



## Regular Council Meeting Agenda

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281 James D. Nabors Drive  
Council Chambers of Municipal Complex  
Monday, May 16, 2022 --- Meeting at 5:30 p.m.

Call to Order: Council President

Opening Prayer: Councilman Eric Brown

Pledge of Allegiance: Councilman Hardy

Roll Call:

Approval of Minutes: April 21, 2022 Work Session  
April 27, 2022 Special Called Meeting  
May 2, 2022 Regular 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: Multiple

1. Rezone 480 Laurel Street

Report on Status of City Finances: April 2022

Proclamation: None

Unfinished Business:

1. Ordinance 2022-18: An Ordinance to Amend Section 90-108 of the Alexander City Code as it Pertains to the Natural Gas Rate

New Business:

1. First Reading: Ordinance 2022-19: An Ordinance to Amend the Zoning Map and Rezone 480 Laurel Street

2. Resolution 22-61: A Resolution to Award Bid 22-06, FY22 Annual Sanitary Sewer Maintenance and Rehabilitation for the Sewer Department to Video Industrial Services
3. Resolution 22-62: A Resolution to Authorize the Mayor to Execute a Lease Agreement (Lease ID 2022-020) with the Alabama Department of Revenue

Executive Session: None

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:

**ORDINANCE NO. 2022-18**

**An Ordinance to Amend Section 90-108 of the Alexander City Code as it Pertains to the Natural Gas Rates**

**BE IT ORDAINED** by the City Council of the City of Alexander City, Alabama, as follows:

**SECTION 1.** That Section 90-108. – Firm Industrial Service

**Sec. 90-108. – Firm Industrial Service**

- (a) Firm Industrial Service is applicable to any customer using natural gas at their place of business for a process load. Such services are available anywhere on the existing city system, both inside and outside the corporate limits.
- (b) A base tap fee will be charged for all new Firm Industrial Services. The cost of the tap fee will be based on the required service for each new commercial customer and will reflect the City's actual cost to install the service line, meter set, and other necessary equipment.
- (c) Monthly Customer Charges: The City shall charge a base monthly service fee of **\$100.00** to all customers under the Commercial General Service schedule.
- (d) City Distribution Charges: The City shall charge a distribution fee per **\$.25 per Ccf** of gas purchased by customers under the Commercial General Service schedule.
- (e) Cost of Gas: The City shall charge a fee for the cost of gas purchased for all Mcf's consumed by customers under the Firm Industrial Service schedule. This cost per Mcf will vary monthly and shall be based on all applicable gas commodity, interstate pipeline, and other gas charges associated with the purchase of natural gas for delivery to the customer.
- (f) For a customer to be considered for Firm Industrial Service, the customer must average 10,000 MCF usage per month, to be evaluated annually by the Alexander City Gas Department.

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

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

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

This ordinance shall become effective upon adoption.

**ADOPTED AND APPROVED** this 16<sup>th</sup> day of May, 2022.

**ATTEST:**

\_\_\_\_\_  
Amanda F. Thomas, City Clerk

\_\_\_\_\_  
Audrey "Buffy" Colvin, Council President

\_\_\_\_\_  
Curtis "Woody" Baird, Mayor

**CERTIFICATION OF CITY CLERK**

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-18** which was adopted by the City Council on this 16<sup>th</sup> day of May, 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 16<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
City Clerk of the  
City of Alexander City, Alabama

S E A L

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Publication Date: \_\_\_\_\_

**ORDINANCE NO. 2022-19**

**An Ordinance to Amend the Zoning Map and Rezone 480 Laurel Street**

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

**Parcel No.:** 62 05 08 27 3 001 001.004

**Property Locations:** 480 Laurel Street

**Zoning:** Rezone property from B-1 Neighborhood Business District to B-2 General Business District

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

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

**ADOPTED AND APPROVED** this 16<sup>th</sup> of May 2022.

**ATTEST:**

\_\_\_\_\_  
Amanda F. Thomas, City Clerk

\_\_\_\_\_  
Audrey "Buffy" Colvin, Council President

\_\_\_\_\_  
Curtis "Woody" Baird, Mayor

**CERTIFICATION OF CITY CLERK**

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-19** which was adopted by the City Council on this 16<sup>th</sup> of May 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 16<sup>th</sup> of May 2022.

\_\_\_\_\_  
City Clerk of the  
City of Alexander City, Alabama

S E A L

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Publication Date: \_\_\_\_\_

5/16/2022



## City Council Public Hearing

281 James D. Nabors Drive  
Council Chambers

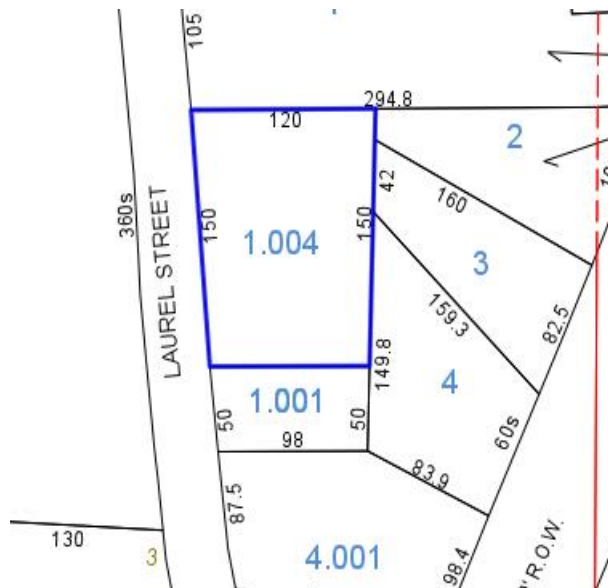
Monday, May 16, 2022 --- Meeting at 5:30 p.m.

The City Council of the City of Alexander City, Alabama, will have a public hearing on Monday, May 16, 2022, to hear public comments concerning the below described property:

- A. Kimberly Robinson
- B. City of Alexander City Municipal Complex:  
281 James D. Nabors Drive, Alexander City, AL 35010
- C. Property Location: 62 05 08 27 3 001 001.004  
480 Laurel Street
- D. Rezone property from B-1 Neighborhood Business District to B-2 General Business District
- E. Monday, May 16, 2022 at 5:30 p.m.

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

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



Resolution: 22-61

**RESOLUTION NO. 22-61**

**A Resolution to Award Bid 22-06, FY22 Annual Sanitary Sewer Maintenance and Rehabilitation for the Sewer Department to Video Industrial Services**

**WHEREAS**, the City of Alexander City is dedicated to maintaining its sewer infrastructure; and

**WHEREAS**, the City requested bids (unit price) for the maintenance and rehabilitation of the sewer system; and

**WHEREAS**, Bid 22-06, FY22 Annual Sanitary Sewer Maintenance and Rehabilitation for the Sewer Department, was opened and read aloud in the City Clerk's Office on Tuesday, May 10, 2022 at 2:00 p.m. The results are listed in Exhibit A; and

**WHEREAS**, the total amounts on the bid tabulation are for comparison only; and

**WHEREAS**, funding for Bid 22-06 was approved in the FY22 Budget, \$430,000 for sewer rehabilitation (CIPP, CCTV, PM Cleaning, and manhole lining); and

**WHEREAS**, said bid is a 3-year term, with the Council reviewing and award on an annual basis; and

**WHEREAS**, it is recommended to award bid 22-06 to Video Industrial Services; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City, Alabama, hereby awards Bid 22-06, FY22 Annual Sanitary Sewer Maintenance and Rehabilitation for the Sewer Department as recommended above for an amount not to exceed \$430,000 for FY22.

**FURTHER, BE IT RESOLVED**, the Mayor is hereby authorized to sign any and all contracts/documents pertaining to bid 22-06.

**ADOPTED AND APPROVED** this 16<sup>th</sup> day of May 2022.

**ATTEST:**

\_\_\_\_\_  
Amanda F. Thomas, City Clerk

\_\_\_\_\_  
Audrey "Buffy" Colvin, Council President

\_\_\_\_\_  
Curtis "Woody" Baird, Mayor

**CERTIFICATION OF CITY CLERK**

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-61** which was adopted by the City Council on this 16<sup>th</sup> day of May 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 16<sup>th</sup> day of May 2022.

\_\_\_\_\_  
City Clerk of the  
City of Alexander City, Alabama

Resolution: 22-61

S E A L

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

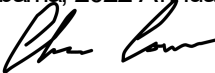


**Exhibit A of Resolution 22-61**

**The City of Alexander City  
2022 Annual Sanitary Sewer Maintenance and Rehabilitation  
Bid Date/ Time: March 10, 2022: 2:00 p.m.**

ITEM	QUANT	UNIT	DESCRIPTION	Video Industrial Services		Suncoast Infrastructure Inc		American Infrastructure Technologies Corp		Gulf Coast Underground	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	5,439	Linear Foot	8" Cured In Place Liner	\$31.50	\$171,328.50	\$44.00	\$239,316.00	\$49.00	\$266,511.00	\$36.00	\$195,804.00
2	839	Linear Foot	10" Cured In Place Liner	\$49.00	\$41,111.00	\$48.00	\$40,272.00	\$51.00	\$42,789.00	\$40.00	\$33,560.00
3	4,821	Linear Foot	12" Cured In Place Liner	\$41.00	\$197,661.00	\$60.00	\$289,260.00	\$55.00	\$265,155.00	\$86.50	\$417,016.50
4	6,129	Linear Foot	15" Cured In Place Liner	\$44.00	\$269,676.00	\$93.00	\$569,997.00	\$65.00	\$398,385.00	\$106.50	\$652,738.50
5	1,010	Vertical Foot	Manhole Rehabilitation with Epoxy Liner	\$465.00	\$469,650.00	\$375.00	\$378,750.00	\$546.00	\$551,460.00	\$450.00	\$454,500.00
6	1	x	Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	3,100	Linear Foot	Excessive Heavy Debris Cleaning	\$5.00	\$15,500.00	\$6.00	\$18,600.00	\$12.00	\$37,200.00	\$5.00	\$15,500.00
8	2,000	Linear Foot	6" Cleaning and CCTV Inspection	\$3.00	\$6,000.00	\$3.00	\$6,000.00	\$5.00	\$10,000.00	\$3.74	\$7,480.00
9	10,000	Linear Foot	8" Cleaning and CCTV Inspection	\$3.00	\$30,000.00	\$3.00	\$30,000.00	\$6.00	\$60,000.00	\$3.74	\$37,400.00
10	2,000	Linear Foot	10" Cleaning and CCTV Inspection	\$3.00	\$6,000.00	\$3.25	\$6,500.00	\$7.00	\$14,000.00	\$3.74	\$7,480.00
11	15,000	Linear Foot	12" Cleaning and CCTV Inspection	\$4.00	\$60,000.00	\$4.00	\$60,000.00	\$8.00	\$120,000.00	\$7.49	\$112,350.00
12	30,000	Linear Foot	15" Cleaning and CCTV Inspection	\$5.00	\$150,000.00	\$4.00	\$120,000.00	\$10.00	\$300,000.00	\$7.49	\$224,700.00
13	20	Each	Protruding Service Removal	\$250.00	\$5,000.00	\$300.00	\$6,000.00	\$750.00	\$15,000.00	\$5.00	\$100.00
14	1	Lump Sum	Mobilization of Rehabilitation Components	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
15	1	Lump Sum	Allowance for Miscellaneous Repairs	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
<b>Total Base Bid</b>					<b>\$1,461,926.50</b>		<b>\$1,804,695.00</b>		<b>\$2,120,500.00</b>		<b>\$2,198,629.00</b>

I certify that these are the correct bids received for The City of Alexander City, Alabama, 2022 Annual Sanitary Sewer Maintenance and Rehabilitation May 10, 2022 at 2:00 p.m.

  
 \_\_\_\_\_  
 Chris Cousins PE#23366

# **Municipal Consultants, Inc.**

*Civil/Environmental Engineering*

200 Century Park South, Suite 212  
Birmingham, Alabama 35226  
P: (205) 822-0387  
F: (205) 822-0386

May 11, 2022

Amanda Thomas  
City of Alexander City  
PO Box 552  
Alexander City, AL 35011

Re: Recommendation to Award  
2022 Annual Sanitary Sewer Maintenance and Rehabilitation

Mrs. Thomas:

Attached is the bid tab for bids received on May 10, 2022 for the above referenced project. Also attached is an email from the low bidder, Video Industrial Services, affirming his bid. We have reviewed the bid and recommend award to the low bidder.

Please let me know if you have any questions or require any additional information.

Sincerely,



Chris Cousins  
President

## FW: Alexander City Bid - May 10, 2022

Chris Cousins <[ccousins@municipalconsultants.org](mailto:ccousins@municipalconsultants.org)>

Wed 5/11/2022 2:13 PM

To: Amanda Thomas <[amanda.thomas@alexandercityal.gov](mailto:amanda.thomas@alexandercityal.gov)>

Chris Cousins  
Municipal Consultants, Inc  
200 Century Park South, Ste 212  
Birmingham, AL 35226  
O: 205.822.0387  
M: 205.243.8572

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**From:** Drew Mahan <[dmahan@videoindustrial.com](mailto:dmahan@videoindustrial.com)>  
**Sent:** Wednesday, May 11, 2022 9:16 AM  
**To:** Chris Cousins <[ccousins@municipalconsultants.org](mailto:ccousins@municipalconsultants.org)>  
**Subject:** RE: Alexander City Bid - May 10, 2022

Chris,

We are satisfied with our pricing. Because of the volatility of material pricing at this time, I can't make any promises on being able to extend our pricing past the original contract length. We are excited to get started and complete as much work as soon as possible at these unit prices in case material pricing continues to climb.

Thanks.

### **Drew Mahan, PE**

*Executive Vice President*



#### **VIDEO INDUSTRIAL SERVICES, INC.**

7721 2<sup>nd</sup> Avenue North

Birmingham, AL 35206

mobile: (205) 966-1852

office: (205) 798-0300

email: [dmahan@videoindustrial.com](mailto:dmahan@videoindustrial.com)

*A Carylton Company*

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**From:** Chris Cousins <[ccousins@municipalconsultants.org](mailto:ccousins@municipalconsultants.org)>  
**Sent:** Wednesday, May 11, 2022 8:49 AM  
**To:** Drew Mahan <[dmahan@videoindustrial.com](mailto:dmahan@videoindustrial.com)>  
**Cc:** Chris Cousins <[ccousins@municipalconsultants.org](mailto:ccousins@municipalconsultants.org)>  
**Subject:** Alexander City Bid - May 10, 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Drew:

As a recap of our conversation yesterday, can you please confirm that you are satisfied with the unit prices bid for the Alexander City Remediation project (submitted 05/10/2022) and that you understand Alexander City will adjust quantities to fit within the project budget at the unit prices bid.

The City's goal is to have this on the Council Agenda for next Monday. To meet this timeline, the agenda will need to be set by Tomorrow (Thursday 05/12/2022). A timely response to this request will be very much appreciated.

Thanks

Chris Cousins  
Municipal Consultants, Inc  
200 Century Park South, Ste 212  
Birmingham, Al 35226  
O: 205.822.0387  
M: 205.243.8572

Resolution: 22-62

**RESOLUTION NO. 22-62**

**A Resolution to Authorize the Mayor to Execute a Lease Agreement (Lease ID 2022-2020) with the Alabama Department of Revenue**

**WHEREAS**, the Alabama Department of Revenue utilizes office space at the Bud Porch Center; and

**WHEREAS**, it is time to renew the lease for 5 years or 60 months for \$100.00 per month and \$74.75 for utilities; and

**THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City, Alabama, be and hereby authorizes the Mayor to execute a lease agreement with the Alabama Department of Revenue.

**ADOPTED AND APPROVED** this 16<sup>th</sup> day of May, 2022.

**ATTEST:**

\_\_\_\_\_  
Amanda F. Thomas, City Clerk

\_\_\_\_\_  
Audrey "Buffy" Colvin, Council President

\_\_\_\_\_  
Curtis "Woody" Baird, Mayor

**CERTIFICATION OF CITY CLERK**

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No. 22-62** which was adopted by the City Council on this 16<sup>th</sup> day of May, 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 16<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
City Clerk of the  
City of Alexander City, Alabama

S E A L

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

**STATE OF ALABAMA** \*

**COUNTY OF TALLAPOOSA** \*

**LEASE AGREEMENT**

This Agreement is made and entered into on this the 12th day of May 2022, by and between the City of Alexander City, Alabama, hereinafter referred to as the “City,” and the Alabama Department of Revenue, hereinafter referred to as the “State”:

**WITNESSETH**

1. That for and in consideration of the rental to be paid by the State, as hereinafter stated, and under the terms and conditions hereinafter expressed, the City does hereby demise and lease unto the State the real estate and building located thereon lying, being and situated in the City of Alexander City, State of Alabama, located at 82 Court Square Suite 101, Alexander City, Alabama (the “premises”).

2. The term of said lease is 5 years to commence on June 01, 2022 and terminate on May 31, 2027.

3. The rental to be paid by the State to the City each month is \$100.00 plus \$74.75 for utilities.

4. The City covenants and agrees that it shall:

- (a) not discontinue any service or facility herein contracted for.
- (b) keep the demised premises in good repair including but not limited to, lighting, heating, air conditioning, roof, access, ingress, egress, sanitary facilities, water facilities, and another services incidental to the demised premises;

- (c) in case the City shall, after notice in writing from the State in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an

emergency constituting a hazard to health or safety of the State employees, property, or invitees, it shall then be lawful for the State, in addition to any other remedy the State may have, to make such repair at its own expense and deduct the amount from the rent that may then or thereafter become due hereunder;

(d) unless otherwise waived or amended in writing, the City agrees to provide the State with services including, but not limited to heating, air conditioning, sewage, and water in reasonable amounts, and to be included in the rental payment herein provided.

(e) City will comply with all applicable, current and future laws, codes, regulations, including those relating to handicap and the Americans with Disabilities Act (“ADA”) of 1990 requirements.

5. The State shall commit no waste, but on the contrary agrees to take good care of the premises above described and, upon this lease being terminated, to surrender the quiet and peaceful possession of the same; the State agrees to comply with all laws and ordinances insofar as the premises hereby leased are concerned.

6. Notwithstanding anything contained in this Lease Agreement to the contrary, the State agrees that the City shall have the right to leave its radio repeater equipment for emergency services located in a closet on the premises and to have access thereto at all times.

7. City shall indemnify, defend, protect and hold harmless State and State’s agents, employees and assigns (collectively, the “State Indemnitees”) from and against any and all loss, damage, claim, demand, cost, liability or expense, including court cost and attorneys’ fees (whether or not litigation is commenced) of whatever nature or type, that the State may suffer, be put to pay or lay out resulting from any and all claims by third parties and based on (i) any acts or omissions of City, its employees, agent or contractors, or (ii) any personal injury or property

damage occurring within the Premises or Property arising out of City's operations at the Property and City's failure to make leased Premises and Property conform to all applicable local, state, and federal requirements so as to be accessible to individuals with disabilities.

8. Upon termination of the lease agreement, the State agrees to surrender quiet and peaceful possession of the premises in as good condition as it now is with the exception of reasonable depreciation. If State does not vacate the Premises and surrender the Premises upon the expiration of this Lease, State shall pay Rent on a month-to-month basis. Such Holding Over period shall not exceed six (6) months from the expiration date of the Lease.

9. The State covenants and agrees that it will take said premises for the term and that it will promptly pay the monthly installments of rental as they severally fall due.

10. The City and the State agree that the State shall have the right, privilege, and option to extend or renew this Lease Agreement for an additional 5-year term. The City and the State agree that both parties may terminate this Lease Agreement by giving the other party written notice thereof at least 60 days prior thereto. In the absence of such notice and upon payment of rent by the State when due, this lease shall continue on the terms and conditions stated herein.

11. It is expressly understood and agreed by the parties hereto that the State shall have the option to terminate this Lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate funds to the State to make rental payments for the ensuing fiscal year. It is further agreed that in the event of the proration of the fund from which payment under this Lease is to be made, the Lease will be subject to termination at the option of the State.



12. In the event the State of Alabama or an entity thereof constructs, purchases, or expands an office building in the City of Montgomery for occupancy by State, or in the event existing State-owned office space becomes available in the City of Montgomery for occupancy by State, the State may cancel this Lease by giving written notice to City of no less than six (6) months.

13. This agreement shall not be transferred or assigned to a third party without the consent of the City.

14. Should a dispute between the parties relate to the payment of money to the City, the sole remedy of the City shall be to file a claim with the State of Alabama Board of Adjustment. Any other dispute between the parties, senior officials of City and State who have the authority to bind their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of the State to the use of alternative methods to attempt to resolve a dispute is not a waiver of the State's right to assert sovereign immunity.

15. Under no circumstances shall the commitment under this Lease constitute a debt to the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the Term of this Lease, the State's commitments under this Lease are payable solely from amounts appropriated by the Alabama Legislature for the State as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year. The

City's sole remedy for the settlement of any and all disputes arising under the terms of this Lease shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

16. Pursuant to Alabama Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of this 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.

17. This Lease will bind any party who legally acquires any rights or interest in this Lease from City or State, provided that City will have no obligation to State's successor unless the rights or interests of State's successor are acquired in accordance with the terms of this Lease. All provisions of this Lease must be construed as covenants running with the land. This Lease shall be governed by the laws of the State of Alabama.

18. All notices or demands pursuant to this Lease Agreement shall be in writing and shall be deemed given if personally delivered or mailed via electronic mail, first class mail, or certified mail, return receipt requested to the following addresses:

City: City of Alexander City  
Attn: Amanda Thomas, City Clerk  
281 James D. Nabors Drive  
Alexander City, AL 35010

State: Alabama Department of Revenue  
Financial Operations  
Attn: Tashundrea Patterson/Gary Davis  
50 N Ripley Street, Room 4116  
Montgomery, AL 36130

*Signature Pages to Follow*

**IN WITNESS WHEREOF**, the parties have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2022, in duplicate, with each copy to have the same force and effect as the original.

City of Alexander City, Alabama

By: \_\_\_\_\_

Its: \_\_\_\_\_

Mayor

**STATE OF ALABAMA** \*

**COUNTY OF TALLAPOOSA** \*

I, \_\_\_\_\_, a Notary Public, in and for said City, in said State, hereby certify that Woody Baird, whose name as Mayor of the City of Alexander City, Alabama, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of the City of Alexander City, Alabama.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES:** \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:**

**SIGNATURE PAGE**

**APPROVED:**

Kay Ivey, Governor  
State of Alabama

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
date

Bill Poole, Finance Director  
Alabama Department of Finance

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
date

**APPROVED AS TO FORM:**

Tamara Pharrams, Associate Counsel  
AL Dept. of Finance, Legal Division

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
date

Mickey Allen, Assistant Finance Director  
Real Property Management

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
date

John Beeland, Director  
Division of Leasing Mgmt.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
date

**TENANT:**

ALABAMA DEPARTMENT OF  
REVENUE

Vernon Barnett  
Commissioner

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
date

Craig Banks  
Legal Counsel

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
date

**Attachment A**



Exhibit A



# STATE OF ALABAMA Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP  TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE ZIP  TELEPHONE NUMBER

This Form is provided with:

- Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes     No

If yes, identify below the State Agency/Department that received the Goods or Services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions or any related business units previously applied and receive any grants from any State Agency/Department in the current or last fiscal year?

- Yes     No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

- List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

(CONTINUED)

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of our employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00 is applied for knowingly providing incorrect or misleading information.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

Notary's Signature

Date

Date Notary Expires

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*





## Financial Summary - AS of 04/30/2022

### General Fund

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Surplus/Deficit	% Available
<b>Revenue</b>						
Non-Departmental:	22,438,702.21	1,545,169.32	13,287,601.54	0.00	9,151,100.67	40.78%
Fire Revenue Totals:	1,528,600.00	40,295.29	812,049.86	0.00	716,550.14	46.88%
Police Revenue Totals:	65,550.00	4,638.04	35,166.02	0.00	30,383.98	46.35%
Public Works Revenue Totals:	1,165,000.00	90,649.00	679,960.56	0.00	485,039.44	41.63%
<b>General Fund Total Revenue:</b>	<b>25,197,852.21</b>	<b>1,680,751.65</b>	<b>14,814,777.98</b>	<b>0.00</b>	<b>10,383,074.23</b>	
<b>Operating Expense</b>						
Mayor's Office	142,825.00	10,612.13	81,987.13	375.00	60,462.87	42.33%
City Council	129,750.00	8,756.44	70,565.97	3,176.54	56,007.49	43.17%
City Clerk	430,000.00	31,639.39	248,545.15	3,464.19	177,990.66	41.39%
Finance & Accounting	329,300.00	23,745.00	182,839.52	0.00	146,460.48	44.48%
Community Development	467,300.00	27,293.00	269,861.44	60,763.00	136,675.56	29.25%
Personnel	77,050.00	6,094.96	45,940.90	190.00	30,919.10	40.13%
Information Technology	401,100.00	27,492.87	237,536.26	13,675.61	149,888.13	37.37%
General Government	2,421,489.00	119,151.77	1,010,196.76	128,409.93	1,282,882.31	52.98%
Municipal Complex	830,200.00	64,660.19	456,966.92	5,023.41	368,209.67	44.35%
Appro To Rec Sptplex Sales Tax	1,481,000.00	151,886.84	936,647.16	0.00	544,352.84	36.76%
Appro to Rec ACRIP Sales Tax	1,481,000.00	151,886.84	936,627.16	0.00	544,372.84	36.76%
Other Agency Appropriations	429,925.00	122,500.00	274,350.00	0.00	155,575.00	36.19%
AC Schools Appropriations	1,426,525.00	115.41	626,874.09	0.00	799,650.91	56.06%
General Utility	287,096.00	19,497.65	159,921.21	525.00	126,649.79	44.11%
Meter Readers	327,600.00	21,075.90	160,286.62	0.00	167,313.38	51.07%
Purchasing	195,300.00	15,311.15	114,333.64	1,566.00	79,400.36	40.66%
Fire Admin	1,299,129.40	92,782.26	708,693.32	7,804.18	582,631.90	44.85%
Fire Ambulance	211,600.00	11,832.88	134,884.06	25,806.80	50,909.14	24.06%
Fire Station 2	27,755.00	1,235.29	14,181.40	2,036.40	11,537.20	41.57%
Fire Suppression	2,841,915.60	188,777.52	1,589,019.19	17,647.09	1,235,249.32	43.47%
Fire Safety Dept	30,100.00	0.00	12,151.65	0.00	17,948.35	59.63%
Fire Capital Outlay	12,000.00	0.00	9,196.00	0.00	2,804.00	23.37%
Police	5,216,900.00	379,498.50	2,941,358.56	55,556.45	2,219,984.99	42.55%
Police Capital Outlay	4,150.00	0.00	0.00	0.00	4,150.00	100.00%
PW Recycling	53,150.00	3,848.10	29,937.73	34.58	23,177.69	43.61%
PW ES Waste Management	1,104,570.00	100,562.04	669,820.44	477.89	434,271.67	39.32%
PW ES Landfill	340,400.00	17,889.40	141,230.72	14,339.51	184,829.77	54.30%
PW FM Litter Crew	73,200.00	5,686.98	38,393.11	0.00	34,806.89	47.55%
Library	508,000.00	28,817.33	234,576.18	9,037.30	264,386.52	52.04%
PW Engineer	393,712.50	27,193.17	201,985.11	907.75	190,819.64	48.47%
PW FM Property Maintenance	541,090.00	47,276.20	312,004.36	5,592.78	223,492.86	41.30%
PW FM Building Maintenance	434,000.00	28,254.40	233,923.09	11,832.56	188,244.35	43.37%
PW Street Maintenance	538,820.00	67,115.58	357,018.60	11,691.74	170,109.66	31.57%
PW Auto/Equip Maintenance	549,250.00	39,678.61	332,627.93	9,566.56	207,055.51	37.70%
<b>General Fund Expense Total:</b>	<b>25,037,202.50</b>	<b>1,842,167.80</b>	<b>13,774,481.38</b>	<b>389,500.27</b>	<b>10,873,220.85</b>	<b>43.43%</b>

## Financial Summary - AS of 04/30/2022

Page 2

### Gas Tax Fund

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	261,900.00	3,665.84	141,783.68	0.00	120,116.32	45.86%
<b>Total Revenue:</b>	<b>261,900.00</b>	<b>3,665.84</b>	<b>141,783.68</b>	<b>0.00</b>	<b>120,116.32</b>	
Street Maintenance	55,193.26	0.00	44,350.40	6,885.00	3,957.86	7.17%
Capital Outlay (Renovation/Rehab)	156,238.83	0.00	0.00	48,660.00	107,578.83	68.86%
<b>Expense Total:</b>	<b>211,432.09</b>	<b>0.00</b>	<b>44,350.40</b>	<b>55,545.00</b>	<b>111,536.69</b>	<b>52.75%</b>

### Parks and Recreation

#### Revenue

Account Number	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
Sales Tax Revenue	1,481,000.00	151,886.84	936,647.16	0.00	544,352.84	36.76%
Adult Sports	60,000.00	0.00	750.00	0.00	59,250.00	98.75%
Sportplex Youth Basketball	5,500.00	0.00	10,489.00	0.00	-4,989.00	-90.71%
Sportplex Youth FootB/Cheer	17,050.00	0.00	1,903.00	0.00	15,147.00	88.84%
Sportplex Base/Softball	0.00	8,810.00	49,320.00	0.00	-49,320.00	0.00%
Cooper Recreation	10,800.00	656.00	9,112.00	0.00	1,688.00	15.63%
Sportplex Admin	5,500.00	310.00	2,470.00	0.00	3,030.00	55.09%
Sportplex Reg/Local Events	3,300.00	0.00	5,155.00	0.00	-1,855.00	-56.21%
Swimming Pool-Facility Rental	26,300.00	0.00	0.00	0.00	26,300.00	100.00%
Sportplex Senior Program	0.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Revenue:</b>	<b>1,609,450.00</b>	<b>161,662.84</b>	<b>1,015,846.16</b>	<b>0.00</b>	<b>593,603.84</b>	<b>36.88%</b>

#### Revenue

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
Adult Sports	1,800.00	0.00	72.00	45.00	1,683.00	93.50%
Sportplex Youth Basketball	11,450.00	0.00	12,022.32	100.00	-672.32	-5.87%
Sportplex Youth FootB/Cheer	13,200.00	0.00	6,319.48	0.00	6,880.52	52.13%
Sportplex Base/Softball	45,850.00	6,514.60	19,619.10	0.00	26,230.90	57.21%
Cooper Recreation	268,011.00	18,276.32	176,846.95	2,869.62	88,294.43	32.94%
Sportplex Admin	1,164,450.00	82,116.84	586,518.37	34,743.49	543,188.14	46.65%
Sportplex Reg/Local Events	27,000.00	0.00	14,408.43	0.00	12,591.57	46.64%
Swimming Pool	69,900.00	1,112.90	7,110.93	919.71	61,869.36	88.51%
Sportplex Senior Program	96,850.00	5,034.67	38,739.68	0.00	58,110.32	60.00%
<b>Expense Total:</b>	<b>1,698,511.00</b>	<b>113,055.33</b>	<b>861,657.26</b>	<b>38,677.82</b>	<b>798,175.92</b>	<b>46.99%</b>

## Financial Summary - AS of 04/30/2022

### Nutrition

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	29,650.00	8,098.84	19,407.10	0.00	10,242.90	34.55%
<b>Total Revenue:</b>	<b>29,650.00</b>	<b>8,098.84</b>	<b>19,407.10</b>	<b>0.00</b>	<b>10,242.90</b>	
non-department	182,300.00	11,670.51	92,214.08	2,167.41	87,918.51	48.23%
<b>Expense Total:</b>	<b>182,300.00</b>	<b>11,670.51</b>	<b>92,214.08</b>	<b>2,167.41</b>	<b>87,918.51</b>	

### Municipal Court

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	320,000.00	11,641.78	143,424.91	0.00	176,575.09	55.18%
<b>Total Revenue:</b>	<b>320,000.00</b>	<b>11,641.78</b>	<b>143,424.91</b>	<b>0.00</b>	<b>176,575.09</b>	
non-department	247,250.00	13,210.18	174,772.77	24,589.76	47,887.47	19.37%
<b>Expense Total:</b>	<b>247,250.00</b>	<b>13,210.18</b>	<b>174,772.77</b>	<b>24,589.76</b>	<b>47,887.47</b>	

### Airport

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	365,000.00	59,918.00	249,780.58	0.00	115,219.42	31.57%
<b>Total Revenue:</b>	<b>365,000.00</b>	<b>59,918.00</b>	<b>249,780.58</b>	<b>0.00</b>	<b>115,219.42</b>	
non-department	429,950.00	298,817.85	284,623.54	12,729.38	132,597.08	30.84%
<b>Expense Total:</b>	<b>429,950.00</b>	<b>298,817.85</b>	<b>284,623.54</b>	<b>12,729.38</b>	<b>132,597.08</b>	

### Water Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	6,527,385.00	519,599.59	3,730,933.20	0.00	2,796,451.80	42.84%
<b>Total Revenue:</b>	<b>6,527,385.00</b>	<b>519,599.59</b>	<b>3,730,933.20</b>	<b>0.00</b>	<b>2,796,451.80</b>	<b>42.84%</b>
Water Distribution	1,036,405.00	114,110.72	649,560.29	6,014.34	380,830.37	36.75%
Water Treatment Adams	2,501,050.00	141,787.81	1,201,239.28	418,956.39	880,854.33	35.22%
Water Capital	3,526,093.07	5,995.00	498,442.94	9,657.00	3,017,993.13	86.55%
<b>Expense Total:</b>	<b>7,063,548.07</b>	<b>261,893.53</b>	<b>2,349,242.51</b>	<b>434,627.73</b>	<b>4,279,677.83</b>	<b>60.59%</b>

## Financial Summary - AS of 04/30/2022

### Sewer Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	3,872,000.00	913,225.72	3,295,083.36	0.00	576,916.64	14.90%
<b>Total Revenue:</b>	<b>3,872,000.00</b>	<b>913,225.72</b>	<b>3,295,083.36</b>	<b>0.00</b>	<b>576,916.64</b>	
Sewer Maintenance	1,732,485.00	90,542.08	657,653.88	76,788.73	998,042.39	57.61%
WasteWaterTr Coley Creek	215,725.00	14,478.14	126,464.98	7,225.81	82,034.21	38.03%
WasteWaterTr Sugar Creek	1,758,600.00	117,202.38	969,869.22	110,969.40	677,761.38	38.54%
WasteWaterTr Other	181,150.00	11,394.09	91,727.86	36,888.17	52,533.97	29.00%
Sewer Capital	2,172,448.86	85,620.89	1,065,881.62	342,679.21	763,888.03	35.16%
<b>Expense Total:</b>	<b>6,060,408.86</b>	<b>319,237.58</b>	<b>2,911,597.56</b>	<b>574,551.32</b>	<b>2,574,259.98</b>	<b>42.48%</b>

### Gas Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	3,501,950.00	485,229.55	3,075,817.66	0.00	426,132.34	12.17%
<b>Total Revenue:</b>	<b>3,501,950.00</b>	<b>485,229.55</b>	<b>3,075,817.66</b>	<b>0.00</b>	<b>426,132.34</b>	
Gas System Maintenance	675,510.00	41,390.87	362,539.81	22,476.28	290,493.91	43.00%
Gas Capital	2,804,735.50	117,593.37	1,804,651.92	223,740.88	776,342.70	27.68%
<b>Expense Total:</b>	<b>3,480,245.50</b>	<b>158,984.24</b>	<b>2,167,191.73</b>	<b>246,217.16</b>	<b>1,066,836.61</b>	<b>30.65%</b>

### Electric Fund

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	14,106,000.00	997,170.71	7,919,701.62	0.00	6,186,298.38	43.86%
<b>Total Revenue:</b>	<b>14,106,000.00</b>	<b>997,170.71</b>	<b>7,919,701.62</b>	<b>0.00</b>	<b>6,186,298.38</b>	
Electric Systems Maintenance	1,540,150.00	100,937.08	886,898.76	38,039.83	615,211.41	39.94%
Electric Capital	12,761,700.81	716,893.34	5,965,263.07	3,666.00	6,792,771.74	53.23%
<b>Expense Total:</b>	<b>14,301,850.81</b>	<b>817,830.42</b>	<b>6,852,161.83</b>	<b>41,705.83</b>	<b>7,407,983.15</b>	<b>51.80%</b>

### Golf Course

Description	Budget Amount	Period Amount	YTD Amount	Encumbered Amount	Available	% Available
non-department	527,150.00	70,341.68	258,868.93	0.00	268,281.07	50.89%
<b>Total Revenue:</b>	<b>527,150.00</b>	<b>70,341.68</b>	<b>258,868.93</b>	<b>0.00</b>	<b>268,281.07</b>	<b>50.89%</b>
Lakewinds Golf Course	529,335.00	35,145.09	291,030.90	22,124.82	216,179.28	40.84%
Golf Capital	38,050.00	5,026.06	26,646.36	3,943.16	7,460.48	19.61%
<b>Expense Total:</b>	<b>567,385.00</b>	<b>40,171.15</b>	<b>317,677.26</b>	<b>26,067.98</b>	<b>223,639.76</b>	<b>39.42%</b>



## City of Alexander City Banking Statement Balances

	1/31/2022	2/28/2022	3/31/2022	4/30/2021	4/30/2022
<b>BB&amp;T</b>					
BB&T - Economic Devel		107,422.32	107,423.23	107,413.40	97,424.05
<b>River Bank</b>					
Municipal Court Collect	420,514.96	436,170.48	458,558.47	299,992.74	472,265.88
Municipal Court Cash Bond Acct	7,010.30	8,210.61	8,310.96	5,050.05	10,311.36
Clearing Account	1,534,044.46	1,177,749.48	1,339,544.92	0.00	821,711.79
ACRIP	255.05	255.05	255.05	0.00	214,647.90
ACPR/Sportplex	260.00	260.00	260.00	0.00	126,569.02
<b>Valley Bank</b>					
#75 School Acct #10	1,373,638.19	639,268.10	49,515.21	1,262,666.94	52,877.73
Operating Reserves	1,713,586.98	1,713,920.18	1,716,048.13	11,092.59	1,716,739.32
Utility Deposit	354,549.39	363,356.62	463,118.17	128,505.95	467,084.90
Utility Collection	4,860,105.53	3,718,616.01	5,434,524.31	4,804,948.65	5,156,778.44
4 Cent Gas Tax	265,026.57	265,277.32	265,124.21	211,204.25	270,526.32
Golf Course	574,427.73	569,476.93	548,318.35	217,050.29	531,625.82
Airport Operations	81,339.99	79,633.88	53,843.18	124,823.46	18,899.80
Sales & Use Tax	249,797.11	343,951.94	30,365.91	1,452,009.46	157,885.36
Ala Trust Fund	19.85	19.85	19.85	303,079.87	137,639.55
Water Capital Improvement	258,540.18	258,590.45	258,646.12	203,937.57	352,470.72
General Operating	342,915.72	1,752,907.45	1,322,575.15	911,937.88	2,426,644.07
Rebuild Alabama	188,927.89	198,878.54	201,198.26	110,216.14	210,593.93
<b>Wells Fargo</b>					
WF - General Fund	2,139,967.61	2,141,266.05	2,141,447.50	2,136,877.99	2,142,139.69
State Gasoline Fund	1,012,633.21	1,019,333.32	994,753.83	943,522.44	1,001,360.09
Payroll Account 2	536,346.85	485,049.65	407,805.02	675,848.69	517,539.04
Motor Vehicle Tax	184,980.09	184,980.09	184,980.09	184,980.09	184,980.09

**Total Balance @ period end**    \$16,098,887.66    \$15,464,594.32    \$15,986,635.92    \$14,095,158.45    \$17,088,714.87

**General Operating Funds Breakdown:**

Combined Balances 03/31/22:    17,088,714.87  
     Less err marked funds:        7,451,820.61  
         Less utility funds:        5,434,524.31  
 Less Outstanding checks/payroll: 1,710,567.65  
**General Fund Available Funds:**    2,491,802.30

**Utility Fund Breakdown:**

Combined Balances 03/31/22:    6,156,288.60  
     Less err marked funds:        613,195.51  
 Less Outstanding checks/payroll:        0.00  
**Utility Fund Available Funds:**    5,543,093.09

*\*Note - Available funds shown do not include encumbered balances which are due and payable \**