



## Regular Council Meeting Agenda

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281 James D. Nabors Drive  
Council Chambers of Municipal Complex  
Tuesday, January 2, 2024 --- Meeting at 5:30 p.m.

**Call to Order:** Council President Colvin

**Opening Prayer:** Councilor Tapley

**Pledge of Allegiance:** Councilor Eric Brown

**Roll Call:**

**Approval of Minutes:** December 18, 2023 Work Session  
December 18, 2023 Regular Meeting

**Approval of Agenda:** January 2, 2024

**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:** Drew Meacham, Rebuild Alabama/Transportation Plan update

**Public Hearing:** None

**Report on Status of City Finances:** None

**Proclamation:** None

**Unfinished Business:**

**New Business:**

**1. RESOLUTION:** To Authorize the Mayor to Enter into an Agreement with the Municipal Gas Authority of Georgia for Natural Gas Appliance Management and Sales. (Sponsored By: Councilor Keel)

**2. RESOLUTION:** To Authorize the Mayor to Enter into an Agreement By and Between the State of Alabama and the City of Alexander City, Alabama, Project No. LRSI-6224, CPMS Reference No. 100077752 at a Cost not to Exceed \$12,861.60. (Sponsored By: Council President Pro Tempore Hardy)

**3. RESOLUTION:** To Authorize the Mayor to Enter into a Municipal Pole Use Agreement by and Between the City of Alexander City Utilities and Crown Castle Fiber, LLC. (Sponsored By: Councilor Keel)

**4. RESOLUTION:** To Appoint \_\_\_\_\_ to the Comprehensive Steering Committee. (Sponsored By: Mayor Baird)

**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 Work Session & City Council meetings are scheduled for Tuesday, January 16, 2024 at 4:30 and 5:30 p.m.**

**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement with the Municipal Gas Authority of Georgia for Natural Gas Appliance Management and Sales

**WHEREAS**, the City of Alexander City currently provides natural gas to the city’s residents; and

**WHEREAS**, the Municipal Gas Authority of Georgia has presented an agreement, as shown in Attachment A, to assist the city in managing and selling natural gas appliances.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City that the mayor is hereby authorized to enter into an agreement with the Municipal Gas Authority of Georgia for natural gas appliance management and sales.

**ADOPTED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

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

**AUTHENTICATED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis “Woody” Baird  
Mayor

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

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

## NATURAL GAS CONNECTION SERVICE PROGRAM AGREEMENT

The Natural Gas Connection Service Program Agreement (the “Agreement”), is entered into by the Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the “Gas Authority”), and the City of Alexander City, (the “Participating Member”), a political subdivision of the State of Alabama.

WHEREAS, the Participating Member owns and operates a natural gas distribution system and is a member of the Gas Authority under its Gas Supply Contract, as amended with the Gas Authority (“Gas Supply Contract”); and

WHEREAS, the Participating Member recognizes that natural gas service is optional from the Participating Member’s citizens’ (“Customers”) perspective and has determined there is a need for a service that assists the Participating Member in attracting and retaining natural gas Customers; therefore, a growing natural gas distribution system requires investment in a robust marketing, advertising, and appliance sales plan (“Customer Growth and Retention Plan”); and

WHEREAS, the Gas Authority has developed the Natural Gas Connection Service, contemplated herein, for the purpose of assisting the Participating Member in achieving the gas system marketing goals according to the Member’s Customer Growth and Retention Plan.

NOW THEREFORE,

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Duties of the Gas Authority.

- (a) The Gas Authority, as provider of the Natural Gas Connection (“NGC”) Service Program, shall develop a NGC Service Plan (“Service Plan”) from the Services described herein, such Services as supplemented and modified from time to time by policies and procedures approved by the Gas Authority Board of Directors, and as modified from time to time, in accordance with the Participating Member’s Service Plan as described in Exhibit A, including without limitation:
  - i. Train NGC Program employees, Participating Member’s staff, and contractors;
  - ii. Design, develop and implement an online platform for operating the NGC Service Program, including online sales capability to include scheduling of appliance installation, applying for financing and rebate programs, and acceptance of payment;

- iii. Design and implement marketing, advertising, sales campaigns and direct sales efforts, and the administration of any customer care programs including rebate programs, financing programs or home warranty programs;
  - iv. Provide support and design, construct and equip appliance showrooms and merchandising centers;
  - v. Provide a customer service call center, including after-hours capability;
  - vi. Research and determine product offerings, including pricing and procedures;
  - vii. Identify, establish and maintain appropriate relationships with appliance manufacturers and distributors;
  - viii. Manage purchasing and inventory of appliances, equipment and parts;
  - ix. Assist Participating Member in building electronic interface to its Customer information system for use only by the Gas Authority, and third parties only to the extent related to the Program;
  - x. Provide basic sales training to Participating Member employees who routinely interact with Customers;
  - xi. Identify, research and contract with, or hire, equipment installers and/or service companies in accordance with Gas Authority policies and procedures;
  - xii. Manage Program and track financial performance, keeping accurate records and accounts relating to administration of the Program:
- (b) Establish one or more Annual Budgets and Rate Schedules reflecting and in consideration of the Annual Program Costs of the Service Plan, such costs to be allocated by Gas Authority policy among all Participating Members, certain regional groups or Participating Members and individual Participating Members as determined appropriate by the Gas Authority;
- (c) Serve as facilitator among the Participating Members with respect to the NGC Service Program; For the avoidance of doubt, the Gas Authority may contract with any person or entity to perform all or any portion of its obligations hereunder; provided that any cost or expense incurred by the Gas Authority under any such contract will be an Annual Program Cost.

## 2. Duties of the Participating Member.

- (a) Applicable duties of the Participating Member are in accordance with the Participating Member's Service Plan as described in Exhibit A:
- i. Participate in Gas Authority's NGC On-Bill Financing Program, and adhere to the Program's policies and procedures;
  - ii. Provide electronic access to non-sensitive Customer utility service information, including, without limitation, names, addresses, account

numbers, phone numbers, eligibility for certain programs and email addresses;

- iii. Provide monthly gas system sales information by customer classification (e.g., residential, small commercial, agricultural, firm industrial, interruptible, etc.), including but not limited to number of customers, sales revenues, and sales volumes;
- iv. Provide addresses associated with every natural gas service line connected to the gas system, whether active or inactive;
- v. Allow installation of *Go Anywhere Agent* or similar software product to keep Customer data synchronized and current, or with the consent of NGC, provide updated Customer data files at least monthly;
- vi. Provide space for Appliance showroom or NGC marketing materials merchandising center on request;
- vii. Provide space for an NGC Program employee to have a desk and set up his/her own computer, and provide Internet access, to be able to transact business with Customers;
- viii. Maintain ability to accept cash payments;
- ix. Provide secure space for storage, including video surveillance of limited inventory, and make personnel available for check-in and check-out of inventory, including assisting Customer with loading Appliances into his vehicle;
- x. Provide after-hours access to Appliance storage for emergency situations and contractor Appliance pickup;
- xi. Identify and make available employees with Customer interaction for basic sales training; provided that there is no expectation that Participating Member employees will be required to close sales;
- xii. Collect leads and otherwise connect interested Customers with NGC Program personnel;
- xiii. Work with NGC Program personnel to establish and fund an effective rebate program;

- xiv. Work in good faith with NGC Program personnel and its Contractors to ensure customer retention and growth; and
- xv. Comply with Gas Authority policies and procedures for the NGC Program Services as established from time to time, including guidelines for NGC brand and logo utilization.

### 3. Term of the Agreement.

The term of this Agreement will be three years commencing December 2023 and will be extended thereafter on a year-to-year basis unless terminated by twelve (12) months' prior written notice, sent via certified mail, from the terminating party. Upon receipt by the Gas Authority of written request or requests from Participating Members. The duty to pay amounts due pursuant to this Agreement, which are outstanding on the date of any termination, will survive the termination of this Agreement. Additionally, upon any termination of the Program, each Participating Member will reimburse the Gas Authority for each Participating Member's portion of terminating the Program, if any. Any required reimbursements will be paid within (60) days of the date of receipt by the Participating Member of a bill from the Gas Authority respecting such amounts.

### 4. Annual Budget and Program Fees

Prior to the beginning of each year, in concert with preparing the Gas Authority's General & Administrative ("G&A") Budgets, the Gas Authority will prepare an Annual Budget & Rate Schedule for the NGC Program ("NGC Budget") according to the Participating Member's NGC Service Plan, which the NGC Budget for the initial year is attached hereto as Exhibit A. Review and approval of the NGC Budget will follow the same process and schedule as the Gas Authority's G&A Budgets. In addition, the Gas Authority will work with the Participating Member to establish and fund a rebate program in accordance with Exhibit B, attached hereto.

The Participating Member hereby agrees to pay its appropriate NGC Program Costs in accordance with Exhibit A as well as any individual costs allocable only to the Participating Member.

### 5. Indemnification

The Participating Member hereby agrees that, to the extent permitted by law, it will indemnify and hold the Gas Authority, including its board, staff and employees, as well as the Program Staff, and the other NGC Program Participating Members (collectively, "Indemnified Parties"), harmless from and against any and all losses, costs, liabilities, damages and expenses (including without limitation attorneys' fees and expenses) sustained by said Participating Member of any kind or nature as a result of, in whole or in part, any negligent action or failure to act on the part of the Indemnified Parties in

connection with the performance of failure to perform any service agreed to by said Participating Member pursuant to this Agreement.

6. Governing Law.

This Agreement will be governed by the laws of the State of Georgia.

7. Counterparts.

This Agreement may be executed in multiple counterparts, and any one of such counterparts will be considered an original hereof.

8. Relationship to Gas Supply Contracts.

The Agreement is a Supplemental Contract and the Services described herein are a Project under the Gas Supply Contract.

This the 11th day of December, 2023.

MUNICIPAL GAS AUTHORITY OF GEORGIA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PARTICIPATING MEMBER:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### MUNICIPAL GAS AUTHORITY OF GEORGIA

#### NGC ANNUAL BUDGET & RATE SCHEDULE

#### NGC SERVICE PLAN

CITY OF \_\_\_\_\_ ALEXANDER CITY \_\_\_\_\_

#### Description of Services:

In collaboration with Alexander City, Natural Gas Connection delivers a convenient solution for all natural gas necessities. Our services include appliance purchases and installations, offering zero-interest financing options and rebates. We also provide expert installation, repair services for appliances, and efficient gas service setup, ensuring a seamless experience for residents." Below is a list of additional services offered to Alexander City through Natural Gas Connection.

- Onboarding and training an NGC Participating Member employee on:
  - Product knowledge
  - Order processing
  - Operational procedures:
- Assistance in developing a merchandising showroom (Note: showroom construction cost to be determined and paid for by Alexander City):
  - Featuring natural gas appliances
  - Showcasing marketing materials
- Efficient call-center support guarantees direct interaction with live sales representatives
- Access to an advanced technology platform:
  - E-commerce portal for appliance purchases
  - Financing application capabilities
  - Installation scheduling
  - Rebate request facilitation
- Utilization of asset management software (KloudGin):
  - Inventory management
  - Product procurement
  - Work order completion
- Aid in establishing a local contractor network:
  - Gas Authority Regional Manager and East Central Alabama Gas District NGC Specialist to assist in building contractor network
  - Support for appliance installations
  - NGC Participating Member employee to facilitate scheduling of installation between customer and contractor

- Creation of a customized 12-month marketing program:
  - This includes but is not limited to digital, traditional, and local marketing activities.
    - Digital marketing activities include social media, search engine marketing, display advertising, and retargeting tactics
    - Traditional media activities include bill inserts, direct mail postcards, newspaper, radio, and billboards
    - Local marketing activities include event sponsorships, chamber of commerce, athletic sponsorships, community events
- Provide comprehensive reporting on:
  - Growth Report
  - Marketing Campaign Reports

Participating Members

Meters (Billing Units)

City of Alexander City

2,974

NGC Program Billing Rate:

\$ 1,292.20 per month

**EXHIBIT B**

MUNICIPAL GAS AUTHORITY OF GEORGIA  
CITY OF [insert name] NGC REBATE PROGRAM  
Program Year \_\_\_\_\_

Annual Rebate Program Amount \$ \_\_\_\_\_

Monthly Billing Amount \$ \_\_\_\_\_

The Gas Authority will add the Monthly Billing Amount to the Participating Member's Gas Supply Invoice each month. The funds will be collected and used exclusively to fund the Participating Member's Rebate Program. The Participating Member may amend the Program Amount at any point throughout the year to ensure an adequate level of funding to support its specific Rebate Program.

**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement By and Between the State of Alabama and the City of Alexander City, Alabama, Project No. LRSI-6224, CPMS Reference No. 100077752 at a Cost not to Exceed \$12,861.60

**WHEREAS**, the City of Alexander City (City) and the State of Alabama (State) desire to cooperate for a project for installation of guardrail and guardrail end anchors at two (2) sites located at 8<sup>th</sup> Avenue and Hillabee Street; and

**WHEREAS**, the total cost of this project is \$128,616.00, requiring a 10% match by the City; and

**WHEREAS**, \$12,861.60 will be paid from the city’s gas tax fund; and

**WHEREAS**, Federal funds of \$115,754.40 will be paid from the Local Roads Safety Initiative/High Risk Rural Road funds.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City that the mayor is hereby authorized to enter into an agreement by and between the State of Alabama and the City of Alexander City, Alabama, Project No. LRSI-6224, CPMS Reference No. 100077752.

**ADOPTED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

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

**AUTHENTICATED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis “Woody” Baird  
Mayor

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

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

**CONSTRUCTION  
AGREEMENT  
FOR A  
LOCAL ROADS SAFETY INITIATIVE PROGRAM  
PROJECT**

**BETWEEN THE STATE OF ALABAMA  
AND  
CITY OF ALEXANDER CITY**

**Guardrail and Guardrail End Anchors at 2 Sites  
Site 1: 8<sup>th</sup> Avenue  
Site 2: Hillabee Street**

**Project No. LRSI-6224(\_\_\_\_)  
CPMS Reference No. 100077752**

**PART ONE (1): INTRODUCTION**

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Alexander City, Alabama, (FEIN 63-6001177) hereinafter referred to as the CITY.

**WHEREAS**, the STATE and the CITY desire to cooperate for a project for installation of Guardrail and Guardrail End Anchors at 2 sites; Site 1: 8<sup>th</sup> Avenue and Site 2: Hillabee Street Project No. LRSI-6224(\_\_\_\_); CPMS Reference No. 100077752.

**NOW, THEREFORE**, it is mutually agreed between the STATE and the CITY as follows:

**PART TWO (2): FUNDING PROVISIONS**

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent Local Roads Safety Initiative/High Risk Rural Roads (LRSI/HRRR) funds with 10 percent CITY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY Federal Aid funds, if available, and from CITY funds unless approved in writing by the STATE. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 90 percent of eligible LRSI/HRRR project costs.
- B. **Estimated Cost:** The estimated cost and participation by the various parties is as follows:

		ESTIMATED COSTS
LRSI	Funds	\$ 115,754.40
CITY Funds – 10%		\$ <u>12,861.60</u>
TOTAL (Incl CE&I & Indirect Cost)		\$ 128,616.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY. The project shall be advanced to authorization by the end of the fiscal year, unless approved in writing by the State. The CITY agrees that the STATE may unilaterally extend the time of the agreement.

### **PART THREE (3): PROJECT SERVICES**

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order

to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

#### **PART FOUR (4): CONTRACT PROVISIONS**

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement. For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid. For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE. For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.” The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.
- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State

will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The CITY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the CITY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.  
For all claims not subject to Ala. Code § 11-93-2 (1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its officers, officials, agents, servants, and employees.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the portion of the project work on CITY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

#### **PART FIVE (5): ACCOUNTING PROVISIONS**

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.  
All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts,



vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

#### **PART SIX (6): MISCELLANEOUS PROVISIONS**

- A. By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement 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 26. 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 be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

RESOLUTION NUMBER

BE IT RESOLVED, by the City of Alexander City as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Installation of Guardrail and Guardrail End Anchors at 2 sites; Site 1: 8<sup>th</sup> Avenue and Site 2: Hillabee Street; Project No. LRSI-6224(     ); CPMS Reference No. 100077752.**

Which agreement is before this Council and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Alexander City, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that such resolution is of record in the Minute Book of the City,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk

(AFFIX SEAL)

**EXHIBIT A**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

**Policy.** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

**Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.**

**EXHIBIT E**

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

## EXHIBIT H

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**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

**EXHIBIT H**

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

**b. Nondiscrimination**

**In accordance with** Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

**c. Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

**d. Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.



**EXHIBIT H**  
**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

**EXHIBIT H**

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

**CITY'S CERTIFICATIONS**

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

**EXHIBIT M**

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**RESOLUTION**

To Authorize the Mayor to Enter into a Municipal Pole Use Agreement by and Between the City of Alexander City Utilities and Crown Castle Fiber, LLC

**WHEREAS**, Licensee, a telecommunications carrier as defined in 47 U.S.C. § 153(51), intends to install Licensee Facilities upon certain Licensor Facilities; and

**WHEREAS**, subject to applicable Laws, Licensor desires to grant access to Licensee on a non-exclusive basis for installation of Licensee Facilities on Licensor Facilities subject to the terms and conditions of this Agreement.

**WHEREAS**, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the attached document.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Alexander City that the mayor is hereby authorized to enter into an agreement Crown Castle Fiber, LLC.

**ADOPTED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

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

**AUTHENTICATED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis “Woody” Baird  
Mayor

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

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

**RESOLUTION**

To Appoint Councilor \_\_\_\_\_ to the Alexander City Comprehensive Steering Committee

**WHEREAS**, the City Council of the City of Alexander City adopted resolution 2023-116 on October 16, 2023 to enter into an agreement with Place Associates; and

**WHEREAS**, it has been determined that a Comprehensive Steering Committee would be beneficial to the comprehensive plan being formed; and

**WHEREAS**, the committee would like to have representation from a member of the City Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City hereby appoints \_\_\_\_\_ to the Alexander City Comprehensive Steering Committee.

**ADOPTED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

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

**AUTHENTICATED THIS 2<sup>ND</sup> DAY OF JANUARY, 2024.**

\_\_\_\_\_  
**By:** Stephanie J. Southerland  
City Clerk

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis “Woody” Baird  
Mayor

Yeas:

Nays: