org/>
Barbour, Coffee, Geneva, Henry and Houston Counties

Community Action Agency of South Alabama (REGION 15)

26640 North Pollard Road, Daphne, AL 36526-4273
Call center: 877-246-7836
Main office: 251-626-2646
<http://www.caaofsa.org/>
Baldwin, Clarke, Conecuh, Escambia, Marengo, Monroe, and Wilcox Counties

**Community Action Partnership of North Alabama, Inc.
(REGION 16)**

1909 Central Parkway, SW Decatur, AL 35601-6822

Morgan County call center: 256-260-4050

Cullman County call center: 256-255-0454

Lawrence County call center: 256-522-0019

Main office: 256-355-7843 and dial 100

<https://capna.org/>

*Cullman, Lawrence, Marion, Morgan, and Winston
Counties*

**Community Service Programs of West Alabama, Inc.
(REGION 17)**

601 Black Bears Way, Tuscaloosa, AL 35401-4807

Call center: 833-836-7817

Clients 60 and older: 205-469-0386

Main office: 205-752-5429

<https://cspwal.com/>

*Bibb, Choctaw, Dallas, Fayette, Greene, Hale, Lamar,
Perry, Sumter, and Tuscaloosa Counties*

**Alabama Council on Human Relations, Inc. (REGION
18)**

950 Shelton Mill Road, Auburn, AL 36830-2736

Main office: 334-821-8336

Call center: 334-246-5266

<https://www.achr.com/>

Online scheduler: <http://achr.cascheduler.com/>

Lee County

Application			
1. Case # (County, Member ID):		Control #:	
Program Name:			
Assistance Type:		Batch Control: _____	
Form Control:			
2. Applicant First Name		MI	Applicant Last Name
		Age	3. Tel:
			Emgy:
CUSTOMER ACCOUNT ADDRESS			HOUSEHOLD MAILING ADDRESS
4. Dwelling #	5. Residence Street Name		6. Apt/Lot
			10. Street and Number; P.O. Box; RFD
7. Residence City		8. State	9. Residence ZIP
		11. City	12. State
		13. Residence ZIP	
Number of persons in household who are: 18 years of age or younger: 19 years of age or older: Migrant/Seasonal Workers:		Has dwelling ever received any weatherization assistance from a previous federally funded weatherization Date:	
		Area: Residence is	
		Type of Structure: Does the government pay any of the rent or house payment?	
14. Ethnic Group		15. Sex (Applicant)	16. Previous LIHEAP Benefits? Yes
17. Household Size	18. Household Monthly Income		19. Utility allowance received through rent reduction or payment: Amount: (12 months average)
20. Household member who is: Elderly (60 or over) Disabled Native American Child		21. Primary Heating Fuel	Primary Cooling Fuel Primary Heating Source

22. Household members

23. Verification/Remarks

HH	Name	Age	SSN	NCC*	Income
Yes				<input type="checkbox"/>	
No				<input type="checkbox"/>	
No				<input type="checkbox"/>	

24. Status Awarded Date

Comments/Explanations:

25. Payment(s) totalling _____ will be made on behalf of the household to:

(Vendor Name) (Vendor Code) (Amount) (Account Name) (Account Number)

26. STATEMENTS OF AFFIRMATION

I certify that the information I have provided is true and correct to the best of my knowledge. I hereby give consent for this agency to verify the information I have given and for related outside sources to provide any information necessary in the completion of this application. I understand I am responsible for all related costs of the program not paid by the State. I understand that I am subject to all applicable Federal or State laws concerning fraud or if I knowingly provide false or incomplete information in order to obtain assistance.

27. Certification of Section 245A (Amnesty Aliens) and 210 A (Replenishment Agricultural Workers)

I certify that no member of this household is an alien whose status has been adjusted to lawful temporary or permanent resident under section 245A or 210A of the Immigration and Nationality Act as amended by the Reform and Control Act of 1986.

28. Customer is responsible for remaining balance

Applicant Signature Second Party? Date

Caseworker Signature Date

*NCC - Non-Custodial Child

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: JPW/rd

Requested: Admin. Cmt.Date:07/19/2022

Council Presentation on: 07/26/2022

Suspension of Rules: No

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21-29
OF THE CODE OF TUSCALOOSA
(A22-0437)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that Section 21-29 of the Code of Tuscaloosa presently marked as "Reserved" be and the same is hereby amended to read as follows:

"Sec. 21-29. –Sidewalk Queuing Permit and Rules

a.) Definitions:

Queuing. A line of people within defined temporary barriers on the public sidewalk or right-of-way waiting to gain entrance to a business in the corporate limits of the City of Tuscaloosa.

b.) Permit procedure. Applications for queuing permits shall be submitted to the Revenue Division of the Accounting and Finance Department on forms provided by Revenue to be approved administratively. The application fee shall be \$100.00 with an annual/renewal fee of \$1,000.00. The application fee and renewal fee shall be automatically adjusted in an amount equal to the annualized consumer price index (CPI) using the south urban CPI from the U.S. Department of Labor released in January of each year. The queuing permit shall be posted in close proximity to the city business license.

c.) Permit requirements.

1. The queuing area shall be shown on the permit and shall generally be confined to an area between the business outer wall and a temporary barrier 4 feet away to form a single line. The queuing area may wrap around the building up to ½ of the building side length. The queuing area shall not interfere with ADA accessibility. Queuing lines shall be clearly delineated between businesses and may only run along the business premises façade.

2. The permitted area of a sidewalk café may be used for queuing provided that all tables and chairs and any other furnishings are removed prior to establishing temporary queuing barriers and starting a queuing line.
 3. A queuing area and/or line must allow for egress required by code for public safety.
 4. The queuing permittee and/or person in charge shall be responsible for controlling the queuing line and shall insure that queuing lines do not merge with a queuing line from another establishment and that queuing lines do not extend past the permitted area. The permittee and/or the person in charge of the business is responsible for enforcing all queuing permit requirements.
 5. The permittee and/or person in charge of the business shall maintain all minimum required sidewalk clearances as shown on the queuing permit.
 6. Permits shall adhere to the same requirements and standards as sidewalk café permits including but not limited to sidewalk access, materials and measurements. This section shall control as to any conflict for queuing permits.
 7. Temporary barriers for queuing must be removed during periods where queuing is not needed.
- d.) The Chief of Police or his designee is authorized to suspend the use of a permitted queuing area for up to 24 hours and/or close a business establishment to new admittance for up to 24 hours or to close a business establishment completely for for up to 24 hours due to queuing without a permit or due to queuing that is hazardous to public health safety and welfare or due to queuing in violation of this section or the fire code.
- e.) Revocation of queuing permit. A queuing permit may be revoked by the City Council following the third queuing violation for which a citation is issued or to protect public safety.
- f.) It shall be unlawful for a permittee, an individual, a business or business owner or person in charge of a business to violate this section or to

engage in queuing without a valid permit or to allow queuing without a queuing permit.

BE IT FURTHER ORDAINED that the effective date of this ordinance is September 1, 2022.

FUNDING REQUIRED: Yes No

By: _____
Chief Financial Officer

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____