



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, November 15, 2021 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Councilman Brown

Pledge of Allegiance: Councilman Tapley

Roll Call:

Approval of Minutes: November 4, 2021, Rescheduled Meeting

Approval of Agenda:

Reports from Standing Committees:

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

Reports from Special Committees: None

Public Hearing: None

Report on Status of City Finances:

1. Monthly Financial Report and Banking Balance Update
2. FY 19 Audit Update from Carr, Riggs, and Ingram

Proclamation: None

Unfinished Business: None

New Business:

1. Resolution 22-14: A Resolution to Authorize the Mayor to Execute an Engagement Agreement with Local Government Services, LLC (LGS)
2. Resolution 22-15: A Resolution to Authorize the Mayor to Execute an Agreement with Ma-Chis Lower Creek Indian Tribe of Alabama for Participation in the Low-Income Home Water Assistance Program

3. Resolution 22-16: A Resolution to Authorize the Mayor to Execute and Task Order 21-01 with Jacobs Engineering Group Inc.
4. Resolution 22-17: A Resolution to Authorize the Mayor to Execute Sewer Maintenance Contracts as Necessary in FY 22
5. Resolution 22-18: A Resolution to Authorize the Mayor to Execute a CWSRF (Clear Water State Revolving Fund) Loan Application for Project Clean Water, Project No. CS010329-04
6. Request: A Request to Approve the Annual Procession in Celebration of Our Lady of Guadalupe for Saturday, December 11, 201 at 7:00 p.m.

Executive Session: Discuss and Economic Development Opportunity: Action may be required afterwards.

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Adjournment:

Resolution: 22-14

RESOLUTION NO. 22-14

A Resolution to Authorize the Mayor to Execute an Engagement Agreement with Local Government Services, LLC (LGS)

WHEREAS, City of Alexander City, Alabama has been presented with a Construction, Right-of-Way Use, and Franchise Agreement for telecommunications from C-Spire; and

WHEREAS, currently the City has a Charter Franchise Agreement; and

WHEREAS, Local Government, LLC (LGS) is a consultant group that assist municipalities with reviewing and negotiating such agreements; and

WHEREAS, it is recommended to enter into an agreement with Local Government, LLC for guidance; and

WHEREAS, funding for said agreement is available in the FY 2022 Budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute an Engagement Agreement with Local Government Services, LLC (LGS).

ADOPTED AND APPROVED this 15th day of November 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-14** which was adopted by the City Council on this 15th day of November 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 15th day of November 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

ENGAGEMENT AGREEMENT

This Engagement Agreement sets forth the agreement between the City of Alexander City, (“the City”) located at 281 James D. Nabors Drive , Alexander City, Alabama 35661 and Local Government Services, LLC (“LGS) located at 145 Springwater Trace, Woodstock, Georgia 30188 concerning Cable and Telecommunications franchise advisory issues.

1. LGS and its subcontractors shall assist the City with preparing correspondence and drafting ordinances associated with negotiating a new Franchise Agreement between the City and Telepak Networks, Inc. d/b/a C Spire Fiber (“Telepak”). Greg Fender the owner of LGS will serve as the primary consultant responsible for all services. LGS will use its best judgment to determine the most economical use of attorneys and staff personnel.
2. The City will receive an itemized statement of its account from LGS on a monthly basis, which summarizes the services rendered, and the costs and expenses incurred on the City’s behalf. Bills are based on the following hourly rates:

Greg Fender, consultant:	\$300.00
Brian Grogan, attorney:	\$445.00
Legal Assistant:	\$200.00

Time is billed by the one-tenth of an hour, which is the minimum time charged for any service. Billed time includes all time spent on the City’s behalf in connection with the matter referenced above, including conferences, telephone calls, drafting and reviewing of documents and memoranda, preparing and reviewing of correspondence, negotiations, legal research, interoffice conferences, and travel to and from locations away from offices. The estimated cost will not exceed \$5,000.00 without LGS obtaining prior approval from the City to incur additional cost.

3. The City will reimburse LGS for all reasonable and necessary costs and expenses which we incur on the City’s behalf. These costs and expenses include charges for photocopying, long-distance telephone calls, delivery and messenger services, travel, food and lodging.
4. The periodic statement of account which the City will receive from LGS will include a brief description of activity performed on behalf of the City. All balances on the City’s account are due thirty (30) days after the date of the statement.
5. LGS assures that its services will be accomplished in a timely manner and with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact whom LGS will contact and who will regularly review, discuss, and meet

with LGS regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with LGS to facilitate the performance of services by LGS and to ensure that all information and issues required for review by LGS are made available to LGS.

6. This Agreement may be terminated for any reason by either the City or LGS upon giving thirty (30) days written notice to the other. If such notice is given to LGS, it shall immediately cease work. All fees and costs incurred to the date of receipt of the notice will be paid to LGS. Otherwise, there shall be no further liability to LGS.
7. This Agreement contains all of the terms of the services and financial arrangement between the City and LGS and can only be modified by a written document signed by both parties.

IN WITNESS WHEREOF, the parties here caused the Agreement to be duly executed on this ___ day of _____, 2021.

LOCAL GOVERNMENT SERVICES, LLC

By _____
Member

CITY OF ALEXANDER CITY, ALABAMA

By _____
Curtis "Woody" Baird
Mayor

Resolution: 22-15

RESOLUTION NO. 22-15

A Resolution to Authorize the Mayor to Execute an Agreement with Ma-Chis Lower Creek Indian Tribe of Alabama for Participation in the Low-Income Home Water Assistance Program

BE IT RESOLVED, by the City Council of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a Low-Income Home Water Assistance Program with Ma-Chis Lower Creek Indian Tribe of Alabama.

ADOPTED AND APPROVED this 15th day of November 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-15** which was adopted by the City Council on this 15th day of November 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 15th day of November 2021.

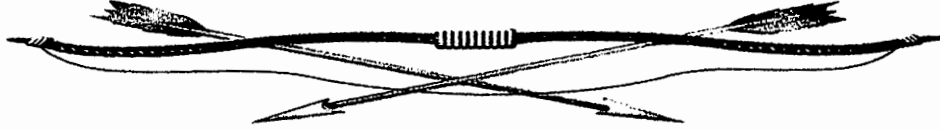
City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Ma-Chis Lower Creek Indian Tribe of Alabama



64 Private Road 1312
Telephone: (334)897- 3207
machis@centurytel.net

Elba, Alabama 36323
Fax: (334)897-2950
www.machis tribe.net

July 9, 2021

RE: Vendor MOU and W-9

Dear Sir,

I have enclosed a MOU for the Ma-Chis Lower Creek Indian Tribe of Alabama to pay your water /wastewater company on behalf of the Ma-Chis Lower Creek Indian Tribe of Alabama tribal person. Also, I will need a W-9 signed to allow you to receive payment. We plan to start payments on August 1, 2021, with priority going to the one that have been disconnected and the ones facing cutoffs, with last priority having current bills. These payments are only for Ma-Chis Lower Creek Indian Tribe of Alabama Tribal Citizens, that meet eligibility requirements.

Thank you in advance for your cooperation in this matter. If you have any questions or concerns, please feel free to contact me as follows: machis@centurytel.net or call 334-897-3207. A self-stamped envelope is enclosed for your convenience.

Yours Truly,



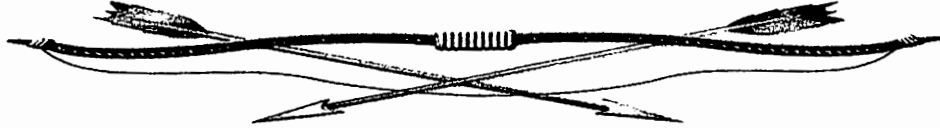
Nancy Carnley

Ma-Chis LIHWAP Director

CC: File

Enclosure

Ma-Chis Lower Creek Indian Tribe of Alabama



64 Private Road 1312
Telephone: (334)897- 3207
machis@centurytel.net

Elba, Alabama 36323
Fax: (334)897-2950
www.machis tribe.net

VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT FOR PARTICIPATION IN THE
LOW-INCOME HOME WATER ASSISTANCE PROGRAM BETWEEN

_____ (Printed or
typed name of energy vendor/supplier or Public Housing Authority)

Type of Water Provided:

_____ Water _____ Wastewater _____ Combination Water/Wastewater

AND

Ma-Chis Lower Creek Indian Tribe of Alabama
(Printed or typed name of Local LIHWAP Agency)

THIS AGREEMENT, by and between the:

_____, (Printed or typed name of Water vendor). Hereinafter referred to as the Local LIHWAP
Agency (LLA), in consideration of the mutual promises herein contained, the parties have agreed
and do hereby enter into this agreement according to the provisions set out herein:

A. The Home Water Supplier agrees to the following conditions and terms:

1. To participate in the Low-Income Home Water Assistance Program (LIHWAP) in accordance with the approved LIHWAP State Plan and Federal regulations.
2. To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services for clients identified to receive such benefits.
3. To apply benefit check or voucher amounts to the energy accounts of eligible and certified households.
4. To not discriminate against the eligible customers in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the customer.
5. To record the LIWEAP payments to the Home Water Supplier's books as a credit to

the LIHWAP households' current active energy account.

6. To refund upon receipt any LIHWAP credit balances to the LIHWAP agency who made the payment on behalf of the customer if the customer terminates their service.

7. To provide, at no cost, the LIHWAP customers' water consumption history for the previous twelve (12) months, or available history.

8. To be responsible for compliance with the terms and provisions of this agreement and to understand that this agreement may be revoked by the LLA for noncompliance by the Home Water Supplier.

9. American Rescue Plan Act of 2021

EC. 2912. FUNDING FOR WATER ASSISTANCE PROGRAM.

(a) In General.—In addition to amounts otherwise available, there is appropriated to the Secretary of Health and Human Services (in this section referred to as the “Secretary”) for fiscal year 2021, out of any amounts in the Treasury not otherwise appropriated, \$500,000,000, to remain available until expended, for grants to States and Indian Tribes to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services.

(b) Allotment. —The Secretary shall—

(1) allot amounts appropriated in this section to a State or Indian Tribe based on—

(A) the percentage of households in the State, or under the jurisdiction of the Indian Tribe, with income equal or less than 150 percent of the Federal poverty line; and

(B) the percentage of households in the State, or under the jurisdiction of the Indian Tribe, that spend more than 30 percent of monthly income on housing; and

(2) reserve up to 3 percent of the amount appropriated in this section for Indian Tribes and tribal organizations.

(c) Definition. —In this section, the term “State” means each of the 50 States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the United States Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

Consolidated Appropriations Act, 2021 (Public Law No: 116-260)

SEC. 533. For an additional amount for “Department of Health and Human Services—Administration for Children and Families—Children and Families Services Programs”, \$638,000,000, to prevent, prepare for, and respond to coronavirus, for necessary expenses for

grants to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program: Provided, That the Secretary of Health and Human Services shall make grants to States and Indian Tribes to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services: Provided further, That in carrying out this appropriation, the Secretary, States, and Indian Tribes, as applicable, shall, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes: Provided further, That the Secretary shall allot amounts appropriated in this section to a State or Indian Tribe based on the following (i) the percentage of households in the State, or under the jurisdiction of the Indian Tribe, with income equal to or less than 150 percent of the Federal poverty line, and (ii) the percentage of such households in the State, or under the jurisdiction of the Indian Tribe, that spend more than 30 percent of monthly income on housing: Provided further, That up to 3 percent of the amount appropriated in this section shall be reserved for Indian Tribes and tribal organizations: Provided further, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

This division may be cited as the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2021”.

B. The local LIHWAP agency agrees to the following conditions and terms:

1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LLA.
2. To provide guidance to the Home Water/Wastewater Supplier during the implementation and operation of the Low-Income Home Water Assistance Program.
3. To maintain the right to monitor, evaluate and spot-check the Home Energy Supplier's operation and activities according to this agreement with respect to the clients served.
4. To submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.

C. All parties agree to the following:

1. To comply fully with Titles VI and VII of the Civil Rights Act of 1964; and Section 504 of the Rehabilitation Act of 1973; and ensure that no person based on handicap, race, color, religion, sex, age, or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of the home energy supplier and the LLA. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination,

promotion, demotion, transfer, rate of pay, training, and participation in upward mobility programs, or other forms of compensation and use of facilities. The home energy supplier and the LLA shall upon request show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2. Any party may terminate this agreement by giving a written fifteen (15) day notice.
3. The LLA may terminate this agreement with written notice if the Home Water/Wastewater Supplier fails to comply with the terms and provisions of this agreement.
4. The beginning date of this agreement is _____ (date signed) and the ending date shall be December 31, 2023.
5. The execution of this agreement by the Home Water Supplier to participate in the LIHWAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by the Home Water Supplier pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the agreement or State or Federal law.
6. This agreement may be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

D. Debarment, Suspension, and Other Responsibility Matters

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. The payments are only for reconnection to water/wastewater services, payment for prevention of immediate cutoff, pay for current water/wastewater bill. 4. The payment is not to be applied to the household garbage or trash pick up services. **The household is responsible for this cost of the following items: household garbage cost and trash pickup.**

E. Consumer Protection Term.

The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:

- i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;

- ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
- iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
- iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
- v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis 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

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

APPROVED:

 Printed or typed name of HOME WATER/WASTEWATER SUPPLIER

 Address

 City State Zip Code

 Phone Number Fax Number

 Email Address

 Signature of Director/Business Manager Date

 DUNS Number (If Applicable)

APPROVED:

Ma-Chis Lower Creek Indian Tribe of Alabama

Printed or typed name of LOCAL LIHWAP AGENCY

 Signature of LLA Executive Director Date

RESOLUTION NO. 22-16

A Resolution to Authorize the Mayor to Execute Task Order 21-01 with Jacobs Engineering Group Inc.

WHEREAS, the City of Alexander City, Alabama approved a Standard Master Services Agreement with Jacobs for Professional Services on October 5, 2020 by Resolution 21-04; and

WHEREAS, Task Order 21-01 is to be implemented under the Master Services Agreement; and

WHEREAS, the purpose of Task Order 21-01 is to provide general professional engineering and consulting services to the City from time-to-time as requested in writing per Article B Scope of Services; and

WHEREAS, funding for Task Order 21-01 is included in the FY 2022 Budget; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute Task Order 21-01 with Jacobs Engineering Group, Inc.

ADOPTED AND APPROVED this 15th day of November 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-16

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-16** which was adopted by the City Council on this 15th day of November 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 15th day of November 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

Task Order 21-01

TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 5, 2020 (AGREEMENT), FOR THE CITY OF ALEXANDER CITY, ALABAMA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO:

General Professional Engineering Services for the CITY OF ALEXANDER CITY, ALABAMA

Article A. Purpose

The purpose of this Task Order is for Jacobs Engineering Group Inc. (JACOBS) to provide general professional engineering and consulting services to the City of Alexander, City (CLIENT) under the terms of the AGREEMENT as such services may from time-to-time be requested from the CLIENT and authorized in writing by the CLIENT and as specified in Article B. Scope of Services.

Article B. Scope of Services:

Upon receipt of authorization from the CLIENT, Jacobs will provide requested general professional consulting services. Services will be provided on an As-Needed basis with specific task instructions received from the CLIENT before any work is performed. Services under this Task Order typically require minimal time and effort but may be needed quickly hence defined under general engineering services. This service may be provided until it is amended by the CLIENT or at such time as the AGREEMENT is terminated or this Task Order is cancelled in writing by the CLIENT or JACOBS.

Article C. Compensation

Compensation for providing the services under this Task Order shall be in accordance with the AGREEMENT and as presented in Exhibit A. Compensation shall be made on a Time and Expense basis where the CLIENT is invoiced from time and expense used to complete the specific tasks assigned under this Task Order.

Article D. Billing Procedures

JACOBS will accompany each invoice for services hereunder with an invoice and status report for services provided.

JACOBS agrees to bill in accordance with the AGREEMENT except JACOBS will not submit invoices for work-in-progress (WIP) for this task order unless WIP exceeds \$1,000 or quarterly, whichever is sooner.

Article E. Authorization

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications shall be between parties and their consultants or subcontractors through the Authorized Representatives:

For the CLIENT:
The CITY OF ALEXANDER CITY, ALABAMA

For the ENGINEER:
JACOBS ENGINEERING GROUP INC

Name: Woody Baird
Address: 281 James D Nabors Drive Alexander City, AL 35010
Phone: (256) 329-6730
Email address: woody.baird@alexandercityal.gov

Name: Dana Raughton
Address: 4121 Carmichael Rd Suite 400 Montgomery, AL 36106
Phone: (334) 321-1862
Email address: dana.raughton@jacobs.com

Task Order 21-01 is effective this _____ day of _____ 20_____.

Accepted for CLIENT by:
Name:
Title:

Accepted for JACOBS by:
Name: Nick Freeman
Title: Principal In-Charge

Exhibit A

The Hourly Labor Rates for FY 2021-2022 are presented in the following table.

The table may be revised yearly based on JACOBS' revised rate schedule.

FY 2021-2022 Hourly Labor Rate Schedule	
Title	FY 2021-2022 Hourly Labor Rate
Principal Technologist/ Principal in Charge/ Project Manager	\$230
Senior Project Manager/ Project Technologist	\$199
Project Manager / Project Technologist	\$179
Project Engineer	\$167
Associate Engineer	\$153
Staff Engineer/ Consultant	\$127
Junior Staff Engineer/ Consultant	\$112
Senior Technician/ Programmer	\$136
Graphic Designer/ Technician	\$114
Engineering Technician	\$89
Accountant/ Administrative Assistant	\$67

RESOLUTION NO. 22-17

A Resolution to Authorize the Mayor to Execute Sewer Maintenance Contracts as Necessary in FY22

WHEREAS, the City of Alexander City, Alabama, was placed under an Administrative Order on Consent from the Environmental Protection Agency (EPA) in August 2014; and

WHEREAS, as a part of that Administrative Order on Consent, the City was required to submit various corrective programs to EPA detailing the actions that the City will continuously perform to resolve issues within the City's sanitary sewer system; and

WHEREAS, these programs require that certain maintenance, such as, heavy cleaning/CCTV, flow monitoring, manhole lining, root control, etc., continue to be performed in order for the City to effectively maintain the sanitary sewer system to remain in compliance with EPA; and

WHEREAS, the Alexander City Sewer Department requested, and was approved for, a total of \$535,000 in the FY22 Operating Budget for said sewer maintenance contracts; and

WHEREAS, scheduling flexibility is needed in an effort to maximize unit dollar cost and minimize mobilization costs; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to sign any and all documents as necessary to enter into and administrate these sewer maintenance contracts for a total combined amount not to exceed \$535,000.00.

ADOPTED AND APPROVED this 15th day of November, 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-17

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-17** which was adopted by the City Council on this 15th day of November 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 15th day of November 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____



COUNCIL REQUEST MEMORANDUM

Per the City’s Organizational Ordinance 2021-01, Section 6, any written request to be placed on the agenda of the regular meeting must be submitted to the Mayor and City Clerk by close of business 14 days prior to the meeting of the Council. All resolutions and ordinances shall have a thorough explanation and supporting documentation when submitted. By completing this memo, the Clerk will be allowed to prepare better documentation for the Council and Mayor, and for any future references.

Department: Sewer Meeting Request Date: 11/15/2021

SECTION 1: Request Information

Description of Request:

Resolution to authorize the Mayor to sign budgeted Maintenance Contracts for the Sewer Department.

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

Is there a deadline, time sensitive, or any need or immediate consideration? YES NO
If yes, explain.

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

Recommendation for Award: _____ Amount: _____

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

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

If yes, what firm? Plan to have Municipal Consultants assist with a portion, pending contract approval.

RESOLUTION NO. 22-18

**A Resolution to Authorize the Mayor to Execute a CWSRF (Clear Water State Revolving Fund) Loan
Application for Project Clean Water, Project No. CS010329-04**

WHEREAS, the City of Alexander City, Alabama, herein called the "Applicant", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that the construction of certain works required for the treatment of wastewater and/or stormwater is desirable and in the public interest, and to that end it is necessary that action necessary for the construction of wastewater treatment and/or transport facilities be taken immediately; and

WHEREAS, under Code of Alabama 1975 §§ 22-34-1 et seq., and the regulations promulgated, thereunder in ADEM Administrative Code Chapter 335-11-1, the State of Alabama, has authorized the making of loans to aid in financing the cost of construction of necessary wastewater treatment and transport works to prevent the discharge of untreated or inadequately treated effluent into any waters;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, be and hereby authorized to file on behalf of the Applicant and application for a loan to be made by the Alabama Water Pollution Control Authority.

FURTHER BE IT RESOLVED, that the Mayor is hereby designated as the Authorized Representative of the Applicant for the purpose of furnishing to the Alabama Department of Environmental Management (ADEM) such information, data and documents pertaining to the application for a CWSRF loan from the Authority as may be required; and otherwise to act as Authorized Representative of the Applicant in connection with this application.

ADOPTED AND APPROVED this 15th day of November 2021.

ATTEST:

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

Resolution: 22-18

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-18** which was adopted by the City Council on this 15th day of November 2021.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 15th day of November 2021.

City Clerk of the
City of Alexander City, Alabama

S E A L

Yeas: _____

Nays: _____

**State of Alabama
Alabama Department of Environmental Management
Clean Water State Revolving Fund (CWSRF) Loan Program**



SRF Section
Permits and Services Division
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

(334) 271-7714
srf@adem.alabama.gov

CWSRF Loan Application



Clean Water
State Revolving Fund

Applicant: City of Alexander City, AL
Project Name: Project Clean Water
Project Number: CS010329-04

Notes:

1. Submit loan application with attachments electronically (preferred) or by mail to the address above. Original signatures and notary seals should be included in the application.

Alabama CWSRF Loan Application

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Introduction

This is the second stage of the application process for Clean Water State Revolving Fund (CWSRF) assistance. A local government interested in participating should first submit a CWSRF Preapplication Form in order to be listed on the project priority list, which is published in the CWSRF Intended Use Plan (IUP). This application may be submitted with the preapplication or at any time thereafter. We strongly recommend submitting this application within 60 days of the issuance of the ADEM Intended Use Plan, otherwise the project may be moved to the non-fundable list.

Concurrence for the proposed project is required (in writing) from the Alabama Historical Commission, the U.S. Fish and Wildlife Service, Regional Planning Agency, and the U.S. Army Corps of Engineers. Copies of the concurrence letters are required to be included with the application package.

If the project includes a new or upgraded wastewater treatment facility, the applicant is required to obtain an NPDES permit prior to receiving a CWSRF loan.

An Environmental Information Document and plans and specifications are required to support each project with respect to technical and environmental matters. Please see the Environmental Information Document outline included in the application package for further guidance. Plans and specifications are required at the time the application is submitted.

Questions regarding the CWSRF Loan Application package should be directed to:

SRF Section
Permits and Services Division
Alabama Department of Environmental Management

Phone: (334) 271-7714
FAX: (334) 271-7950
E-mail: srf@adem.state.alabamba.gov
Internet: adem.alabama.gov

Mailing Address:
Post Office Box 301463
Montgomery, Alabama 36130-1463

Overnight Delivery Address:
1400 Coliseum Boulevard
Montgomery, Alabama 36110-2059

Application for Alabama CWSRF Loan Funding

Applicant	County
Name and Title of Contact Person	Telephone
Street Address or Post Office Box	FAX
City, State, and Zip	Email
Total Project Cost \$	SRF Assistance Requested \$
Project Name	
Description of Project	

Certification

The undersigned representative of the applicant certifies that the information in the application and in the attached statements and exhibits is true, correct and complete to the best of the applicant's knowledge, information and belief. The applicant further certifies: That as evidenced by the attached Certified Resolution made by the applicant, the undersigned representative has been authorized to file this application; that the applicant agrees that a CWSRF loan for the project is made pursuant to the Alabama Code §§ 22-34-1 et seq., and ADEM A.C. 335-11-1; the applicant will pay all costs of the approved project not covered by the SRF loan; that all statements, data and supporting documents made or submitted by the applicant in connection with any applications for Authority assistance for the project are to be deemed a part of this application as if they were herein repeated and set forth in full.

Signature of Authorized Representative	Title of Authorized Representative
--	------------------------------------

Subscribed and sworn to
 this _____ day
 of _____,
 20____.

(SEAL)

Consulting Engineer Information

Attach a copy of each executed engineering contract to this application. The contract ceiling amount is required for accounting purposes – if the contract is on a percentage or cost basis please provide an estimated maximum cost.

You may attach additional copies of this form if multiple consulting engineers will design/inspect this project.

Name Dana Raughton	Telephone [REDACTED]
Firm Jacobs Engineering	FAX
Street Address or Post Office Box 4121 Carmichael Road Suite 400	Email Dana.Raughton@jacobs.com
City, State, and Zip Montgomery, AL 36106	Contract Ceiling Amount \$950,000

Consulting Engineer's Certification

I hereby give assurance and certify to the Alabama Department of Environmental Management that:

1. All plans and specifications for wastewater projects will be prepared in accordance with the latest edition of *GLUMRB Recommended Standards for Wastewater Facilities* ("10 State Standards") or other design standards as approved by ADEM.
2. An Operation and Maintenance (O&M) manual will be prepared for all new treatment works.
3. All contract specifications will contain ADEM Supplemental General Conditions, latest version.
4. Plans and specifications will be submitted to ADEM for examination prior to advertising the project for bidding.
5. No contracts will be awarded before a Project Review and Cost Summary package has been submitted to ADEM for review and issuance of an Approval to Award letter.
6. Unless prior, special arrangements have been made with ADEM, no materials-only contracts will be awarded for payment with CWSRF funds. Under no circumstances will in-kind labor be reimbursed with CWSRF funds.
7. The attached Environmental Information Document has been prepared in accordance with the outline provided in this application.

Signature of Consulting Engineer: _____

Date: _____

Resolution Designating Official Representative

WHEREAS, City of Alexander City, AL
(Legal Name of Applicant: City, Commission, Board etc.)

herein called the "Applicant", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that the construction of certain works required for the treatment of wastewater and/or stormwater is desirable and in the public interest, and to that end it is necessary that action necessary for the construction of wastewater treatment an/or transport facilities be taken immediately; and

WHEREAS, under Code of Alabama 1975 §§ 22-34-1 et seq., and the regulations promulgated, thereunder in ADEM Administrative Code Chapter 335-11-1, the State of Alabama, has authorized the making of loans to aid in financing the cost of construction of necessary wastewater treatment and transport works to prevent the discharge of untreated or inadequately treated effluent into any waters;

NOW, THEREFORE, BE IT RESOLVED BY:

The City Council of the City of Alexander City, AL
_____ the governing body of said Applicant, as follows:

1. That Mayor Woody Baird
(Title of Officer)

is hereby authorized to file in behalf of the Applicant an application for a loan to be made by the Alabama Water Pollution Control Authority;

2. That Mayor Woody Baird
(Title of Officer)

is hereby designated as the Authorized Representative of the Applicant for the purpose of furnishing to the Alabama Department of Environmental Management (ADEM) such information, data and documents pertaining to the application for a CWSRF loan from the Authority as may be required; and otherwise to act as Authorized Representative of the Applicant in connection with this application.

3. That certified copies of this resolution be included as a part of the application to be submitted to the Department for a loan.

Adopted, this the _____ day of _____, 20____

Signature: _____
Title: Council President

Signature: _____
Title: Council President Pro Tempore

Approved, this the _____ day of _____, 20____

Signature: _____
Title: Council President

Signature: _____
Title: Council President Pro Tempore

Certification of Resolution

I, the Undersigned, the duly qualified and acting:

Council President _____ of the City of Alexander City _____
(Title of Officer) *(Applicant)*

do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as adopted by a meeting of the governing body held on the ____ day of _____, 20__ and duly recorded in my office:

2. That said meeting was duly convened and held in all respects in accordance with the law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution, that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am duly authorized to execute this certificate.

IN WITNESS THEREOF, I have herewith set my hand this _____ day of _____, 20_____ .

(SEAL)

Signature of Officer:

Typed or Printed Name of Officer: _____
Audrey "Buffy" Colvin

Calculation of CWSRF Loan Share

Cost Classification	Total Amount Required	Amount Requested for CWSRF Loan
1. Administrative Expense:	\$40,000	\$0
2. Land, structures, right-of-way <i>(note: may not be CWSRF loan eligible)</i>	\$10,000	\$0
3. Engineering:		
a. Design:	\$540,000	\$0
b. Basic A/E Fees:	\$145,000	\$0
c. Other Engineering/Testing Fees: (specify)		
i.		
ii.		
iii.		
d. Construction Inspection Fees:	\$265,000	\$0
Engineering Sub-Total:	\$950,000	\$0
4. Construction:	\$10,000,000	\$5,400,000
a. Contract 1:		
b. Contract 2:		
c. Contract 3:		
d. Contract 4:		
e. Contract 5:		
Construction Sub-Total:	\$10,000,000	\$5,400,000
5. Construction Contingency:	\$1,000,000	\$0
6. Equipment: (Specify)	\$0	\$0
a.		
b.		
c.		
7. Other: (Specify)	\$0	
a.		
b.		
c.		
Totals:	\$12,000,000	\$5,400,000

Statement of Assurances

The applicant, City of Alexander City, AL, hereby gives assurance and certifies to the Alabama Department of Environmental Management that:

1. The Applicant shall maintain its financial records in accordance with generally accepted accounting principles and auditing standards for governmental institutions.
2. The applicant shall comply with all applicable NPDES permits.
3. For wastewater projects. the applicant shall adopt a sewer use ordinance, which shall prohibit any new connections from inflow sources into the treatment works and require that new sewers and connections to the treatment works are properly designed and constructed. The ordinance, or other legally binding document shall also require that all wastewater introduced into the treatment works does not contain toxins or other pollutants in amounts or concentrations that endanger public safety and physical integrity of the treatment works; cause violation of effluent or water quality limitations; or preclude the selection of the most cost-effective alternative for wastewater treatment or sludge disposal.
4. The applicant shall enforce NPDES pretreatment standards where applicable.
5. The applicant shall comply with all applicable requirements of Federal, State and local laws.
6. The applicant shall pay the unallowable costs of the construction of the project.
7. If applicable, the applicant shall retain certified wastewater treatment system operators in accordance with ADEM A.C. Division 335-10, from the time of the completion of construction or initiation of operation, whichever is earlier, until such time as operation of the facility is discontinued.
8. Construction of the project, including the award of contracts in connection therewith, shall conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and to contract specifications and requirements.
9. The applicant shall comply with the following guidelines to the satisfaction of the Department: "*Design Criteria for Mechanical, Electrical and Fluid System and Component Reliability*", EPA-430-99-74-001, and "*GLUMRB Recommended Standards for Wastewater Facilities*".
10. The applicant shall have an Operation and Maintenance manual developed for the treatment works funded by the CWSRF loan.
11. The applicant shall certify that the project will be initiated and completed in accordance with the schedule specified in the CWSRF Loan Agreement.
12. The applicant must submit proof that it, and its contractors and subcontractors, will comply with all insurance requirements of the Loan Agreement and that it shall be able to certify that the insurance is in full force and effect and that the premiums have been paid.
13. The applicant shall ensure that procurement and construction shall conform to Title 39 and Title 41, Chapter 16, of the Code of Alabama, and the requirements imposed by EPA CWSRF Regulations promulgated under Title VI of the Clean Water Act.

Signature of Authorized Representative: _____

Subscribed and sworn to
this _____ day
of _____,
20____.

(SEAL)

Intergovernmental Review Procedures

Intergovernmental review of CWSRF funded projects is required pursuant to Executive Order 12372. To fulfill this requirement, the applicant is required to submit a copy of their CWSRF loan application to the following entity for review and comment. Responses from these entities indicating concurrence with the proposed project are required (in writing) and must be included with the CWSRF Loan Application:

Regional Planning Agency

Complete this form and transmit a copy of the CWSRF Application Form (Page 4 of this application) to your Regional Planning Agency.

A. Applicant Name and Address:

City of Alexander City, AL
P.O. Box 552
Alexander City, AL 35011

B. Catalog of Federal Domestic Assistance Number and Title:

No. 66.458 - State Revolving Loan Program

C. Date Application Sent to ADEM:

Authorized Representative:

(Signature)

Certification Regarding Debarment and Suspension; Certification Regarding Federal, State, and Local Laws (the Copeland Act)

CWSRF Project: Project Clean Water

CWSRF Project No: CS010329-04

I, Woody Baird, Mayor, representing the
(Name) Title

City Council of City of Alexander City, Alabama
(Organization) (City, Town, etc.)

do hereby certify that, to our knowledge, no services of any individual, organization, or unit of government for facilities planning or design work appears on the master list of debarments, suspensions, and voluntary exclusions, in accordance with CFR 35.2105, Debarment and Suspension.

I further certify that, in accordance with CFR 35.2104(c), the applicant has not violated any Federal, State, or Local Law pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice relating to, or in connection with, facilities planning or design work related to the above referenced project.

Signature of Authorized Representative: _____

Date: _____

Site Certificate – Authorized Representative Certification

CWSRF Project: Project Clean Water
CWSRF Project No: CS010329-04

I certify that the Applicant, City of Alexander City, AL,
has acquired all real property including easements and rights-of-way that are or will be required for the construction, erection, extension, modification, operation and maintenance of the entire wastewater treatment works within the scope of the CWSRF funded projects.

I certify that, if other municipalities are served by the wastewater treatment/transport works funded under the above referenced project, those municipalities have acquired all real property including easements and rights-of-way required for service to those municipalities.

I certify that the Title Counsel's Certification given on the attached certificate covers all real property including easements and rights-of-way that are or will be required for the construction, erection, extension, modification, operation and maintenance of the entire wastewater treatment works within the scope of the funded under the above referenced project.

I further certify that all real property including easements required for the entire wastewater treatment works funded under the above referenced project was acquired in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Regulation 40 CFR Part 4.

Signature of Authorized Representative: _____

Date: _____

Site Certificate – Title Counsel Certification

CWSRF Project: Project Clean Water
CWSRF Project No: CS010329-04

I, _____, Attorney at Law, representing
City of Alexander City, AL _____, as Title Counsel, do hereby certify:

1. That I have investigated and ascertained the location of, and am familiar with the legal description of the site or sites being provided by the Applicant for all elements of the wastewater treatment works within the scope of the above referenced project to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which said project is to be located and, in my opinion, the Applicant has a legal and valid fee simple title or such other estate or interest in the site of the project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation and maintenance for the estimated life of the project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Applicant have been duly recorded and filed for record wherever necessary.
4. That, if applicable, the title to real property for which the Water Pollution Control Authority has funded, has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the United States.
5. Remarks: *(use additional pages if necessary)*

Dated this _____ day of _____, 20 _____

Attorney at Law

Address

Certification: Cost and Effectiveness

CWSRF Project: Project Clean Water

CWSRF Project No: CS010329-04

I certify that the Applicant, City of Alexander City, AL,

(A) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and

(B) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account:

- (i) the cost of constructing the project or activity;
- (ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and
- (iii) the cost of replacing the project or activity.

Signature of Authorized Representative: _____

Date: _____

EPA Form 4700-4

Applicant must download, complete, and sign the latest version of EPA Form 4700-4. Attach an original copy of the form here.

This form is available at:
<http://www.epa.gov/ogd/forms/forms.htm>

Disadvantaged Business Enterprise (DBE)
Minority Business Enterprise (MBE) / Women’s Business Enterprise (WBE)

The CWSRF program requires all projects to comply with:

- Civil Rights Act of 1964 & 1990
- Executive Order 11246 (Equal Employment Opportunity)
- Executive Order 11625 and 12138 (MBE/WBE)

In compliance with the Federal regulations it is the policy of the CWSRF program to promote a “fair share” of subagreement awards to small minority, and women owned businesses for supplies, equipment, services and construction. Compliance with these contract provisions is required in order for project costs to be eligible for SRF funding. The State has negotiated a MBE/WBE “fair share” objective of:

Commodities (Supplies)	MBE 4%	WBE 11%
Contractual (Services)	MBE 8%	WBE 30%
Equipment	MBE 5%	WBE 20%
Construction	MBE 2.5%	WBE 3%

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA’s). DBEs must be certified in order to be counted toward the recipient’s MBE/WBE accomplishments. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women’s Business Enterprise (WBE).

The loan recipient (owner) shall employ and document good faith efforts in following the six affirmative steps when using loan funds to procure sources of supplies, construction and services.

If the successful bidder plans to subcontract a portion of the project, the bidder must submit to the owner (within 10 days after bid opening) documentation of good faith efforts in following the six affirmative steps taken to utilize small, minority and women’s businesses.

These “fair share” objectives are required to be stated in the loan agreement and in the project specifications (**SRF Supplemental General Conditions**).

Implementation of Six Affirmative Steps for Good Faith DBE Solicitation

1. Include qualified MBE/WBE’s on solicitation lists.
 - a) Maintain and update a listing of qualified MBE/WBE’s that can be solicited for supplies, construction and/or services.
 - b) Provide this listing to all interested parties who requested to be placed on the bidder’s mailing list or requested copies of bid or proposal documents
 - c) Contact sources within geographic area of project to identify qualified MBE/WBE’s for placement on MBE/WBE list.
 - d) Check for other MBE/WBE listings such as those utilized by the State Minority Business Office, the Small Business Administration, Minority Business Development Office, EPA Region IV Office of Small and Disadvantaged Business Utilization (OSBDU), or the Alabama Department of Transportation.

2. Assure that MBE/WBE's are solicited whenever they are potential sources.
 - a) Conduct meetings, conferences and follow-ups with MBE/WBE's, small, minority and/or women's business associations, minority media etc., to inform these groups of opportunities to provide supplies, services and construction.
 - b) Conduct pre-bid, pre-solicitation and post-award conferences to ensure that consultants, suppliers and builders solicit MBE/WBE's.
 - c) Provide bidders with listings of qualified MBE/WBE's and establish that a fair share of subagreements be awarded.
 - d) Advertise in general circulation, trade publications, State agency publications of identified MBE/WBE's, minority or women's business focused media, etc., concerning contracting opportunities on your projects. Maintain a list of minority or women's business focused publications that may be used to solicit MBE/WBE's.
 - e) Provide interested MBE/WBE's with adequate information about plans, specifications and other requirements of the proposed projects.
 - f) Provide interested MBE/WBE trade organizations with summaries of bid solicitations.
 - g) Consider notifying MBE/WBE's of future procurement opportunities so that they may establish bidding solicitations and procurement plans.
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBE/WBE's.
 - a) Perform an analysis to identify portions of work that can be divided and performed by qualified MBE/WBE's.
 - b) Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of MBE/WBEs.
 - c) Analyze bid packages to afford MBE/WBEs maximum participation.
4. Use the appropriate services and assistance of:
 - a) the Office of Small and Minority Business Assistance in the Alabama Development Office
 - b) the Minority Business Development Centers
 - c) the Alabama Department of Transportation (for WBEs)
 - d) the Small Business Association
5. Establish delivery schedules, within the requirements of the work permit, which will encourage participation of MBE/WBEs.
 - a) Consider lead times and scheduling requirements often needed by MBE/WBE firms.
 - b) Develop realistic delivery schedules, which may provide for greater MBE/WBE participation.
6. Require each contractor to take the affirmative steps of items 1-5 above in procuring subcontractors.

Use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Association to recruit bona fide firms for placement on MBE/WBE bidder's lists and to assist these firms in the development of bid packaging.

Seek out Minority Business Development Centers (MBDCs) to assist you in identifying MBE/WBEs for potential work opportunities on your projects.

MBE/WBE Contacts

Alabama Department of Transportation
1409 Coliseum Blvd
Montgomery, AL 36130
(334) 353-6469 or (800) 269-5081
<https://www.dot.state.al.us/cboweb/DBEProgram.html>

Alabama Department of Economic and
Community Affairs
Office of Minority Business Enterprise
P O Box 5690
Montgomery, AL 36103-5690
(334) 353-3966
http://adeca.alabama.gov/Divisions/ced/cdp/Pages/o_mbe.aspx

Alabama Governor's Office of Minority Affairs
100 N. Union St. Suite 360
Montgomery, AL 36104
(334) 353-2113
info@goma.alabama.gov
<https://goma.alabama.gov/>

Birmingham Construction Industrial Authority
301 37th Street South
Birmingham, AL 35222
(205) 324-6202
Fax: (205) 324-6210
aorl@bcia1.org
<https://bcia1.org/>

Birmingham Office of Economic Development
City Hall / Third Floor
710 20th Street North
Birmingham, AL 35203
(205) 524-2799
Fax (205) 254-7741

<https://oed.birminghamal.gov/>
U.S. Department of Commerce
Minority Business Development Agency
Atlanta MBDA Business Center
75 5th Street, NW Suite 300
Atlanta, GA 30308
(404) 894-8150
<https://mbdabusinesscenter-atlanta.org/>
<https://www.mbda.gov/>

National Association of Minority Contractors (NAMC)
<http://namcnational.org/>
The Barr Building
910 17th Street, NW, Suite 413
Washington, DC 20006
(202) 296-1600
Fax: (202) 296-1644
info@namcnational.org

NAMC Greater Atlanta Chapter
1134 Main Street
Forest Park, GA 30297
(678) 943-9667
www.namcatlanta.org

U.S. Small Business Administration
<https://www.sba.gov/>
http://web.sba.gov/pro-net/search/dsp_dsbs.cfm
<https://www.sba.gov/offices/headquarters/wbo/>

CWSRF Financial Information Summary

Applicant: City of Alexander City, AL
 Project Name: Project Clean Water
 CWSRF Project No.: CS010329-04
 Loan Amount: \$5,400,000

Description of Proposed Facilities:

Two sewage pump stations and approximately 33,000 linear feet of force mains will be constructed as part of the project. Pump Station 1 will have two submersible pumps with a capacity of 600 gpm each. Pump Station 2 will have two submersible pumps with a capacity of 850 gpm each. Each pump station will contain a fuel driven self-priming pump rated to the capacity of the pump station to be used as a backup.

Demographics/Wasteload Information:

	Current	Project Startup	Design
Total Population:	14,217	14,217	14,217
Sewered Population:	5,735	5,735	5,760
Commercial/ Industrial:	725	725	732
WWTP Capacity (MGD):	8.5	8.5	8.5

Certification of Financial Capability

The City of Alexander City, AL _____ *(Applicant) has analyzed the cost and financial impacts of the proposed facilities and hereby certifies that it has the legal, institutional, managerial and financial capability to finance and manage the construction, operation, and maintenance of the proposed project.*

Signed: _____
(Authorized Representative)

Date: _____

Operations and Maintenance Cost Estimates

Annual O&M Costs:	Cost
Labor (Plant Operators):	\$1,815,575
Utilities:	\$493,200
Materials:	\$956,750
Outside Services:	\$330,500
Misc. Expenses:	\$1,536,475
Total Annual O&M:	\$5,132,450

Annual Wastewater User Charges

	Current	Revised
Number of Sewered Residences (domestic):	5,010	5,028
User Charge Revenue:	\$1,897,920	\$3,321,361
Number of Commercial/Industrial Users:	725	732
User Charge Revenue:	\$620,829	\$1,086,450

Residential Sewer Use Charges vs. Median Annual Household Income (MAHI)

	Current	Revised
Median Annual Household Income:	\$38,328	N/A
Average Annual Residential Sewer User Charge:	\$389.56	\$681.72
Annual Sewer Use Charges as % of MAHI:	1.02%	1.78%

Financing and Revenues

New Facilities:

Total to be Borrowed from CWSRF:	\$5,400,00	
Term of Loan (maximum 30 years, based on design life of project):	30	yr
Interest Rate (<i>estimated</i>):	2.2%	%
Estimated Debt Service Payment to CWSRF:	\$246,840	/yr

Existing Wastewater System Debt/O&M:

Existing O&M:	\$5,132,450	/yr
Existing Wastewater Debt Service Obligations:	N/A	/yr
Other Debt Service/Operations Obligations:	N/A	/yr
		/yr
		/yr
Total Existing Annual Obligations:	\$5,132,450	/yr

Total Projected Annual Debt Obligations: \$5,379,290 /yr

Annual Sewer User Charges:

	Current	Revised
Residential:	\$1,897,920	\$3,321,361
Commercial:	\$493,258	\$1,086,450
Industrial:	\$127,572	\$223,249

Annual Sewer Use Surcharges (identify):

	Current	Revised
	N/A	N/A

Special Assessments or Fees (identify):

	Current	Revised
Residential: Tap Fees	\$2,400	\$2,700
Commercial: Tap Fees & Dump Fees	\$69,800	\$102,100
	N/A	N/A

Transfers from Other Funds (identify):

	Current	Revised
Electric Fund	\$1,213,844	N/A
Water Fund	N/A	\$956,938

Total Revenues:

	\$3,804,794	\$5,692,798
--	-------------	-------------

Projected Outlay Schedule

Year: 2021

Year: 2022

Year: _____

Month	Outlay
Jan	
Feb	
Mar	
Apr	
May	
Jun	
Jul	
Aug	
Sept	
Oct	
Nov	
Dec	

Month	Outlay
Jan	
Feb	\$360,000
Mar	\$360,000
Apr	\$360,000
May	\$360,000
Jun	\$360,000
Jul	\$360,000
Aug	\$360,000
Sept	\$360,000
Oct	\$360,000
Nov	\$360,000
Dec	\$360,000

Month	Outlay
Jan	\$360,000
Feb	\$360,000
Mar	\$360,000
Apr	\$360,000
May	
Jun	
Jul	
Aug	
Sept	
Oct	
Nov	
Dec	
*Grand Total:	
	\$5,400,000

*Must equal loan amount requested.

Construction Start Date: February 2022

Construction Completion Date: April 2022

Note: The construction completion date should be selected carefully, as loan repayment will begin immediately thereafter. Please contact the SRF Section if you have any questions.

Additional Financial Information

INSTRUCTIONS:

1. For "Systems owned by Towns, Cities, or Counties" where the security for the SRF loan will be a general obligation pledge of the Loan Recipient, please complete Part I only.
2. For "Systems owned by Towns, Cities or Counties" where the security for the SRF loan will be a pledge of revenues of the water and/or sewer system of the Loan Recipient, please complete Part II only.
3. For "Systems owned by Boards, Authorities or other public corporations" please complete Part III only.

Part I – Systems Owned by Towns, Cities or Counties (General Obligation Pledge)

A. Financial Information

1. The previous three years financial statements. Any unaudited statements as they become available.
2. Please enclose final official statements for any bond issues completed by the Loan Recipient the past two years.
3. Please provide a list of all currently outstanding general obligation indebtedness, including the title of the issue, the series designation, the date of the issue, the original principal amount of the debt, and the date of final maturity of the debt.
4. If not provided in the Loan Recipient's audited financial statements, please provide debt service requirements for total outstanding general obligation indebtedness on a yearly basis for all years in which debt service is currently payable.
5. Ad valorem tax rates currently levied on property within the jurisdiction of the Loan Recipient, broken down by millage rate per taxing authority (i.e., the state, county, city and any special assessments).
6. The top ten ad valorem taxpayers of the Loan Recipient for the past year and the amount of taxes paid by each.
7. The amount of ad valorem tax collected by the Loan Recipient for the past five years.
8. Total collections of the sales and use tax collected by the Loan Recipient for the past five years.
9. Business tax receipts collected by the Loan Recipient for the past five years.
10. Current and proposed water and/or sewer rate schedules.

Demographic Information

1. A one paragraph description of the location of the Loan Recipient and governing structure.
2. Please provide a brief description of the transportation system, the elementary and secondary education systems and the health services provided in the Loan Recipient's service area.
3. Population of the Loan Recipient as reported by the Census Bureau for the last two surveys available.
4. Please list the major employers for the Loan Recipient, broken out by industry, products and number of employees.

5. WATER & SEWER ACCOUNT INFORMATION

	20__	20__	20__	20__	20__
No. of water accounts					
No. of sewer accounts					

6. PRIMARY CUSTOMERS - For those customers (if any) that exceed 2% of total operating revenue for the water and/or sewer system.

Name of Customer	Industry/Field	FY20__ Annual Water Revenue	FY20__ Annual Sewer Revenue

7. WATER USAGE

	20__	20__	20__	20__	20__
Total Production (gallons)					
Daily Maximum (gallons)					
Daily Average (gallons)					

8. SEWER SYSTEM (if appropriate)

	20__	20__	20__	20__	20__
Average Daily Flow					
Total Gallons Treated					

Part II – Systems Owned by Towns, Cities or Counties (Revenue Pledge)

A. Financial Information:

1. The previous three years financial statements. Any unaudited statements as they become available.
2. Please enclose final official statements for any bond issues completed by the Loan Recipient the past two years.
3. Please enclose the master trust indenture of the Loan Recipient.
4. Please provide a list of all currently outstanding revenue obligations, including the title of the issue, the series designation, the date of the issue, the original principal amount of the debt and the date of final maturity of the issue.
5. If not provided in the financial statements, please provide debt service requirements for total outstanding indebtedness of the Loan Recipient payable from revenues of the waste and/or sewer system on a yearly basis for all years in which debt service is currently payable.
6. Ad valorem tax rates currently levied on property within the jurisdiction of the Loan Recipient, broken down by millage rate per taxing authority (i.e., the state, county, and city and any special assessments).
7. Information furnished by the County Tax Assessor’s office as to the assessed value of taxable properties (including motor vehicles) located within the jurisdiction of the Loan Recipient for the past five fiscal years.
8. Current and proposed water and/or sewer rate schedules.

B. Demographic Information:

1. A one paragraph description of the location of the Loan Recipient and its governing structure.
2. A brief description of the Project.
3. Population of the Loan Recipient, as reported by the Census Bureau for the last two surveys available.
4. A brief description of the assets owned by the Loan Recipient that comprises its water and/or sewer system.

5. WATER & SEWER ACCOUNT INFORMATION

	<u>20 17</u>	<u>20 18</u>	<u>20 19</u>	<u>20 20</u>	<u>20 21</u>
No. of water accounts	11,549	11,459	11,380	11,141	11,266
No. of sewer accounts	6,028	5,951	5,905	5,711	5,735

6. PRIMARY CUSTOMERS - For those customers (if any) that exceed 2% of total operating revenue for the water and/or sewer system.

Name of Customer	Industry/Field	FY20 21 Annual Water Revenue	FY20 21 Annual Sewer Revenue
Hillabee Energy Center	Power Plant	\$743,340	
Walnut Hill Water Authority	Municipal	\$376,805	
Dadeville Water Authority	Municipal	\$213,743	
Wind Creek State Park	State Park	\$193,882	

7. WATER USAGE

	<u>20 16</u>	<u>20 17</u>	<u>20 18</u>	<u>20 19</u>	<u>20 20</u>
Total Production (gallons)	3,390,268,540	2,928,958,860	3,256,514,080	3,192,343,360	3,515,588,386
Daily Maximum (gallons)	14,057,551	14,296,370	14,089,400	13,931,315	14,222,000
Daily Average (gallons)	9,288,406	8,024,545	8,921,956	8,746,146	9,631,749

8. SEWER SYSTEM (if appropriate)

	<u>20 16</u>	<u>20 17</u>	<u>20 18</u>	<u>20 19</u>	<u>20 20</u>
Average Daily Flow	0.995 MGD	0.87 MGD	1.38 MGD	1.35 MGD	1.73 MGD
Total Gallons Treated	363 MG	318 MG	504 MG	493 MG	632 MG

Part III – Systems Owned by Boards, Authorities or Other Public Corporations

A. Financial Information

1. The previous three years financial statements. Any unaudited statements as they become available.
2. Please enclose final official statements for any bond issues completed by the Loan Recipient the past two years.
3. Please provide a list of all currently outstanding debt of the Loan Recipient, including the title of the issue, the series designation, the date of the issue, the original principal amount of the debt and the date of final maturity of the issue.
4. Current and proposed water and/sewer rate schedules.

B. Demographic Information

5. A one paragraph description of the area served by the Loan Recipient and the services provided by the Loan Recipient.
6. A brief description of the Project.
7. A brief description of the assets owned by the Loan Recipient that comprise its water and/or sewer system.

8. WATER & SEWER ACCOUNT INFORMATION

	20__	20__	20__	20__	20__
No. of water accounts					
No. of sewer accounts					

9. PRIMARY CUSTOMERS - For those customers (if any) that exceed 2% of total operating revenue for the water and/or sewer system.

Name of Customer	Industry/Field	FY20__ Annual Water Revenue	FY20__ Annual Sewer Revenue

10. WATER USAGE

	20__	20__	20__	20__	20__
Total Production (gallons)					
Daily Maximum (gallons)					
Daily Average (gallons)					

11. SEWER SYSTEM (if appropriate)

	20__	20__	20__	20__	20__
Average Daily Flow					
Total Gallons Treated					

Environmental Information Document Outline:

The applicant must prepare an **Environmental Information Document (EID)** to support CWSRF funding for the proposed project. The EID describes and evaluates the environmental impacts of the feasible alternatives of which there should be, as a minimum, **at least four:** the chosen alternative, no action, and two additional alternatives. Furthermore, the alternatives should be substantially different in scope and/or placement and should be thoroughly compared/contrasted within the framework of the following guidelines.

Prior to preparation of the EID, the Applicant should obtain concurrence for the proposed project from the Alabama Historical Commission (AHC), the U. S. Fish and Wildlife Service (rare and endangered species protection), the U. S. Army Corps of Engineers (floodplain management, floodway management, wetlands, Section 404 permits, dredge and fill, structures placed in navigable waterways), the Tennessee Valley Authority (TVA, where applicable), the Alabama Power Company (where applicable), and the Regional Planning Agency. Written concurrence from these entities should be attached to the EID. **COMPLETION OF THE ENVIRONMENTAL REVIEW MAY NOT OCCUR UNTIL SUCH CONCURRENCE LETTERS ARE SUBMITTED.**

Included in the environmental review process is public participation culminating in a public meeting, which presents the proposed project to the public and includes discussion of both environmental and financial impacts. Minutes of the public meeting, with proof(s) of advertising and a sign-in sheet of attendees must be included as a part of the EID. The public meeting should be conducted prior to submission of the CWSRF application.

The EID shall be prepared according to the following outline:

A. Existing Environment.

1. Location of the Project Area(s).
 - a. With relation to the City/Town/Service Area.
 - b. With relation to the County and State borders.
 - c. In relation to the nearest metropolitan statistical area (MSA).
 - d. Plotted on the most current USGS Quadrangle Map (with the name, number, scale and revised date of the quadrangle used).

B. Existing Facilities.

1. Name, type and NPDES compliance status of all WWTFs that will be treating wastewater from this project.
2. Existing sewered population, population to be served by this project, and remaining unsewered population.
3. Name and type of industrial users served by public sewer with amount and characteristics of wastewater treated. Discuss any significant impacts due to industrial loading, particularly as a result of this project.
4. Condition of existing collection and interceptor lines.

C. Need for Proposed Facilities.

1. Documentation of public health or compliance problems that will be corrected by the proposed project.
 - a. From the local public health agency, concerned citizens, ADEM, other governmental agencies, or the Consulting Engineer. (Examples include fish kills, on-site septic system failures, well contamination, Infiltration/Inflow or Sanitary Sewer Overflow occurrences)
2. Lack of treatment capacity.
 - a. Include need(s) to increase capacity and a discussion of historical (seasonal) flow data.
3. Lack of treatment capability/quality, to include:
 - a. Discussion of NPDES violations to which the City/Town/Board/Authority is a party.
 - b. Discussion of any Administrative or Consent Order to which the City/Town/Board/Authority is a party.

D. Proposed Facilities and Proposed Funding.

1. Proposed Facilities

- a. Wastewater Treatment Facilities (WWTFs) to be constructed/upgraded/modified/affected.
 - I. Average daily flow for both current and design years.
 - II. Expected daily peak and minimum flow for both current and design years.
 - III. Expected influent and effluent characteristics (BOD, TSS, DO, etc.) for both the current and design years to include any special considerations (extreme PH, high Ammonia, etc.).
 - IV. Identify the receiving stream and watershed.
 - V. Identify any land that must be obtained in order to construct/modify facility.
 - VI. Identify the method of sludge disposal and any items to satisfactorily carry out the disposal (purchase more land, new permits for landfilling, etc.)
 - VII. Identify steps that have been, or will be, taken in order to comply with 40 Part 503, *The Standards for the Use or Disposal of Sewage Sludge* and other requirements, as necessary.
- b. Include Vicinity Map(s) that
 - I. Clearly show(s) the project area(s) in relation to nearby roads and streets.
 - II. Include(s) a North Arrow and Graphical Scale.
 - III. Clearly show(s) the location of the project area(s) by coordinates (State Plane Coordinates NAD83 (92 Corrections) or Metes and Bounds tied to the Rectangular Grid system of the State of Alabama or UTM Coordinates.

2. Proposed Funding Source(s)

- a. Funding source(s), status and amount(s).

E. Alternative Analysis.

1. Discussion of all feasible alternatives, to include:

- a. Alternative processes and/or locations considered.
- b. Alternative collection systems.
- c. Flow and waste reduction measures.
- d. Inflow and infiltration (I/I) reduction.
- e. Alternative methods of sludge disposal (process options and/or disposal location).
- f. Physical, legal, or institutional constraints.
- g. Regulatory requirements.
- h. Capital and operations and maintenance (O&M) costs.
- i. Significant, irreversible, and/or unavoidable environmental impacts.

2. Choosing an alternative.

- a. Must include the "no action" option and why it was not chosen.
- b. Must clearly indicate the chosen alternative and why it has been chosen.
- c. Must provide an in depth (E 1 a – i) discussion of at least two other alternatives (in addition to the two alternatives discussed in E 2 a & b).

F. Physical Data. (See Part G, Section 10 for helpful links)

1. Description of the topography of the City/Town and of the specific site area(s).
2. Description of the geology of the City/Town and of the specific site area(s).
3. Hydrology of the City/Town and of the specific site area(s).
4. Climate and precipitation of the City/Town to include:
 - a. Average annual temperature.
 - b. Average annual range of temperatures.
 - c. Average annual rainfall.
 - d. Average snowfall (if applicable).

- e. Length of the growing season with average date of the first and last freeze.
- f. Direction and Speed of prevailing winds for summer and winter.

- 5. Floodplains, floodways, and wetlands impact(s).
 - a. The project area(s) must be clearly located on the applicable Flood Insurance Rate Map (FIRM) with Panel Name, Panel Number, Date and graphical scale provided.
 - b. The project area(s) must be shown in relation to all activities within the project area, including temporary construction easements, and any permanent or man-made features in order to facilitate a clear understanding of the project location.
 - c. The potential effect of the collection/treatment/sludge on these areas should be examined and discussed in detail.
 - d. Any chosen alternative that affects a floodplain, floodway and/or wetland must include:
 - I. A description of alterations to landforms, streams, and natural drainage patterns within the floodplain/floodway/wetland and their effect on local watercourses and the project.
 - II. A discussion of why the alternative is proposed in the floodway/floodplain/wetland.
 - III. A discussion of how the alternative will conform to applicable Federal, State, and/or local floodplain/floodway/wetland protection standards.
 - IV. A discussion of how the alternative is designed to minimize the potential harm to the floodplain/floodway/wetland.
 - V. Include a map clearly showing the relationship between the floodplain/floodway/wetland and all construction activities with contours of existing and finished grades and flood elevation(s).
- 6. Description of sewer gravity and/or force main to be constructed/rehabilitated.
 - a. Size, type and classification of pipe(s).
 - b. Indicate bore and excavation methods, especially as they relate to existing watercourses, flood plains, floodways, and/or wetlands.
 - c. Indicate the slope(s) of all sections of sewer line.
 - d. If the plans and/or specifications do not meet the standards from the latest edition of *GLUMRB Recommended Standards for Wastewater Facilities* ("Ten States Standards") then clearly annotate the design methodology and research used. Furthermore, if a design does not meet the Ten States Standards then it must be clearly shown that the project is more cost-effective and/or more environmentally sound.
 - e. Demonstrate that the receiving facility has capacity to treat additional flow, if any.
 - f. If rehabilitation of sewer lines will take place clearly indicate the type of repair(s) and the corresponding segment(s) of pipe.
 - g. Clearly delineate the location and type of construction/rehabilitation on a vicinity map that is of sufficient scale and size to be legible and that clearly relates the work to the surrounding environment (i.e. show all watercourses, structures, roads and utilities that are visible).

G. Environmental Consequences and Mitigative Measures.

- 1. Historical and Archaeological Features.
 - a. Include the concurrence/nonconcurrence letter from the Alabama Historical Commission (AHC).
 - b. Discuss any comments made by AHC and the effect on the proposed project.
 - c. Include a copy of any archaeological survey(s) performed for the AHC.
 - d. Insure that all contracts are awarded with the stipulation that "Should previously undetected cultural resources be encountered during project activities, work shall cease and the Alabama Historical Commission shall be contacted immediately."
- 2. Endangered Species and Critical Habitat.
 - a. Include the concurrence/nonconcurrence letter from the U. S. Fish and Wildlife Service.
 - b. Discuss any comments made by the U. S. Fish and Wildlife Service and the effect on the proposed project.
 - c. Include a copy of any survey(s) performed for the U. S. Fish and Wildlife Service.
 - d. Insure that all contracts are awarded with required Best Management Practices (BMP) plans, guidelines, and responsible entity.

3. Floodplain, Floodway, and Wetlands.
 - a. Include the concurrence/nonconcurrence letter from the U. S. Army, Corps of Engineers.
 - b. Discuss any comments made by the U. S. Army, Corps of Engineers and the effect on the proposed project.
4. Tennessee Valley Authority (if applicable).
 - a. Include the concurrence/nonconcurrence letter from the Tennessee Valley Authority.
 - b. Discuss any comments made by the Tennessee Valley Authority and the effect on the proposed project.
5. Alabama Power Company (if applicable).
 - a. Include the concurrence/nonconcurrence letter from the Alabama Power Company.
 - b. Discuss any comments made by the Alabama Power Company and the effect on the proposed project.
6. Regional Planning Agency.
 - a. Include the concurrence/nonconcurrence letter from the Regional Planning Agency.
 - b. Discuss any comments made by the Regional Planning Agency and the effect on the proposed project.
7. Environmental Justice.
 - a. Environmental justice is the fair treatment and meaningful involvement of all people, regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations and policies. Fair treatment means that no group of people, including a racial, ethnic, or socioeconomic group should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.
 - b. Discuss the impacts of the project on Environmental Justice areas affected.
 - c. Ensure that public participation and/or notification is enhanced if Environmental Justice areas are affected by the project.
8. Pollution from Construction Activities.
 - a. Noise causes, intensity, and duration.
 - b. Erosion and siltation causes, duration and mitigation plan.
 - c. Dust causes, intensity, and duration.
 - d. Best Management Practices (BMP) and implementation plan
 - e. Impact on Public Parks and/or Prime Agricultural Land.
 - f. Impact on 303d listed streams.
 - g. Impacts from stream crossings.
 - h. If land clearing is involved, discuss the precautionary methods to be taken in order to protect the area environment from the use of herbicides, defoliants, blasting, cutting, and/or burning.
 - i. Specify the final disposal method for soil and vegetative spoil.
 - j. If facilities are to be abandoned, discuss what will be done with the abandoned structures and/or land.
 - k. Indicate the direction from the WWTF to nearby residential and/or business communities and the effect prevailing winds will have on design criteria.
9. Public Participation.
 - a. The Public Meeting must be held before submittal of this application. Please contact the appropriate SRF staff engineer at ADEM to find out if the project will affect an Environmental Justice area(s).
 - b. Proof of advertising. Advertisement should run at least once per week for four consecutive weeks in the newspaper that serves the affected area.
 - c. If Environmental Justice areas are affected by the project then the advertisement requirement is expanded to ensure that the affected populations are made aware of the project and have every opportunity to respond. Examples of additional advertisements are:
 - I. Mailings to each residence affected (provide affidavit of mailing and a copy of the letter used as an addendum to this document).
 - II. Running an ad on a radio or television station that serves the affected community (provide an affidavit and transcript of the ad).

- III. Advertise in a newspaper or other periodical that serves the affected community (provide a publishers affidavit and a copy of the ad).
- IV. The Public Meeting should be held after 5:00 P.M. (local time) and should be in a building that is easily found and highly accessible. A sign-in sheet should be made available to everyone, and should be included as an addendum to this document.
- d. Maintain at least one copy of the EID in a public facility (the City/Town Hall, the Board/Authority Office, the local Library, the place of the meeting or the local Post Office) for public review from the first day in which any advertisement is published through the time of the public meeting. The advertisement(s) should inform the public of the existence of this document, the location of this document during business hours, and that this document is for public review.
- e. The agenda should follow the following format.
 - I. The Representative should be introduced and provide an overview of the project.
 - II. The selection of the funding source(s) should be discussed.
 - III. The new rate structure (if applicable) and fee structure (if applicable) should be discussed.
 - IV. A period of question and answer should be allowed after all discussion in complete.
- f. Provide a copy of the minutes of the meeting and a list of the questions and answers as an addendum to this document.

10. Internet Links.

The following links are provided in order to facilitate the gathering of certain information required in the EID. These links are not the only source for this information. These links are provided solely as a courtesy. Alabama Department of Environmental Management staff has found that the target Web site may contain useful information. Because ADEM has no control over the posting of material to this target Web site, the department cannot take responsibility for the validity of its contents. Please e-mail any comments, or if you encounter an inactive link, to ADEM.

- 1. <https://ejscreen.epa.gov/mapper/> Environmental Justice Map
- 2. <https://www.ncdc.noaa.gov/cdo-web/search> Climate Data
- 3. <http://www.fws.gov> U.S. Fish & Wildlife Service
- 4. <http://www.usace.army.mil/> U.S. Army Corps of Engineers
- 5. <https://ahc.alabama.gov/> Alabama Historical Commission



ST. JOHN THE APOSTLE CATHOLIC CHURCH

454 N. CENTRAL AVENUE
ALEXANDER CITY, ALABAMA 35010

November 8, 2021

Mayor Woody Baird
City Hall
4 Court Square
Alexander City, AL 35010

Dear Mayor Baird:

St. John the Apostle Catholic Church would like to request permission to have their annual procession in celebration of Our Lady of Guadalupe. The date expected for this event is Saturday, December 11th at 7:00 p.m. We are expecting approximately 30 people.

The procession route will begin at the Church on Parks Avenue and will continue for two blocks, turning left on Forrest Street (by City Cemetery), left on Houston Street and then back on Parks Avenue to return to the Church.

Thank you for your cooperation for this special Christmas celebration.

Sincerely,

Fr. Thomas Reddy Gopu
Pastor/Administrator

STATE OF ALABAMA

*

RELEASE & INDEMNITY

COUNTY OF TALLAPOOSA

*

This Release executed this 1th day of December, 2021 by and between Fr. Thomas Reddy Gope / St. John's Catholic Church hereinafter referred to as Releasor and the City of Alexander City, Alabama, its employees, successors, agents, attorneys, and all other persons, corporations, or insurance companies liable or who might be claimed to liable, hereinafter referred to as City in consideration of (insert whatever is being done, i.e. use of practice fields, participating in an activity - exercise class) Procession for Our Lady of Guadalupe - beginning at St. John's the Apostle Catholic Church on Parks Ave, turning left on Parks Ave, left on Forrest St., left on Houston St, Right on Parks Ave + returning to St. John's the Releasor hereby releases, waives, discharges and covenants not to sue the City from any and all liability to the Releasor, for all loss or damage and any claim of damage therefore on account of injury to the person or property or resulting in death to the Releasor, and whether caused by the negligence of City or otherwise while the Releasor is (insert whatever is being done, i.e. use of practice fields, participating in an activity, exercise class, etc.) Procession for Our Lady of Guadalupe - beginning at St. Johns, left on Parks Ave, left on Forrest St., left on Houston St., right on Parks Ave, and returning to St. John's or any other activity sponsored by the City. Releasor agrees to indemnify the City from any loss, liability, damage or costs Releasor may incur due to the presence or participation of Releasor in any activity or use of property, leased or owned, carried on under the supervision of the City its employees, or agents caused by the negligence of the City or otherwise.

Releasor hereby assumes full responsibility for the risk of bodily injury, death or property damage due to negligence of Releasor or otherwise while using any property, leased or owned by the City or participating in any activities sponsored by the City its employees or agents. Further, Releasor hereby assumes the risk of their activity in and around any premises of the City.

Releasor acknowledges the consideration for this Release being the permission to participate in any activity sponsored by or to be held on the City's premises or use of any property, leased or

owned by the City. Releasor acknowledges this to be good and full consideration for this Release.

Releasor does hereby release and forever discharge the City its employees, successors, agents and attorneys from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in any activity sponsored by or to be held on the City's premises or the use of property, leased or owned by the City.

Releasor states that he/she has carefully read and understands the foregoing release and signs this release as his or her own free act.

In the event that the participant in the activity is a minor who is physically or mentally limited or an adult who is physically or mentally limited, the Releasor agrees that the participant will have an aide to assist in participant's care during the activity. This aide shall be designated by the Releasor and shall not be an employee or agent of the City.

IN WITNESS WHERE OF, Releasor has executed this release at the City of Alexander City, Alabama, on the date stated above.

Fr - CST Reddy

Releasor Signature

Fr. Thomas Reddy Gopu

Print Name

11/8/2021

Date

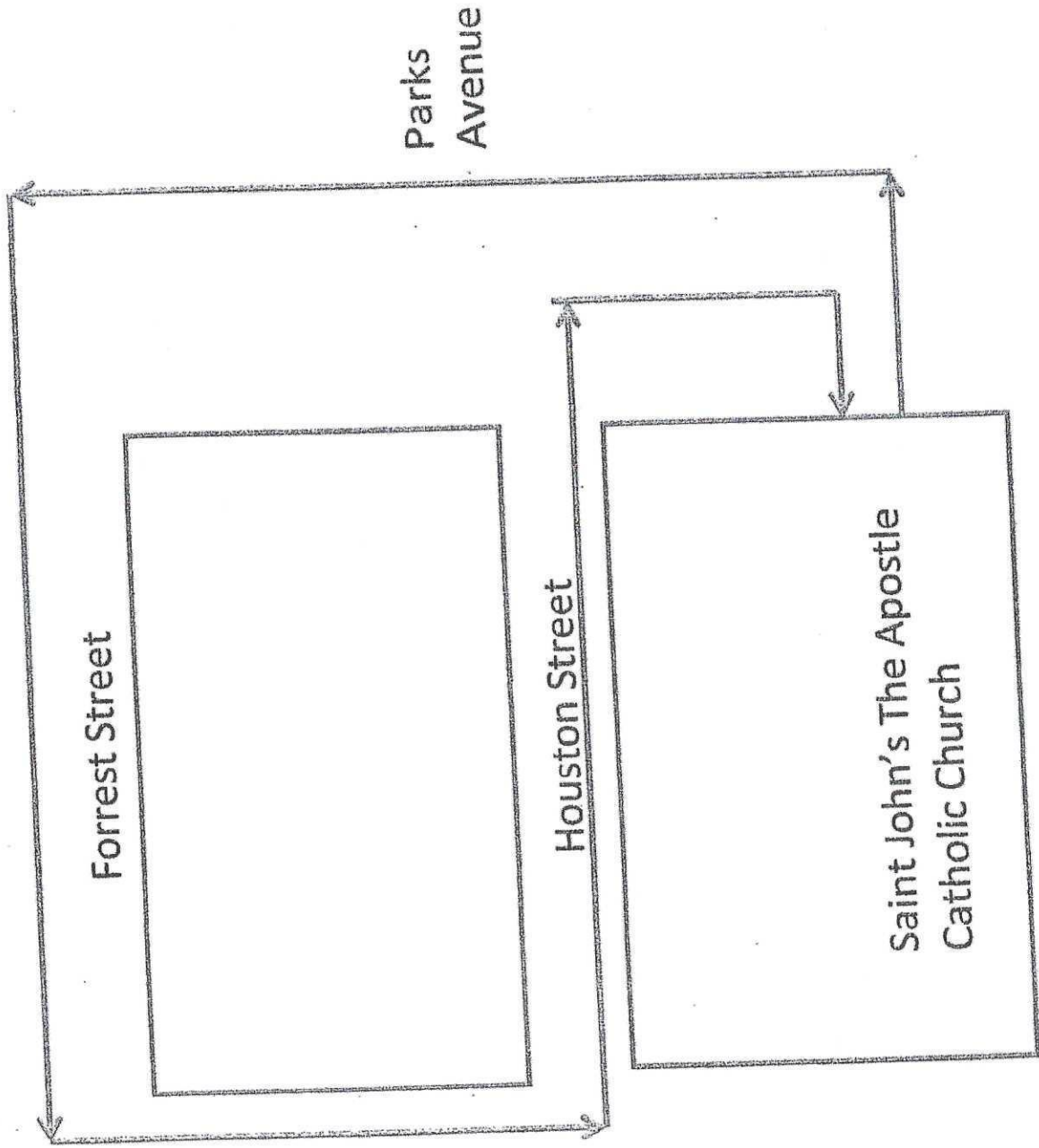
Ch P. Das

Witness

**Procession Map for
Our Lady of Guadalupe**

**December 11, 2021
7pm**

Cemetery



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



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

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

Ms. Amanda Thomas
City Clerk
City of Alexander City
Alexander City, Alabama


RE: Executive Session - Council Meeting – November 15, 2021

Dear Amanda:

Pursuant to *Ala. Code* § 36-25A-3 (1975, as amended), I request that the City Council enter into an executive session to discuss an economic development opportunity. This request is made pursuant to the Executive Session Statute, specifically the seventh reason to conduct an executive session thereof.

Please place an executive session for the purpose as stated on the agenda for the City Council meeting on November 15, 2021. Thank you for your assistance in this matter.

Sincerely,


Curtis "Woody" Baird
Mayor
City of Alexander City, Alabama