



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, October 16, 2023 --- Meeting at 5:30 p.m.

Call to Order: Council President Colvin

Opening Prayer: Held in Work Session

Pledge of Allegiance: Held in Work Session

Roll Call:

Approval of Minutes: October 2, 2023 Regular Meeting

Approval of Agenda: October 16, 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:

New Business:

1. RESOLUTION: To Authorize the Mayor to Enter into an Agreement with the Tallapoosa County Commission to Accept \$25,000.00 American Rescue Plan Act Funds for the Purpose of Expanding Recreational Services. (Sponsored By: Mayor Baird)

2. RESOLUTION: To Authorize the Mayor to Execute a Contract for Services to Aging Consumers Under Title III of the Older Americans Act with the East Alabama Regional Planning and Development Commission. (Sponsored By: Councilor Tapley)

3. RESOLUTION: To Award Bid No. 23-20 to Ballard Construction for the Construction of a Sewer Pump Station to Serve the Russell Medical Assisted Living Facility and Independent Living Cottages in an Amount not to Exceed \$793,751.00. (Sponsored By: Mayor Baird)

4. RESOLUTION: To Authorize the Mayor to Enter into an Agreement with Place Associates in Providing a Comprehensive Plan, Zoning Map and Subdivision Regulations for the City of Alexander City in an Amount not to Exceed \$150,000.00. (Sponsored By: Mayor Baird)

4. RESOLUTION: To Authorize the Mayor to Enter into a Lease Agreement with Xerox Corporation for a Copy Machine at an Annual Cost of \$1,762.08. (Sponsored By: Councilor Tapley)

5. RESOLUTION: To Authorize the Mayor to Sign a Wholesale Contract Renewal with Jackson's Gap Water Authority. (Sponsored By: Councilor Keel)

6. RESOLUTION: To Authorize the Mayor to Enter into an Agreement with Russell Hospital Corporation to Submit to a Neutral Third Party Regarding Gas Usage. (Sponsored By: Mayor Baird)

7. RESOLUTION: Gateway (Sponsored By: Council President Colvin)

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

Comments from the Council:

Executive Session:

Adjournment:

The next City Council meeting is scheduled for Monday, November 6, 2023 at 5:30 p.m.

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with the Tallapoosa County Commission to Accept \$25,000.00 American Rescue Plan Act Funds for the Purpose of Expanding Recreational Services

WHEREAS, the Tallapoosa County Commission (County) at its regular meeting on August 14, 2023 adopted a resolution authorizing the release of \$25,000.00 to the City of Alexander City; and

WHEREAS, the County has received funds under the American Rescue Plan Act (ARPA); and

WHEREAS, in accordance with the provision of Code of Alabama, 1975, as amended, § 11-1-10 authorizes the County to enter into agreements with municipalities for the purpose of receiving benefits deemed to be for the public interest in the promotion of any beneficial development; and

WHEREAS, the city wishes to enter into an agreement, as shown in Attachment A, with the County setting forth the terms and conditions governing the distribution of these funds and their use by the city.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to enter into said agreement with the Tallapoosa County Commission.

ADOPTED THIS 16TH DAY OF OCTOBER, 2023.

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

AUTHENTICATED THIS 16TH DAY OF OCTOBER, 2023.

By: Stephanie J. Southerland,

RESOLUTION

To Authorize the Mayor to Execute a Procurement Contract for Services to Aging Consumers Under Title III of the Older Americans Act with the East Alabama Regional Planning and Development Commission

WHEREAS, each year the City of Alexander City, Alabama, contracts with the East Alabama Planning and Development Commission to provide meals to our elderly citizens; and

WHEREAS, this year the city will receive \$135,564.39 in funding through said contract; and

WHEREAS, the scope of services under this program is to serve meals Monday through Friday, deliver meals Monday through Friday, provide a monthly nutritional education program, outreach, and inform members of other opportunities and services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City, Alabama, hereby authorizes the Mayor to execute said contract with the East Alabama Regional Planning and Development Commission.

ADOPTED THIS 16TH DAY OF OCTOBER, 2023.

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

AUTHENTICATED THIS 16TH DAY OF OCTOBER, 2023.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

RESOLUTION

To Award Bid No. 23-20 to Ballard Construction Company, Inc. for the Construction of a Sewer Pump Station to Serve the Russell Medical Assisted Living Facility and Independent Living Cottages in an Amount not to Exceed \$793,751.00

WHEREAS, the City of Alexander City, Alabama has let bids for the construction of a sewer pump station to serve the Russell Legacy Project; and

WHEREAS, the city has received a \$450,000.00 grant from the Alabama Department of Economic and Community Affairs Community Development Block Grant Program to construct said sewer pumping station; and

WHEREAS, Russell Medical Board of Directors is responsible for the remaining costs of \$343,751.00 and \$25,000.00 administrative fees; and

WHEREAS, specifications were submitted and placed on file with the City Clerk; and

WHEREAS, the invitation for bid was advertised on July 15, 2023; and

WHEREAS, two (2) sealed bids were received, opened and read in public on September 21, 2023 at 10:00 a.m.; and

WHEREAS, the bids were submitted to the City Council of Alexander City at their October 16, 2023 meeting; and

WHEREAS, Ballard Construction is the lowest responsible bidder shown as Attachment A.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City, Alabama, hereby awards bid number 23-20 to Ballard Construction.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City that the mayor is hereby authorized to sign any contract or agreement as part of this bid award.

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with Place Associates in Providing a Comprehensive Plan, Zoning Map and Subdivision Regulations for the City of Alexander City in an Amount not to Exceed \$150,000.00

WHEREAS, the City of Alexander City updated its comprehensive plan in 2014;
and

WHEREAS, the city's growth over the past nine (9) years has stretched the limitations of the 2014 plan; and

WHEREAS, Place Associates has agreed to provide a current comprehensive plan, zoning map and subdivision regulations; and

WHEREAS, the city would like to accept the proposal as shown in Attachment A at a cost of \$130,000.00; and

WHEREAS, in the event of a need for additional services during the scope of work, there is an additional \$20,000.00 allotted, but only with prior authorization by the mayor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorizes the mayor to enter into an agreement, as shown in Attachment "A", with Place Associates to provide a current comprehensive plan, zoning map and subdivision regulations.

ADOPTED THIS 16TH DAY OF OCTOBER, 2023.

By: Audrey "Buffy" Colvin, President
Alexander City Council

RESOLUTION

To Authorize the Mayor to Sign a Wholesale Contract Renewal with Jackson’s Gap Water Authority

WHEREAS, the City Council of Alexander City, Alabama entered into a forty (40) year contract with Jackson’s Gap Water Authority on December 10, 1982; and

WHEREAS, the contract is past due for renewal; and

WHEREAS, the Alexander City Water Department wishes to renew the contract for a period of ten (10) years; and

WHEREAS, the monthly limit will increase from 18 million gallons/day (mgd) to 20 mgd per month.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alexander City hereby authorizes the mayor to execute the renewal of the wholesale contract with Jackson’s Gap Water Authority for a period not to exceed ten (10) years.

ADOPTED THIS 16TH DAY OF OCTOBER, 2023.

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

AUTHENTICATED THIS 16TH DAY OF OCTOBER, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

WATER PURCHASE CONTRACT

This Water Purchase Contract (Contract) for the sale and purchase of water is entered into as of the _____ day of _____, 20____ between the City of Alexander City, Alabama, a municipal corporation hereinafter referred to as the "Seller" and _____ hereinafter referred to as the "Purchaser"

WITNESSETH:

Whereas the Seller and Purchaser are properly organized under the laws of the state of Alabama for the purpose of constructing and operating a water supply and distribution system; and

Whereas by Resolution No. _____ enacted on the _____ day of _____, 20____ by the Seller, the sale of water to the Purchaser in accordance with the provisions of this Water Purchase Contract was approved, and the execution of this contract by the Mayor of the City of Alexander City was duly authorized; and

Whereas by Resolution of _____, enacted on the _____ day of _____, 20____, the purchase of water from the Seller in accordance with this Water Purchase Contract was approved and the execution of this contract by the _____ was duly authorized;

Now therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. THE SELLER AGREES

1. To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this Contract or any renewal or extension thereof, potable water meeting applicable standards of the Alabama Department of Environmental Management (ADEM). The quantity of water supplied by the Seller shall not exceed _____ gallons per month (Maximum Month). The maximum amount of water supplied by the Seller in any 24 hour period shall not exceed 1/30th of the Maximum Month amount. The maximum rate of water to be supplied by the Seller shall not exceed _____ gallons per minute.

2. Water furnished under this Contract shall be at the normal operational pressure of the Seller's system. The point of delivery from the Seller's system shall be _____. Additional points of delivery may be established between the Seller and the Purchaser. Water delivered through additional points of delivery shall be governed by the terms and conditions of this Contract. The sum of all water supplied at all points of connection shall not exceed the Maximum Month.

If a greater pressure than that normally available at a point of delivery is required by the Purchaser, the cost of such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, use of water to fight fire(s), earthquake or other catastrophe or force majeure event shall excuse the Seller from all water supply requirements for such reasonable period of time as may be necessary to restore service.

3. To furnish, install, operate, own and maintain at its own expense at each point of delivery, the necessary metering equipment, including meter pit and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser. Metering devices shall be calibrated whenever requested by the Purchaser, but not more frequently than once every twelve (12) months. A meter registering not more than 2% above or below the test results shall be deemed to be accurate.

The previous readings of any meter determined by calibration testing to be inaccurate shall be corrected for the 6 months previous to such test or the last satisfactory test, whichever amount of time is less. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on or about the last day of each month. An appropriate official of the Purchaser shall at all reasonable times, have access to the meter for the purpose of verifying its readings.

4. To furnish Purchaser, prior to the 10th day of each month, an itemized statement of water delivered and amounts due under this Contract. Statement to be delivered to the Purchaser's mailing address. Statement may be delivered electronically if mutually agreed to between the Seller and the Purchaser.

5. Seller does not make any expressed or implied warranties regarding the quality of water provided under this agreement except that the water shall be potable water meeting the applicable standards of quality established by ADEM at the point(s) of delivery. Seller expressly disclaims any warranties or agreements that it will provide special use water or any other water than potable water as defined herein.

B. THE PURCHASER AGREES

1. To pay the Seller, no later than the 20th day of each month in accordance with the following schedule of rates:

a. The agreed minimum monthly gallons of water purchased shall be 50% of the Maximum Month (_____ gallons per month) as defined herein or as modified by any subsequent request for an increase in the Maximum Month provided by this contract.

b. Purchaser to pay an Initial Rate of \$1.58 for each 1000 gallons of water purchased.

C. IT IS FURTHER MUTALLY AGREED BETWEEN THE SELLER AND PURCHASER AS FOLLOWS:

1. That this Contract shall extend for a term of _____ years from the date of the initial delivery of any water as indicated by the first bill submitted by the Seller to the Purchaser. After the initial ____ year term, this Contract may be renewed or extended for such term or terms as may be agreed upon by the Seller and Purchaser.

2. Seller will at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with the quantities of water provided for in this Contract. Temporary or partial failures to deliver water shall be remedied with all practical dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser shall be reduced in accordance with the City's **Drought Management Plan**.

3. It is further agreed that the above referenced Initial Rate represents a fair and accurate cost for Seller to produce and deliver potable water to Purchaser. The Initial Rate is subject to an annual rate adjustment by Seller on **October 1st** of each year for the duration of this Contract and any subsequent renewals or extensions. Any annual rate adjustment to the Initial or subsequent rate shall be based on a cost of service analysis performed by the Seller. The cost of service analysis shall include the costs and expenses associated with producing, treating, delivering, operating and administering the Seller's water supply, treatment, and distribution system. Without limiting the generality of the foregoing and without being an exhaustive or all inclusive list, it is the intention of the parties that labor, salaries, professional expenses, overhead, taxes, licenses, insurance, utilities, supplies, chemicals, repairs, maintenance, bonding costs, depreciation and interest expenses of the Seller's water supply, treatment and distribution system that may be reasonably allocated to the class of customers containing the Purchaser are considered a cost of service. In lieu of a cost of service analysis, Seller may increase the Initial Rate and any subsequent rate by an amount equal to the Consumer Price Index (CPI), Southern Region, All Items and Major Group Figures for All Urban Consumers (base index year 1982-1984 = 100), provided, however that the maximum annual rate adjustment using the CPI shall not exceed _____%.

Other Modifications to the Contract may be made as mutually agreed to by the Parties.

4. This Contract is subject to rules, regulations or laws which may be applicable to similar Contracts in the state of Alabama. Purchaser and Seller will collaborate in obtaining such permits, certificates, or like as may be required to comply herewith.

5. This Contract shall be binding upon and inure to the benefit of the Purchaser and the Seller and their respective successors and assigns.

6. In case any one or more of the provisions contained in this agreement or any amendment thereto, shall for any reason be held by a court of competent jurisdiction to be

invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability of that provision shall not affect any other provision and this Contract shall be construed as if the invalid, illegal or unenforceable provision has never been contained in it.

7. In the event of any default in the performance of obligations of a party under the terms and conditions of this Contract, the defaulting party shall be required to pay all legal costs incurred by the non defaulting party for the enforcement of any provision of this Contract including reasonable attorney fees in addition to any other relief to which the non defaulting party may be entitled.

8. Any notice to be given under this Contract shall be in writing by registered or certified mail to:

Purchaser: _____

Seller: _____

9. Both Seller and Purchaser acknowledge and agree that any prior contracts or agreements entered into prior to the execution of this Contract, and any amendments thereto, are hereby canceled, voided, and held for naught and are of no force and effect whatsoever. This Contract supersedes any and all other agreements, either oral or in writing between the parties and represents the entire agreement of the parties.

In witness whereof, the parties hereto, acting under the authority of their respective governing bodies have caused this contract to be executed in two counterparts, each of which shall constitute and original.

SELLER:

CITY OF ALEXANDER CITY

BY: _____

ITS: _____