



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Tuesday, June 20, 2023 --- Meeting at 5:30 p.m.

Call to Order:

Opening Prayer: Held in Work Session

Pledge of Allegiance: Held in Work Session

Roll Call:

Approval of Minutes: June 5, 2023 Regular Meeting

Approval of Agenda: June 20, 2023

Reports from Council on Standing Committees:

Finance Committee: Council President Colvin

Public Safety Committee: Councilor Eric Brown

Utilities Committee: Councilor Keel

Parks and Recreation: Councilor Chris Brown

Public Works Committee: Council President Pro Tempore Hardy

Buildings and Properties: Councilor Tapley

Reports from Special Committees:

Public Hearing: None

Report on Status of City Finances: Romy Stamps, Finance Director

Proclamation: None

Unfinished Business:

- 1. RESOLUTION:** To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Corrections to Allow the use of Inmates at the City of Alexander City, Alabama (Sponsored By: Council President Pro Tempore Hardy)
HELD FROM JUNE 5, 2023

New Business:

- 1. RESOLUTION:** To Authorize the Mayor to Sign a Non-Residential Lakeshore Permit Agreement with Alabama Power Company (Sponsored By: Councilor Keel)
- 2. ORDINANCE:** To Amend Alexander City Code Article II – City Council, § 2-25, Order of Business and § 2-27, Agenda. (Sponsored By: Council President Colvin)
- 3. ORDINANCE:** To Prohibit Depositing Certain Substances upon Public Roadways and Streets. (Sponsored By: Council President Pro Tempore Hardy)
- 4. ORDINANCE:** To Rescind Article II – Recreation Advisory Board and Article V, Division 2. Beautification Board. (Sponsored By: Councilor Chris Brown)
- 5. RESOLUTION:** To Authorize the Mayor to Submit an Application to the Alabama Department of Economic and Community Affairs to Request Appalachian Regional Commission Funds in the Amount of \$500,000.00 For Water System Improvements. (Sponsored By: Councilor Keel)

The next City Council meeting is scheduled for Monday, July 10, 2023 at 5:30 p.m.

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Corrections to Allow the use of Inmates at the City of Alexander City, Alabama

WHEREAS, the City of Alexander City, Alabama (City) has a need for workers to assist in general services; and

WHEREAS, the Alabama Department of Corrections (ADOC) has within its custody certain inmates who are capable of providing the services requested by the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City hereby authorizes the mayor to execute the Community Work Project Agreement as follows:

TERMS

1. **TERM.** The term of this agreement shall begin on _____, 2023, the date last signed below, and shall continue for six (6) months. Thereafter, upon mutual agreement of the parties, it may be renewed in six (6) month increments.
2. **REQUEST FORM.** Prior to executing this agreement, the City warrants that it has submitted an ADO Form 439-A, Application for Inmate Work, which is hereby attached and incorporated as if set forth herein, indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that ADOC Form 439-A, Application for Inmate Work. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. **NUMBER.** The ADOC will make available to Agency the number of inmates in the approved ADOC Form 439-A, Application/or Inmate Work, to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be

considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. CHANGES. Any change to ADOC Form 439-A, Application/or Inmate Work, including the proposed schedule, location, and the frequency with which the inmates are provided may be changed without formally amending this Agreement, provided that the changes shall be agreed upon by the Warden and the Government Agency Inmate Supervisor at least seven (7) days in advance of the planned change and such changes are in writing and made part of this Agreement.
5. PAYMENT. ~~In consideration of providing the inmates to ALDOT, ALDOT shall pay the ADOC in accordance with Annex B, ALDOT Cost Schedule, which is hereby attached and incorporated as if set forth herein. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.~~
6. TRANSPORTATION. Timing of the transportation of inmates to and from the community projects job site will be coordinated between the Government Agency Inmate Supervisor and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution.

The transportation to and from the work site shall be provided by [choose one]
_____Agency X ADOC

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. Additional supervision may be provided by any ADOC employee. The ADOC shall provide these training courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including, but not limited to: ADOC Form 439-B, Government Agency Inmate Supervisor and Squad Officer Work Rules, ADOC Form 439-C, Inmate Work Rules; Inmates Working on Community Projects and Safety Training for Inmates Working Near Roadways; and, as applicable, ADOC Form 439-E, Letter of Understanding, which are hereby attached and incorporated as if set forth herein. Failure to follow any rule or

regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. **PROHIBITED INMATE CONDUCT.** Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institutional Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Law Enforcement Services Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the Institutional Contact Person shall be notified.
10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. ADOC will be responsible for the payment of any medical expenses.
11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Government Agency Inmate Supervisor.
13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to this agreement and the approved ADOC Form 439-A, Application for Inmate Work.

Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. DEBT TO STATE. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
15. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
16. IMMIGRATION. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. 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. PREA. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is

responsible for the care, control, or supervision of inmates - with or without the consent of the inmate. - is illegal. Under Alabama law, it constitutes a felony - sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct including suspected conduct - that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden's designee!

18. BOYCOTT CERTIFICATE. In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
19. INDEPENDENT CONTRACTOR. It is understood that the Contractor and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
20. MODIFICATIONS. The Parties. agree that this Agreement, ADOC Form 439-A, Application for Inmate Work (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to ADOC Form 439-A, Application for Inmate Work), and/or extensions shall be in writing and signed by both parties to be binding.
21. STAARS. Contractor is required to be registered as a vendor in the State's STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections
Attn: Samson Ervin, Accounting Division
301 S. Ripley Street
Montgomery AL 36104

22. SECURITY. All persons, including contractors, entering any ADOC facility are subject to a background check and security check of their person and personal property (including any vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any person found to have violated any security regulation may be barred from entering any ADOC facility.

Agency Representative Signature	Printed Name	Date
---------------------------------	--------------	------

ADOC Warden/Designee Signature	Printed Name	Date
--------------------------------	--------------	------

CONTACT INFORMATION

ADOC/Warden Designee	Agency Supervisor/Representative
----------------------	----------------------------------

Telephone Number	Telephone Number
------------------	------------------

Agency Invoice Address

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

ADOPTED THIS 20TH DAY OF JUNE, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 20TH DAY OF JUNE, 2023.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Annex A
Cost Schedule

1. If the government agency transports the inmate to and from the community project job site, the governmental agency will be assessed a fee of \$15 per day per inmate.
2. If the ADOC transports the inmate to and from the community project job site, the governmental agency will be assessed a fee of \$20 per day per inmate.
3. If the ADOC transports the inmate to and from the community project job site and the ADOC provides a Squad Officer/designee, the governmental agency will be assessed a fee of \$25 per day per inmate.
4. Of the fees received, the inmate will be paid \$2.00 per day for labor, and the balance will be placed in the State General Fund Account.

RESOLUTION

To Authorize the Mayor to Sign a Non-Residential Lakeshore Permit Agreement with
Alabama Power Company

WHEREAS, the Company is the owner of property rights in lands in, on, and adjacent to the Tallapoosa River in the counties of Coosa, Elmore, and Tallapoosa, Alabama and has constructed and is maintaining and operating a dam known as Martin Dam, under license issued December 17, 2015 (as amended), by the Federal Energy Regulatory Commission (the “Commission”) as Project No. 349 (the “Project”), thereby creating Lake Martin, the waters of which are used or intended to be used by the Company in its business of generating electrical energy; and

WHEREAS, said license for the Martin Dam development prohibits the Company from granting permission for certain uses of and activities on Project lands and waters without first notifying and obtaining approval, or waiver of approval, from the Commission for such uses and activities; and

WHEREAS, the Permittee, a municipal corporation, requested permission to make certain uses of and engage in certain activities on Project lands and waters that require Commission approval; and

WHEREAS, the Company made application to the Commission on or about September 12, 2022 for the necessary Commission authorization (the “2022 Application”); and

WHEREAS, on December 12, 2022, the Commission issued an order approving the Company’s 2022 Application (the “2022 Order”); and

WHEREAS, the Company and the Permittee each desires to agree to and enter into this Non-Residential Lakeshore Permit No. 40-4380 (this “Permit”).

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual benefits to be achieved by the Parties hereto and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Parties, the Company hereby grants this Permit to the Permittee upon the following terms and conditions, as well as those terms and conditions set forth in Appendix A attached hereto (which is incorporated herein and made a part hereof):

1. The term of this Permit shall begin on the Effective Date and end on the termination or vacation of the existing or any subsequent Project license to operate the Martin Dam development, unless this Permit is earlier cancelled, terminated, repealed, vacated, or revoked as set forth herein (including but not limited to as set forth in Appendix A hereto).
2. This Permit allows the Permittee, in accordance with the terms and conditions herein (including but not limited to those contained in Appendix A hereto), to continue the operation, use, and maintenance of the following structures and/or facilities situated within the Project boundary (*i.e.*, within the 491' mean sea level contour):
 - (A) The existing fishing pier measuring approximately 475 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto (which is incorporated herein and made a part hereof) and as depicted in "Figure 1", "Figure 2", "Figure 6", and "Figure 7" of Appendix C hereto (which is incorporated herein and made a part hereof);
 - (B) The existing boardwalk measuring approximately 1,650 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 2", "Figure 4", and "Figure 6" of Appendix C hereto;
 - (C) The existing boat ramp measuring approximately 2,935 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 3", and "Figure 4" of Appendix C hereto;
 - (D) The existing pier measuring approximately 880 square feet (as well as the existing appurtenant float measuring approximately 450 square feet) and accommodating up to seven boats, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 3", "Figure 4", and "Figure 5" of Appendix C hereto;

- (E) The existing pier measuring approximately 1,035 square feet and accommodating up to two boats, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in “Figure 1”, “Figure 3”, and “Figure 4” of Appendix C hereto; and
- (F) The existing sections of rip-rap, as-is and per the relevant and applicable locations and approximate dimensions reflected in Appendix B hereto and as depicted in “Figure 1,” “Figure 3,” “Figure 4,” “Figure 5”, and “Figure 7” of Appendix C hereto.

The above-described structures and/or facilities (*i.e.*, the structures and/or facilities referenced in Subparagraphs (A) through (F) of this Paragraph 2) are collectively referred to as the “Permitted Facilities.”

3. The Permitted Facilities shall be operated, used, and/or maintained in accordance with the relevant specifications, dimensions, and descriptions, and at the relevant locations, described or otherwise depicted in this Permit (including but not limited to in Appendix B hereto), and as acknowledged in the Commission’s 2022 Order attached hereto as Appendix D (which is incorporated herein and made a part hereof). Notwithstanding any other term or condition set forth herein (including but not limited to those terms and conditions set forth in Appendix A hereto), no additional structure and/or facility (*i.e.*, no structure and/or facility other than those specific structures and/or facilities referenced above in Subparagraphs (A) through (F) of Paragraph 2 and/or as referenced in Appendix B) may be constructed or otherwise installed within the Project boundary without the Company’s prior written approval.

4. The Permittee must comply with and adhere to any and all applicable requirements, mandates, directives, best management practices, instructions, recommendations, and/or terms and conditions of the United States Department of the Interior—Fish and Wildlife Service, the Alabama Department of Conservation and

Natural Resources—Wildlife and Freshwater Fisheries Division, the Alabama Law Enforcement Agency—Marine Patrol Division, the Alabama Department of Environmental Management, the Alabama Historical Commission, the United States Army Corps of Engineers, and the Tallapoosa County (Alabama) Health Department.

The Permittee shall comply with and adhere to any and all such applicable requirements, mandates, directives, instructions, recommendations, best management practices, and/or terms and conditions so as, among other reasons, to ensure that the measures required or otherwise directed by said agencies to protect environmental and/or other resources are ultimately required of, and followed by, the Permittee. The Permittee is solely responsible for ensuring compliance with and adherence to any and all such applicable requirements, mandates, directives, instructions, recommendations, best management practices, and/or terms and conditions.

5. This Permit is subject to and conditioned upon the Permittee's full and timely payments to the Company of any and all applicable non-residential permit fees, as set forth in Appendix E attached hereto (which is incorporated herein and made a part hereof).

6. This Permit is subject to termination, cancellation, repeal, vacation, and/or revocation as provided herein and/or in Appendix A hereto; however, in the event the Permittee wishes to cancel or revoke the Permit, the Permittee shall first consult with the Company concerning any measures the Company deems appropriate to restore the Project lands and/or waters to the condition existing prior to the construction/installation of any of the Permitted Facilities. Cancellation or revocation of this Permit by the Permittee may not be effective until such restoration measures are completed to the satisfaction of the Company.

ORDINANCE

To Amend Alexander City Code Article II – City Council, § 2-25 Order of Business and § 2-27 - Agenda

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

Article II, § 2-25 – Order of Business is amended to read as follows:

(15) Executive Session

(16) Adjournment

Article II, § 2-27 – Agenda is amended to read as follows:

(e) A consent agenda may be presented by the president at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one council member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed on the agenda at the discretion of the assembly.

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 shall become effective upon its passage and publication as required by law.

ADOPTED THIS 20TH DAY OF JUNE, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 20TH DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

ORDINANCE

To Prohibit Depositing Certain Substances upon Public Roadways and Streets

WHEREAS, grass clippings, leaves and trash in the roadways (streets, highways, road) wash into storm drains, causing them to clog, and intersections could flood when it rains; and

WHEREAS, clogged storm drains can cause water to back up into basements of homes and businesses; and

WHEREAS, clippings and debris in the stormwater system may carry fertilizer and other polluting additives into our streams, creeks, waterways and Lake Martin; and

WHEREAS, clippings and debris create a roadway hazard, especially for motorcyclists and pedestrians.

BE IT ORDAINED that it shall be unlawful for the owner/occupant of any parcel of land to allow the deposit or accumulation of any brush, yard debris, dead vegetation, or cut grass or weeds so as to create a nuisance due to unsightliness, an unhealthy or unsafe condition, or traffic hazard or fire hazard. Grass or debris blown on the roadway is unlawful as it causes a hazard for traffic and water drainage. No person shall throw or deposit upon any roadway any glass bottle, glass, nail, tack, wire, can, or any other substance likely to injure any person or animal, or damage any vehicle upon such roadway. No person shall throw or deposit or cause to be deposited upon any roadway soil, sand, mud, gravel, grass clippings, leaves or other substances so as to create a hazard to the traveling public.

Any person violating this Ordinance upon a finding of guilt by the Municipal Court shall be guilty of a “Class C Misdemeanor” with the following fine schedule:

1 st offense	\$50.00
2 nd offense	\$150.00
3 rd offense	\$500.00

All subject to § 1-7 – General Penalty, Code of Ordinances of Alexander City.

ADOPTED THIS 20TH DAY OF JUNE, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 20TH DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

Publication Date: June 24, 2023

I, City Clerk of the City of Alexander City, Alabama, hereby certify that the above and foregoing Ordinance is a true, correct and complete copy of the Ordinance adopted on June 20, 2023 by the City Council of the City of Alexander City, Alabama.

This, 20th day of June, 2023

Stephanie J. Southerland
City Clerk

SEAL

ORDINANCE BOOK 23-

ORDINANCE

To Rescind Article II – Recreation Advisory Board and Article V, Division 2.
Beautification Board

WHEREAS, the City of Alexander City, Alabama created a Beautification Board with ordinance number 697, adopted on November 6, 1978; and

WHEREAS, the City of Alexander City, Alabama created a Recreation Advisory Board with ordinance number 097-4, adopted on December 16, 1996; and

WHEREAS, both of these boards have been inactive for many years.

BE IT ORDAINED that Article II – Recreation Advisory Board, § 62-21 through § 62-28 and Article V, Division 2. Beautification Board § 2-111 through 2-115 are hereby repealed in their entirety.

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

ADOPTED THIS 20th DAY OF JUNE, 2023.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 20th DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

Publication Date: June 24th , 2023

CITY OF ALEXANDER CITY

RESOLUTION: _____

WHEREAS, the City of Alexander City, acting by and through its City Council proposes to apply for FY2024 Appalachian Regional Commission (ARC) funds to construct improvements to the city’s water system located along Houston Street and the surrounding streets.

NOW, THEREFORE, be it resolved by the Alexander City Council as follows:

WOODY BAIRD, MAYOR, is hereby authorized to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, requesting Fiscal Year 2024 ARC funds in the amount of \$500,000.00 to construct improvements to the city’s water system located along Houston Street and the surrounding streets.

THAT, THE CITY OF ALEXANDER CITY will provide a local cash match of \$766,000.00 in support of this project, of which \$266,000 will be provided in form of local cash and \$500,000 in CDBG Grant funds awarded in FY2021.

READ AND ADOPTED this the **20th** day of **June 2023**.

Signed for the City of Alexander City:

Woody Baird
Mayor

Attest:

City Clerk