



## Regular Council Meeting Agenda

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281 James D. Nabors Drive  
Council Chambers of Municipal Complex  
Monday, June 3, 2024 --- Meeting at 5:30 p.m.

**Call to Order:** Council President Colvin

**CACC President Lynn and Robin Calvert to address the governing body.**

**Opening Prayer:** Pastor Adam Wade, Lifepoint Church

**Pledge of Allegiance:** Council President Pro Tempore Hardy

**Roll Call:**

**Approval of Minutes:** May 20, 2024 Work Session  
May 20, 2024 Regular Meeting

**Approval of Agenda:** June 3, 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:**

**Public Hearing:** None

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

**Proclamation:** None

**Unfinished Business:** None

**New Business:**

**1. ORDINANCE:** To Revise City Council District Lines to Conform with the 2020 Census.  
(Sponsored By: Council President Colvin)

**2. RESOLUTION:** To Re-Appoint Fred Norris and Sheralyn Belyeu to the Library Board. (Sponsored By: Councilor Tapley)

**3. RESOLUTION:** To Approve Two (2) Temporary Easements Between the City of Alexander City and Chad & Karen Kison and Cindy McGhee for Remediation of Storm Water Runoff. (Sponsored By: Council President Pro Tempore Hardy)

**4. RESOLUTION:** To Authorize a Variance on a Sign to be Placed at 6068 Highway 63 South.  
(Sponsored By: Councilor Chris Brown)

**5. RESOLUTION:** To Update the Organizational Chart and Amend the Fiscal Year 2024 Personnel Authorization List. (Sponsored By: Mayor Baird)

**6. RESOLUTION:** To Authorize the Execution of an Amendment to that Certain Gas Supply Contract Between the Municipal Gas Authority of Georgia and the Public Energy Authority of Kentucky Authorizing the Gas Authority to Accept a Discount Below the Minimum Discount Specified in the Gas Supply Contract in Connection with the Reset of the Available Discount in Peak's Gas Prepayment Project; and Addressing Related Matters. (Sponsored By: Councilor Keel)

**7. RESOLUTION:** To Allow Reimbursement to the City of Alexander City for the Electrical Substation at a Cost not to Exceed \$8,000,000.00. (Sponsored By: Mayor Baird)

**Public Comments (3 minutes per speaker):** Please step to the podium and state your name and address for the record.

**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 and City Council meetings are scheduled for  
Monday, June 17<sup>th</sup>, 2024 at 4:30 and 5:30 p.m.**

## ORDINANCE

To Amend the Code of Ordinances for the City of Alexander City, Alabama,  
§ 34-2 (b), Council Districts

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

that Chapter 34 of the Alexander City Code of Ordinances is hereby amended as follows:

§ 34-2 (b) – Council Districts

### COUNCIL DISTRICT 1

At a point of beginning, being the intersection of Jefferson Street (AL HWY 63) , 11<sup>th</sup> Avenue North, and O Street, run southwardly along 11<sup>th</sup> Avenue North to Tallapoosa Street (AL HWY 22); run northeast along Tallapoosa Street to 13<sup>th</sup> Ave North; run south along 13<sup>th</sup> Ave North to Maynard Street; run east along Maynard Street to Mask Avenue; run south along Mask Avenue to Hillabee Street; run southwest along Hillabee to Scott Road; run southeast along Scott Road to 1<sup>st</sup> Street; run west along 1<sup>st</sup> Street to 10<sup>th</sup> Avenue; run north along 10<sup>th</sup> Avenue to Hillabee Street; run westerly along Hillabee Street to Coley Street; run east on Coley Street to Hall Street; run north along Hall Street to Lamar Street; run northwardly along Lamar Street to Highland Street; run northwardly along Highland Street to Johnson Street; run west on Johnson Street to Milton Nunn Drive; run north along Milton Nunn Drive to Jefferson Street; run northeast on Jefferson Street to L Street; run north along L Street to N Street; run west along N Street to J Street; run south along J Street to Alfred Cooper Street; run west along Alfred Cooper Street to I Street; run south on I Street to Martin Luther King Jr Boulevard; run west along Martin Luther King Jr Boulevard which turns into E Street; continue west along E Street to North Central Avenue; run northwardly along North Central Avenue to the City Limits; run east 4,700 feet +/- ; continue north along the city limits for 2,700 feet +/-; continue west along the city limits for 1900 feet +/-; continue north along the city limits for 1,300 feet +/-; continue west along the city limits for 600 feet +/-; continue north along the city limits for 4,000 feet +/-; continue east along the city limits for 600 feet +/-; continue north along the city limits for 1,450 feet +/- to North Central Avenue; run westwardly along North Central Avenue to the city limits; run north along the city limits for 1,900 feet +/-; continue east along the city limits for 2,650 feet +/-; continue south along the city limits 3,200 feet +/-; continue east along the city limits for 1,300 feet +/-; continue south along the city limits for 1,300 feet +/-; continue east along the city limits for 9,000 feet +/- to Whortleberry Creek; run southwardly along Whortleberry Creek to Sunny Level Cutoff; run northwest along Sunny Level Cutoff to Jefferson Street; run south along Jefferson Street to Jones Road; run east along Jones Road to Whortleberry Creek; run southwardly along Whortleberry Creek to Parrish Street; run west along Parrish Street to Jefferson Street; run southwest along Jefferson Street to the point of beginning.

### COUNCIL DISTRICT 2

At a point of beginning, being the intersection of Hillabee Street and Tallapoosa Street, run westwardly along Calhoun Street to Main Street; run north along Main Street to Green Street; run northwest along Green Street to North Central Avenue; run north along North Central Avenue to Lafayette Street; run west along Lafayette Street to Old Kellyton Road; run northwest along Old Kellyton Road to 15<sup>th</sup> Street W; run southwest along 15<sup>th</sup> Street W to Washington Street; run southeast along Washington Street to Robinson Road; run southwest along Robinson Road to Poplar Road; run south along Poplar Road to Oak Street W; run southwest along Oak Street W to US Highway 280; run northwest along US Highway 280 to Springhill Road; run south along Springhill Road to Alabama Highway 22 W; run southwest along Alabama Highway 22 W to Harold Creek; run northwardly along Harold Creek to the Alexander City limits; run north along the city limits for 2,600 feet +/-; continue east along the city limits for 4,000 feet +/-; continue north along the city limits for 15,800 feet +/-; continue east along the city limits for 10,000 feet +/- to a point where the city limits intersect North Central Avenue; run southwardly along North Central Avenue to E Street; run east along E Street to I Street; run north along I Street to Alfred Cooper Street; run east along Alfred Cooper Street to J Street; run north along J Street to N Street; run east along N Street to L Street; run south along L Street to Jefferson Street (AL HWY 63); run southwest along Jefferson Street to Milton Nunn Drive; run south along Milton Nunn Drive to Johnson Street; run east along Johnson Street to Highland Street; run southwest along Highland Street to Lamar Street; run southwest along Lamar Street to Hall Street; run south along Hall Street to Coley Street; run

west along Coley Street to Hillabee Street; run southeast along Hillabee Street to the point of beginning.

### COUNCIL DISTRICT 3

At a point of beginning, being the intersection of Hillabee Street and Tallapoosa Street, run westwardly along Calhoun Street to Main Street; run north along Main Street to Green Street; run northwest along Green Street to North Central Avenue; run north along North Central Avenue to Lafayette Street; run west along Lafayette Street to Old Kellyton Road; run northwest along Old Kellyton Road to 15<sup>th</sup> Street W; run southwest along 15<sup>th</sup> Street W to Washington Street; run southeast along Washington Street to Robinson Road; run southwest along Robinson Road to Poplar Road; run south along Poplar Road to Oak Street W; run southwest along Oak Street W to US Highway 280; run northwest along US Highway 280 to Springhill Road; run south along Springhill Road to Alabama Highway 22 W; run northeast along Alabama Highway 22 W to Russell Road; run east along Russell Road to 1<sup>st</sup> Way; run south along 1<sup>st</sup> Way to Joseph Street; run east along Joseph Street to Cherokee Road; run northwest along Cherokee Road to Marshall Street; run east along Marshall Street to Willow Drive; run east along Willow Drive to East Pine Street; run north along East Pine Street to Verbena Street; run east along Verbena Street to Willow Street; run along Willow Street until it circles into Verbena Avenue; run east along Verbena Avenue to Comer Street; run north along Comer Street to 6<sup>th</sup> Street; run east along 6<sup>th</sup> Street to 10<sup>th</sup> Avenue; run north along 10<sup>th</sup> Avenue to Hillabee Street; run northwestwardly along Hillabee Street to the point of beginning.

### COUNCIL DISTRICT 4

At a point of beginning, being the intersection of Jefferson Street (AL HWY 63) , 11<sup>th</sup> Avenue North, and O Street, run southwardly along 11<sup>th</sup> Avenue North to Tallapoosa Street (AL HWY 22); run northeast along Tallapoosa Street to 13<sup>th</sup> Ave North; run south along 13<sup>th</sup> Ave North to Maynard Street; run east along Maynard Street to Mask Avenue; run south along Mask Avenue to Hillabee Street; run southwest along Hillabee to Scott Road; run southeast along Scott Road to Sanders Road; run southwest along Sanders Road to the Central of Georgia Railroad; run along the Central of Georgia Railroad to the city limits of Alexander City, Alabama; run north along the city limits for 900 feet +/- to Creek Road; run southwest on Creek Road following the city limits until the city limits turn north; continue north along the city limits for 23,400 feet +/-; continue west along the city limits for 5,600 feet +/- to Whortleberry Creek; run southwardly along Whortleberry Creek to Sunny Level Cutoff; run northwest along Sunny Level Cutoff to Jefferson Street; run south along Jefferson Street to Jones Road; run east along Jones Road to Whortleberry Creek; run southwardly along Whortleberry Creek to Parrish Street; run west along Parrish Street to Jefferson Street; run southwest along Jefferson Street to the point of beginning.

### COUNCIL DISTRICT 5

At a point of beginning, being the westmost intersection of the city limits of Alexander City, Alabama and Alabama Highway 22 W, run northeast along Alabama Highway 22 W to Russell Road; run east along Russell Road to 1<sup>st</sup> Way; run south along 1<sup>st</sup> Way to Joseph Street; run east along Joseph Street to Cherokee Road; run northwest along Cherokee Road to Marshall Street; run east along Marshall Street to Willow Drive; run east along Willow Drive to East Pine Street; run north along East Pine Street to Verbena Street; run east along Verbena Street to Willow Street; run along Willow Street until it circles into Verbena Avenue; run east along Verbena Avenue to Comer Street; run north along Comer Street to 6<sup>th</sup> Street; run east along 6<sup>th</sup> Street to 10<sup>th</sup> Avenue; run north along 10<sup>th</sup> Avenue to 1<sup>st</sup> Street; run east along 1<sup>st</sup> Street to Scott Road; run southeast along Scott Road to Sanders Road; run southwest along Sanders Road to Dadeville Road; run northwest along Dadeville Road to Airport Road; run west along Airport Road to Cherokee Road (Alabama Highway 63 S); run south along Cherokee Road (Alabama Highway 63 S) to the city limits of Alexander City, Alabama (Elkahatchee Creek); run northwestwardly along Elkahatchee Creek until the city limits turn northward; run north along the city limits to Elkahatchee Road; run northeast along Elkahatchee Road until the city limits turn westward; run west along the city limits for 1,200 feet +/-; run north along the city limits for 2,700 feet +/-; run west along the city limits for 7,700 feet to the point of beginning.

COUNCIL DISTRICT 6 A district consisting of five parts.

#### PART 1 (West of Lake Martin)

At a point of beginning, being the intersection of Sanders Road and the Central of Georgia Railroad, run east along the Central of Georgia Railroad to the 491 foot elevation contour of Lake Martin; run southwardly and westwardly along the 491 foot elevation contour of Lake

Martin to Alabama Highway 63 S; run north along Alabama Highway 63 S to Airport Drive; run east along Airport Drive to Dadeville Road; run south along Dadeville Road to Sanders Road; run northeast along Sanders Road to the point of beginning.

#### PART 2 (Wind Creek)

At a point of beginning, being the northeast corner of Section 28, T-22-N, R-21E, Tallapoosa County, Alabama and being the city limits of Alexander City, Alabama, run west along the city limits 2,620 feet +/-; run south along the city limits 4,000 feet +/-; run east along the city limits 1,300 feet +/-; run south along the city limits 1,650 feet +/-; run east along the city limits 1,600 feet +/- to Alabama Highway 128; run east along Alabama Highway 128 for 2,000 feet +/- until the city limits turn south; run south along the city limits 3,925 feet +/-; run east along the city limits 2,600 feet +/-; run north along the city limits 1,250 feet +/-; run east along the city limits 400 feet to the 491 foot elevation contour of Lake Martin; run northwardly along the 491 foot contour of Lake Martin to a point that is the northeast corner of the SE ¼ of the SE ¼ of Section 22, T-22-N, R-21-E, Tallapoosa County, Alabama; thence south along the city limits 2,600 feet +/-; run west along the city limits 1,250 feet +/-; run south along the city limits 1,250 feet +/-; run west along the city limits 4,000 feet +/-; run north along the city limits 2,800 feet +/- to the point of beginning.

#### PART 3 (East of Lake Martin)

At a point of beginning, being the southeast corner of the SW ¼ of the SW ¼ of Section 16, T-22-N, R-22E, Tallapoosa County, Alabama and being the city limits of Alexander City, Alabama, run north along the city limits for 2,600 feet +/-; run west along the city limits for 1,400 feet +/-; run north along the city limits for 2,000 feet +/- to the 491 foot elevation contour of Lake Martin; run southwardly along the 491 foot contour line to a point 150 feet +/- south of a point that is the southwest corner of the SE ¼ of the SE ¼ of Section 20, T-22-N, R-22-E, Tallapoosa County, Alabama; run east along the city limits for 1,700 feet +/-; run north along the city limits for 4,000 feet +/-; run east along the city limits for 500 feet +/- to the intersection of Midway Estates Road and Midway Cut-thru Road; run south along Midway Estates Road for 300 feet +/- to the city limits of Alexander City; run southeast along the city limits for 500 feet +/-; run northeast along the city limits for 250 feet +/-; run northwest along the city limits for 350 feet +/-; run northeast along the city limits for 350 feet +/-; run north along the city limits for 110 feet +/-; run northwest along the city limits for 325 feet +/-; run northeast along the city limits for 700 feet +/-; run north along the city limits for 200 feet +/- to the point of beginning.

#### PART 4 (Wicker Point)

At a point of beginning, being the southeast corner of Section 15, T-21-N, R-21-E, Tallapoosa County, Alabama and being the city limits of Alexander City, Alabama, run north along the city limits for 3,900 feet +/-; run east along the city limits for 2,800 feet to the 491 foot elevation contour of Lake Martin; run southwardly along the 491 foot elevation contour to a point 400 feet +/- north of the southwest corner of the SE ¼ of the SW ¼ of Section 24, T-21-N, R-21-E, Tallapoosa County, Alabama; run south along the city limits for 800 feet +/-; run west along the city limits 8,100 feet +/- to Alabama Highway 63; run north along Alabama Highway 63 to a point that is 1,00 feet +/- north of and 650 feet west of the southeast corner of Section 22, T-21-N, R-21-E, Tallapoosa County, Alabama; run east along the city limits for 300 feet +/-; run northwardly along the city limits for 300 feet +/-; run west along the city limits for 175 feet +/- to Alabama Highway 63; run north along Alabama Highway 63 to a point that is 1,700 feet +/- north of and 600 feet west of the southeast corner of Section 22, T-21-N, R-21-E, Tallapoosa County, Alabama; run east along the city limits for 750 feet +/-; run south along the city limits for 500 feet +/-; run east along the city limits for 1,300 feet +/-; run north along the city limits for 1,300 feet +/-; run west along the city limits for 1,800 feet +/- to a point on Speake Road; run north along Speake Road to a point that is 3,500 feet +/- north of and 75 feet +/- east of the southeast corner of Section 22, T-21-N, R-21-E, Tallapoosa County, Alabama; run west along the city limits for 700 feet +/- to Alabama Highway 63; run north along Alabama Highway 63 to a point 1,000 feet +/- west of the southeast corner of Section 15, T-21-N, R-21-E, Tallapoosa County, Alabama; run east along the city limits to the point of beginning.

#### PART 5 (Sturdivant)

At a point of beginning that is 100 feet +/- south of the southeast corner of Section 9, T-22-N, R-22-E, Tallapoosa County, Alabama, run north along the city limits of Alexander City, Alabama 3,500 feet +/- to the Central of Georgia Railroad; run west along the Central of Georgia Railroad to the 491 foot elevation contour of Lake Martin; run southeastwardly along the 491 foot elevation contour of Lake Martin to a point 1,500 feet +/- north of the southwest corner of Section 9, T-22-N, R-22-E, Tallapoosa County, Alabama; run south 1,600 feet +/- to a

point 100 feet +/- south of the southwest corner of Section 9, T-22-N, R-22-E, Tallapoosa County, Alabama; run east to the point of beginning.

The purpose of this amendment is to incorporate all annexed properties and make equitable each district based on the 2020 census.

Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance is 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 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**AUTHENTICATED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis "Woody" Baird  
Mayor

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

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

Publication Date: \_\_\_\_\_, 2024

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 3, 2024 by the City Council of the City of Alexander City, Alabama.

This, 3<sup>rd</sup> day of June, 2024

\_\_\_\_\_  
Stephanie J. Southerland  
City Clerk

**SEAL**

2

**RESOLUTION**

To Re-Appoint Fred Norris and Sheralyn Belyeu to the Library Board

**WHEREAS**, there will be two (2) vacancies on the Library Board on June 30, 2024 due to the term expiration of Fred Norris and Sheralyn Belyeu; and

**WHEREAS**, § 11-90-2, Code of Alabama, 1975, as amended requires the City Council to appoint members of the Library Board; and

**WHEREAS**, Fred Norris and Sheralyn Belyeu do wish to continue their service.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Alexander City, Alabama, that Fred Norris and Sheralyn Belyeu are hereby re-appointed to fill said vacancies effective July 1, 2024, and said terms shall expire on June 30, 2028, or until a successor is duly qualified and appointed.

**ADOPTED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**AUTHENTICATED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**APPROVED:**

\_\_\_\_\_  
**By:** Curtis "Woody" Baird  
Mayor

Yeas:

Nays:

**RESOLUTION**

To Authorize the Mayor to Enter into Two (2) Temporary Easements Between  
the City of Alexander City and Chad & Karen Kison and Cindy McGhee  
for Remediation of Storm Water Runoff

**WHEREAS**, the City of Alexander City is in need of improving drainage of the road on  
Maplewood Lane; and

**WHEREAS**, the city can manage the run-off by clearing a damming, and possibly  
trapping and removing of a beaver(s); and

**WHEREAS**, the clearing will require city access onto private property owned by Chad  
& Karen Kison and Cindy McGhee.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of  
Alexander City hereby authorizes the mayor to enter into the temporary work easement, as  
attached, with Chad & Karen Kison and Cindy McGhee and the authority to execute any and all  
documents as necessary to provide said easement.

**BE IT FURTHER RESOLVED** that there is no guarantee that the city's efforts will  
alleviate the drainage issues, but will maintain open communication with the property owners.

**ADOPTED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**AUTHENTICATED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**APPROVED:**

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**By:** Curtis "Woody" Baird  
Mayor

Yeas:

Nays:



3

# Temporary Work Easement for Water Drainage Maintenance and Improvements

And

## Hold Harmless Agreement

This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Chad Kison and Karen Kison (hereinafter referred to as "Property Owners") and the City of Alexander City, an Alabama municipal corporation (hereinafter referred to as "the City") as follows:

The City is in the process of alleviating and/or improving the drainage of run-off storm water downstream and upstream by the removal of damming and vegetation overgrowth, likely caused by a beaver(s), at a private residence located at 539 Maplewood Lane, Alexander City, AL (hereinafter referred to as the "Project"). The removal of the damming and vegetation overgrowth, as well as the trapping and removal of a beaver(s) will improve drainage of run-off storm water downstream and upstream of the affected area. It is necessary for the City, its employees, agents and/or contractors to be able to access the Property Owners' property to successfully complete the Project.

Upon completion, the Project will be beneficial to the City of Alexander City and the citizens who reside or own a business in the area of the Project.

### Agreement

#### **1. Easement:**

The Property Owners do hereby grant a temporary easement/easement(s) which will be located at the back of said property and will be approximately 12 feet wide to the City, its employees, agents and/or third-party contractors for the sole purpose of performing work on the Property Owners' property which will assist in the City's Project to alleviate and improve the drainage of run-off storm water at 539 Maplewood Lane, Alexander City, AL. The temporary easement shall cease at the completion of the Project.

The Property Owners state that they have the authority to grant the temporary easements for this limited project.

#### **2. Hold Harmless:**

The Property Owners agree to release and hold harmless any and all damages to the Property Owners' property as a result of the City's work on said property except for any damages caused by the negligence or willful misconduct/wantonness.

#### **3. Scope of Work:**

The City, its employees, agents and/or contractors shall perform the following on Property Owners' property: cut a path entering at the backside of the property with the intention of removal of the damming and vegetation overgrowth, as well as the trapping and removal of the beaver(s) will improve drainage of run-off storm water downstream and upstream of the affected area; restore property to suitable conditions upon completion of Project.

The City shall undertake reasonable efforts to minimize any disruption caused by the work on the Property Owners' property. The Property Owners understand that the City is performing this work for the purpose of maintaining stormwater management and drainage at this location and areas affected.

**4. No Guarantees:**

The Property Owners understand and acknowledge that the City does not guarantee the outcome of the drainage work or the complete elimination of drainage issues. The City reserves the right to suspend, terminate, or modify work for any reason. The Property Owners hold the City, its employees, agents or contractors harmless if the work does not alleviate the present issues at the location of the work.

**5. Notice and Communication:**

All parties agree to maintain open communication regarding the work to be performed, the schedule, and any potential issues that may arise during the project.

**6. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of Alabama.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Temporary Work Easement and Hold Harmless Agreement as of the date first above written.

**CITY OF ALEXANDER CITY, ALABAMA**

\_\_\_\_\_  
**By: CURTIS "WOODY" BAIRD, Its Mayor**

**Attest:**

\_\_\_\_\_  
**Stephanie Southerland, Its City Clerk**

**(SEAL)**

**Temporary Work Easement for Water Drainage Maintenance and  
Improvements  
And  
Hold Harmless Agreement**

This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Cindy M. McGhee (hereinafter referred to as "Property Owner") and the City of Alexander City, an Alabama municipal corporation (hereinafter referred to as "the City") as follows:

The City is in the process of alleviating and/or improving the drainage of run-off storm water downstream and upstream by the removal of damming and vegetation overgrowth, likely caused by a beaver(s), on privately owned property located at Block D lots 1-8 Maplewood Lane, Alexander City, AL (hereinafter referred to as the "Project"). The removal of the damming and vegetation overgrowth, as well as the trapping and removal of a beaver(s) will improve drainage of run-off storm water downstream and upstream of the affected area. It is necessary for the City, its employees, agents and/or contractors to be able to access the Property Owner's property to successfully complete the Project.

Upon completion, the Project will be beneficial to the City of Alexander City and the citizens who reside or own a business in the area of the Project.

**Agreement**

**1. Easement:**

The Property Owner does hereby grant a temporary easement/easement(s) which will be located at the back of said property and will be approximately 12 feet wide to the City, its employees, agents and/or third-party contractors for the sole purpose of performing work on the Property Owner's property which will assist in the City's Project to alleviate and improve the drainage of run-off storm water at Block D lots 1-8 Maplewood Lane, Alexander City, AL. The temporary easement shall cease at the completion of the Project.

The Property Owner states that he/she has the authority to grant the temporary easements for this limited project.

**2. Hold Harmless:**

The Property Owner agrees to release and hold harmless any and all damages to the Property Owner's property as a result of the City's work on said property except for any damages caused by the negligence or willful misconduct/wantonness.

**3. Scope of Work:**

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The City, its employees, agents and/or contractors shall perform the following on Property Owner's property: cut a path entering at the backside of the property with the intention of removal of the damming and vegetation overgrowth, as well as the trapping and removal of the beaver(s) will improve drainage of run-off storm water downstream and upstream of the affected area; restore property to suitable conditions upon completion of Project.

The City shall undertake reasonable efforts to minimize any disruption caused by the work on the Property Owner's property. The Property Owner understands that the City is performing this work for the purpose of maintaining stormwater management and drainage at this location and areas affected.

**4. No Guarantees:**

The Property Owner understands and acknowledges that the City does not guarantee the outcome of the drainage work or the complete elimination of drainage issues. The City reserves the right to suspend, terminate, or modify work for any reason. The Property Owner holds the City, its employees, agents or contractors harmless if the work does not alleviate the present issues at the location of the work.

**5. Notice and Communication:**

All parties agree to maintain open communication regarding the work to be performed, the schedule, and any potential issues that may arise during the project.

**6. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of Alabama.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Temporary Work Easement and Hold Harmless Agreement as of the date first above written.

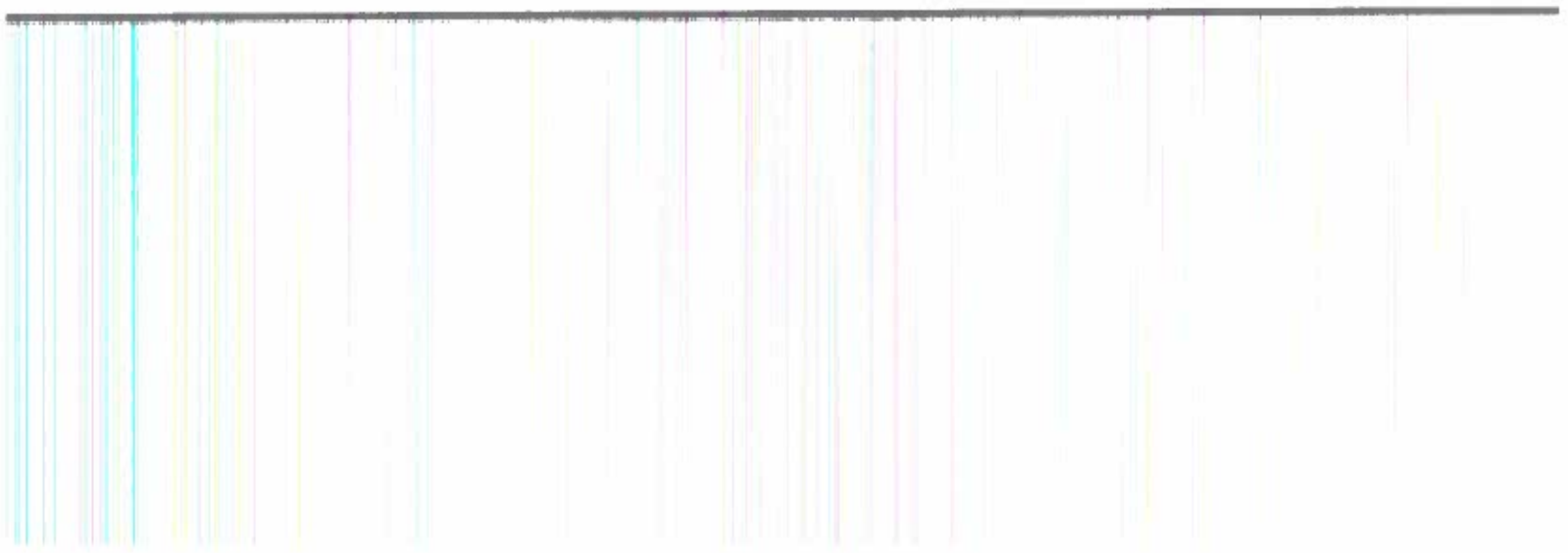
**CITY OF ALEXANDER CITY, ALABAMA**

\_\_\_\_\_  
**By: CURTIS "WOODY" BAIRD, Its Mayor**

**Attest:**

\_\_\_\_\_  
**Stephanie Southerland, Its City Clerk**

**(SEAL)**



**RESOLUTION**

To Authorize a Variance on a Sign to be Placed at 6068 Highway 63 South

**WHEREAS**, the City of Alexander City Zoning Ordinance, 2016, Article IV: Special Use Provisions, § 7.8, C. designates the size requirements for all freestanding signs; and

**WHEREAS**, the City Council may authorize a variance for signs over one-hundred (100) square feet; and

**WHEREAS**, Steve Presley and Sign Source have requested a variance for a sign that will be no greater than one-hundred fifty (150) square feet, advertising six (6) businesses.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby approves the sign variance as attached.

**ADOPTED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**AUTHENTICATED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**APPROVED:**

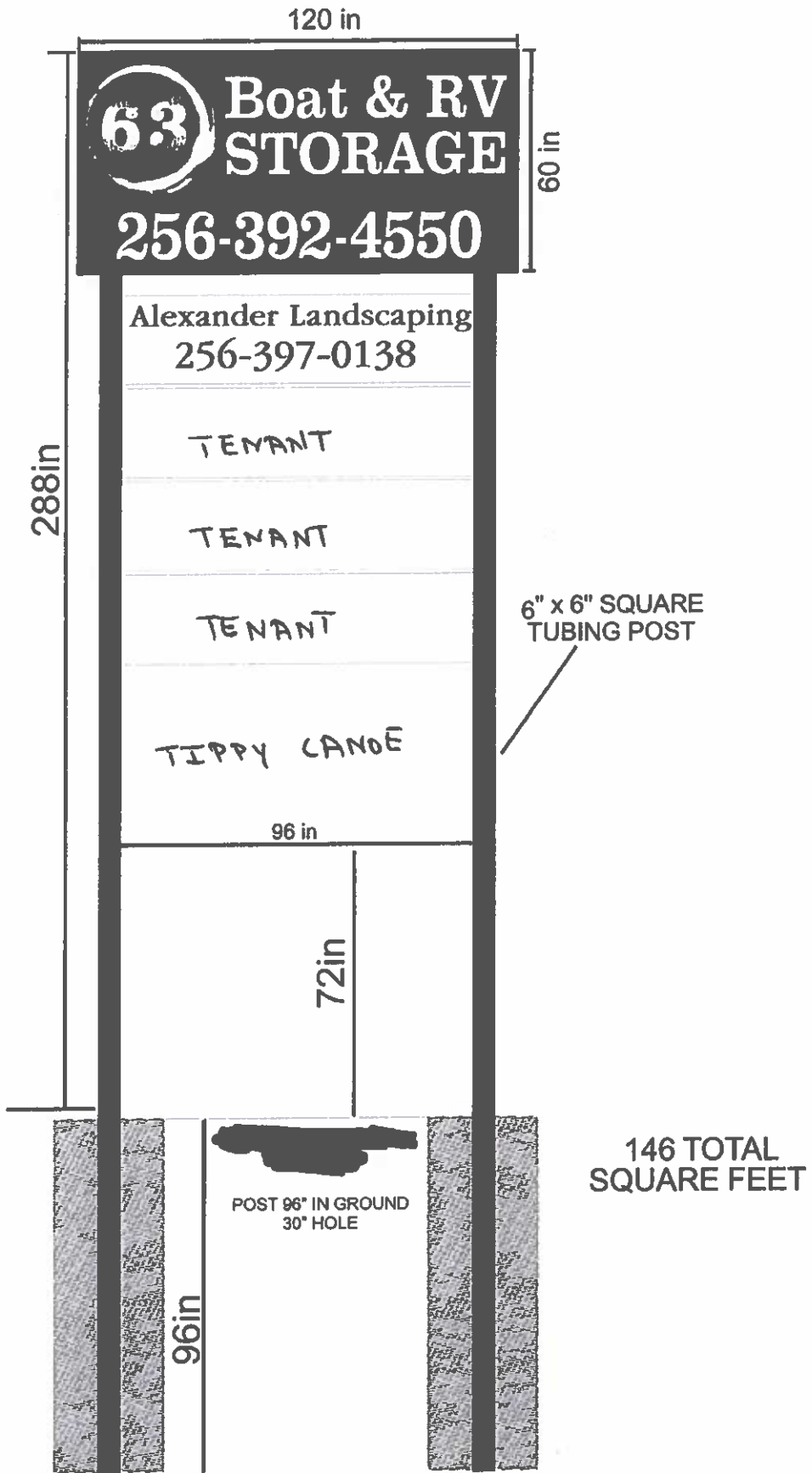
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**By:** Curtis “Woody” Baird  
Mayor

Yeas:

Nays:

4



**RESOLUTION**

To Update the Organizational Chart and Amend the FY24 Personnel Authorization List

**WHEREAS**, the Mayor and City Council of the City of Alexander City, Alabama recognize the importance of ensuring the optimal functioning of municipal departments to best serve the community; and

**WHEREAS**, periodic review of organizational structure is essential to identify opportunities for efficiency and effectiveness improvements; and

**WHEREAS**, aligning departments with complementary functions can streamline processes and enhance communication; and

**WHEREAS**, after careful analysis and consideration, it has been determined that relocating the Meters and Utility Collections Departments under the Finance Department can achieve these objectives.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City, Alabama, that the City’s organizational chart be updated as presented in “Exhibit A”.

**BE IT FURTHER RESOLVED** that the FY24 Personnel Authorization List is hereby amended to restore the following formerly authorized position:

<b>Sub Department</b>	<b>Title</b>	<b>Grade</b>
Meters	Supervisor	15

**ADOPTED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**AUTHENTICATED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**APPROVED:**

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

Yeas:

Nays:



# MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Kristin Joiner, Human Resources Director

**DATE:** 5/24/2024

**SUBJECT:** Proposed Reorganization

The Utilities Collection Manager has given notice of his intent to retire at the end of July 2024. In preparation for his departure, the Finance Director and I have interviewed the Manager as well as an employee from each position in his area of responsibility to gain a better understanding of how these positions interact with each other as well as other departments and the public. Based on our findings it is recommended that the following reorganization be implemented as soon as possible:

- Move all existing positions in Meters and Utilities Collections under the Finance Department;
- Assign these employees to report to the existing Revenue Manager position. Hold on replacing the Utilities Collection Manager position until a later date if deemed necessary;
- Hire a Meters Supervisor to streamline communication, assume service requests and work orders, investigate complaints, evaluate route efficiency, training, technical meter advancement, etc.

These changes are recommended in order to:

- Ensure best practices with City financial functions;
- Provide opportunities for cross-training in areas such as collections and billing;
- Enhance efficiency and improve customer service.

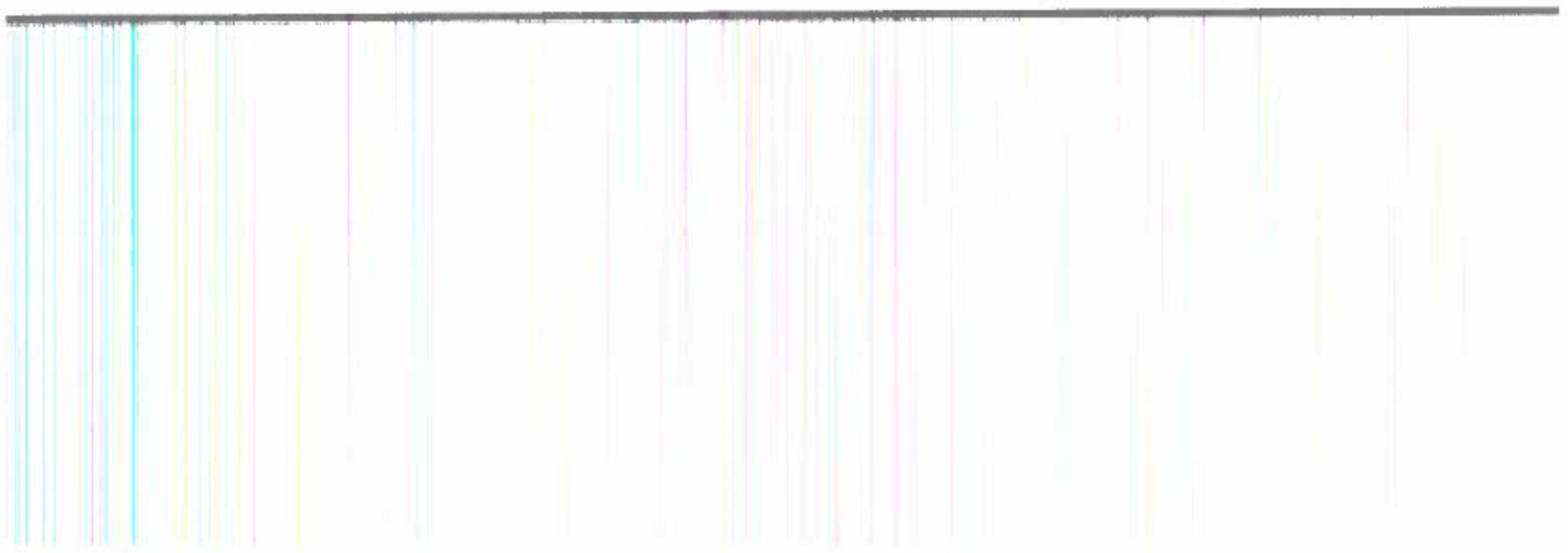
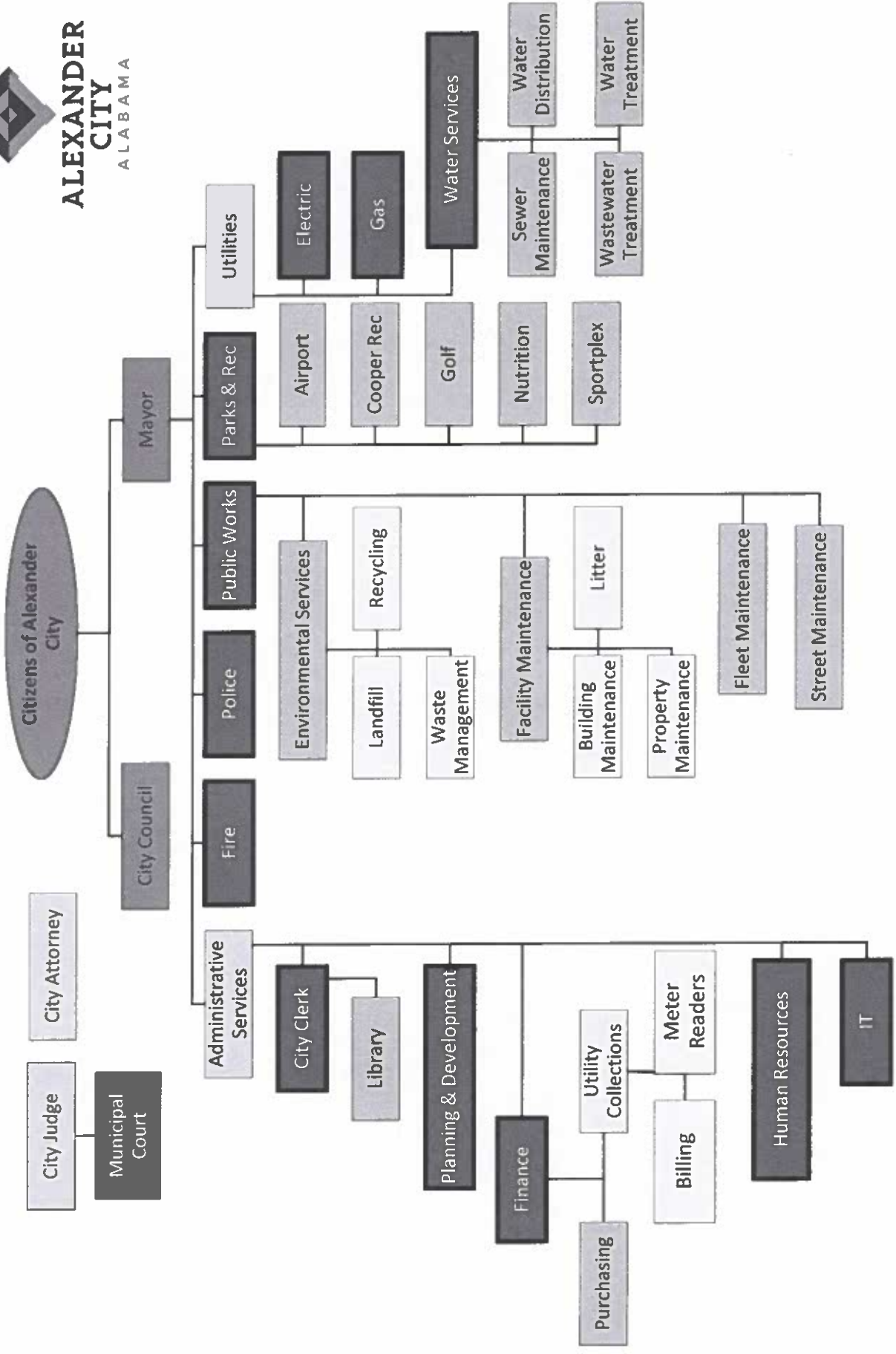




Exhibit A



**RESOLUTION**

**TO AUTHORIZE THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN GAS SUPPLY CONTRACT BETWEEN THE MUNICIPAL GAS AUTHORITY OF GEORGIA (“GAS AUTHORITY”) AND THE PUBLIC ENERGY AUTHORITY OF KENTUCKY (“PEAK”); AUTHORIZING THE GAS AUTHORITY TO ACCEPT A DISCOUNT BELOW THE MINIMUM DISCOUNT SPECIFIED IN THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE RESET OF THE AVAILABLE DISCOUNT IN PEAK’S GAS PREPAYMENT PROJECT; AND ADDRESSING RELATED MATTERS**

**WHEREAS**, the City of Alexander City, Alabama (the "City"), is a body politic and corporate, municipal corporation and unit of local government of the State of Alabama; and

**WHEREAS**, the City owns and operates a municipal gas distribution utility and is authorized to acquire, purchase, transport, store and manage supplies of gas necessary to meet the requirements of the residential, commercial and industrial customers served by such utility; and

**WHEREAS**, the Public Energy Authority of Kentucky (“PEAK”), which was formed pursuant to the Natural Gas Acquisition Authority Act, KRS 353.400 to 353.410, has acquired long-term natural gas supplies from BP Energy Company ("BPEC"), for resale to the City and certain other public gas distribution systems that elected to contract with PEAK for a portion of the gas purchased from BPEC (the "Prepaid Project"); and

**WHEREAS**, in order to fund the prepayment of gas supplies in connection with the Prepaid Project, PEAK has issued its Gas Supply Revenue Bonds, Series 2018 B (the “Series 2018 B Bonds”); and

**WHEREAS**, the City and PEAK executed that certain Gas Supply Contract dated as of September 1, 2018 (the “Supply Contract”) providing for the sale and purchase of gas supplies from the Prepaid Project and capitalized terms used and not defined in this resolution shall have the meanings assigned to them in the Supply Contract; and ; and

**WHEREAS**, the Supply Contract has been assigned to the Municipal Gas Authority of Georgia (the “Gas Authority”) effective as of April 1, 2020 pursuant to that certain Assignment and Assumption by and between Buyer and Alexander City dated as of April 1, 2020; and

**WHEREAS**, Gas purchased under the Supply Contract will be resold to the City pursuant to that certain Gas Supply Contract, dated as of April 1, 2020, between Alexander City and the Gas Authority (“Gas Authority Supply Contract”); and

**WHEREAS**, the Supply Contract provides for the periodic re-calculation of the Available Discount for Reset Periods subsequent to the Initial Reset Period pursuant to procedures and parameters set forth in a Repricing Agreement between PEAK and BPEC; and

**WHEREAS**, the Initial Reset Period expires on November 30, 2024 and pursuant to the Repricing Agreement the amount of the Available Discount and the length of the Reset Period during which the Available Discount will be in effect will be determined; and

**WHEREAS**, PEAK is in discussions with BPEC in connection with the optimal approach to structuring the refunding of the Series 2018 B Bonds and is considering different options which affect the Available Discount for the Reset Period, including different options for the term and discount to be available during the Reset Period; and

**WHEREAS**, certain of those options may require an Amendment to the Supply Contract, while others may not;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Alexander City, Alabama that:

1. The Gas Authority, is hereby authorized to (a) respond to all notices provided by PEAK with respect to the estimated Available Discount, the final Available Discount and the Reset Period, including the Remarketing Notice, pursuant to the Supply Contract, and (b) enter into an amendment to the Supply Contract between the City and PEAK, if necessary and appropriate, to reflect such changes to the Supply Contract as shall be necessary or desirable in structuring the best resolution of the Reset Period options that may be available to PEAK under the Repricing Agreement, as described in the following section of this resolution.
2. The Gas Authority is hereby delegated full authority to effectuate a continuation of the transaction for the Reset Period from among the options that may be available, including but not limited to: (i) accepting an Available Discount for the next Reset Period (as determined under the Repricing Agreement) that is less than the Minimum Discount specified in the Supply Contract, but in no case less than \$0.15 per MMBtu to the City; (ii) extending the Delivery Period in the Supply Contract for up to an additional seventy-two (72) months with purchases at least equal to the daily contract quantity in effect in Year 30 of the Supply Contract during such extended Delivery Period.
3. The Mayor and Director of Utilities are hereby authorized to execute any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the amendment to the Supply Contract or the establishment of a new Reset Period for the Prepaid Project.

**THIS** resolution shall take effect immediately upon its adoption and shall be effective for all decisions that may be made for the upcoming Reset Period under the Supply Contract and for the finalization of any amendments to the Supply Contract in order to effectuate the refunding of PEAK's Series 2018 B Bonds.

All resolutions or portions thereof inconsistent with this Resolution are hereby repealed and superseded.



P.O. Box 299  
225 Sixth Street  
Carrollton, Kentucky 41008

April 4, 2024

**Re: Reset of Economics for PEAK 2018B Prepay Transaction**

Dear PEAK 2018B Project Participant:

The reset of the economics for the PEAK 2018B prepay transaction is approaching. Under our Gas Supply Contract, the currently-effective Discount of 25 cents/MMBtu will end with gas deliveries on November 30, 2024. PEAK will seek to issue refunding bonds as early as June of this year with a potential closing in early July. If the early summer window does not produce a market opportunity, we will continue to pursue opportunities throughout the fall. If PEAK is ultimately successful in its efforts, a new Discount will be established for gas deliveries beginning December 1, 2024 and continuing through the next bond put date (the "Reset Period").

If the Minimum Discount of 20 cents/MMBtu is achieved for the upcoming Reset Period, your contract will continue by its terms and PEAK will deliver gas with the new Discount for the Reset Period. If the Minimum Discount is not achieved, you will have the option of either continuing to purchase gas at a lesser discount or request that PEAK remarket those quantities for the duration of the Reset Period.

In order to be prepared to take advantage of market opportunities we are reaching out now and requesting your input on potential approaches to maximize savings and other scenarios that could arise in connection with the establishment of the upcoming Reset Period.

Specifically, we request your consideration of the following options and response to following questions:

1. **Extension of the Gas Supply Contract.** We believe that an extension of the Gas Supply Contract back to a 30-year term (*i.e.*, through November 30, 2054) under current market conditions would produce approximately 10-12 cents of additional savings above what can be achieved without extending the agreement. This approach is contingent on current market conditions holding firm through the pricing of the PEAK refunding bonds and having enough interest from the Project Participants. Furthermore, assuming there is sufficient interest, this approach will require an amendment to our existing Gas Supply Contract.
  - a. Do you believe your Governing Body would approve a contract amendment extending the Gas Supply Contract for these purposes? If so, when would you go to your board to obtain the required approvals? Please note that we would

need to have all approvals in hand by the end of May/early June in order to pursue an early summer transaction.

2. **Lower Discount vs. Remarketing.** While PEAK will attempt to achieve the best economics possible for the Reset Period, it is possible that market conditions will not support the 20 cent Minimum Discount specified in the Gas Supply Contract.
- a. Under these circumstances do you anticipate that you would prefer to accept the lower discount or have your volumes remarketed for the Reset Period?
  - b. Is there a discount level below 20 cents where you would continue to purchase gas as opposed to exercise the remarketing option? In considering this request, we note that any delivery point/index premiums, which have become common across the industry, are funded by the prepay transaction and will not be part of the price for delivered gas under the Gas Supply Contract.
  - c. Would you need any additional authorization to accept a lower discount under the Gas Sales Contract?

We appreciate your consideration of these items and look forward to working with you as we move toward the reset of the economics of the PEAK 2018B transaction. We request your response at your earliest convenience and, if possible, by no later than April 18, 2024.

Sincerely,

Gerald L. Ballinger

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of April 1, 2020, by and between the City of Alexander City, Alabama (the "City"), and the Municipal Gas Authority of Georgia ("Gas Authority").

RECITALS

WHEREAS, City is a new member of the Gas Authority and has entered into that certain Gas Supply Contract, dated as of April 1, 2020 ("Gas Supply Contract"), with the Gas Authority; and

WHEREAS, City has entered into a certain Gas Supply Contract with PUBLIC ENERGY AUTHORITY OF KENTUCKY ("PEAK"), dated as of September 1, 2018 ("Agreement"); and

WHEREAS, City and Gas Authority find it mutually beneficial and operationally efficient to assign from City to Gas Authority all of City's rights and obligations under the Agreement subject to the terms of this Assignment as Gas Authority has been established as the successor in interest to City in all respects except as provide herein; and

**A G R E E M E N T S**

NOW, THEREFORE, in consideration of the recitals and the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. City hereby assigns, transfers, and conveys to Gas Authority all of its right, title, and interest in, to, and under the Agreement, and delegates to Gas Authority all of its duties and obligations under the Agreement; provided however that City will remain contingently liable under such Agreement to the extent of any substantive failure by the Gas Authority to comply with the terms thereof.
2. Acceptance and Assumption. Gas Authority hereby accepts the foregoing assignment and expressly assumes, confirms, and agrees to perform and observe all of the covenants, agreements, terms, conditions, obligations, duties, and liabilities of City under the Agreement, including any future obligations set forth therein. From and after the date of this Assignment, Gas Authority is and will be bound by, and will enjoy the benefits of, the Agreements as if Gas Authority had been a party thereto from the original execution and delivery thereof, pursuant to the terms and conditions of the Agreement; provided however, gas received under the Agreement will be received on behalf of, and supplied to, City under the Gas Supply Contract.
3. Resigning Member Status. Notwithstanding anything else herein to the contrary, if the City elects Resigning Member Status as provided in the Gas Supply Contract, the Agreement will revert to City and the Gas Authority will assign and the City will assume the Agreement as if this Assignment had never been in effect and City had been a party thereto from the original execution and delivery thereof through the date of the City's "Resigning Member Status" designation.
4. Counterpart Execution. This Assignment may be executed in counterparts, each of which will be

fully effective as an original and all of which together will constitute one and the same instrument.

- 5. Governing Law. This Assignment will be governed by, interpreted, and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first above written.

City of Alexander, City, Alabama  
("City")

Attest:  
\_\_\_\_\_  
Title: Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

Municipal Gas Authority of Georgia  
("Gas Authority")

Attest:  
\_\_\_\_\_  
Title: Assistant Secretary-Treasurer

By: \_\_\_\_\_  
Name: Arthur C. Corbin  
Title: President and Chief Executive Officer

(Seal)

Acknowledged and Consented to by  
PUBLIC ENERGY AUTHORITY OF KENTUCKY:

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

## AMENDMENT TO GAS SUPPLY CONTRACT

This **AMENDMENT TO GAS SUPPLY CONTRACT** (this "**Amendment**") is entered into as of the 1st day of \_\_\_\_\_, 2024, by and between the Public Energy Authority of Kentucky, a Natural Gas Acquisition Authority formed under the Natural Gas Acquisition Authority Act of the Commonwealth of Kentucky ("**PEAK**") and the Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "**Buyer**"). **PEAK** and the **Buyer** may be referred to individually in this Amendment from time to time as a "**Party**" or collectively as the "**Parties**". Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Supply Contract referenced below.

WHEREAS, **PEAK** issued its Gas Supply Revenue Bonds, Series 2018B (the "**Series 2018B Bonds**"), pursuant to a Trust Indenture, dated as of September 1, 2018; and

WHEREAS, proceeds of the Series 2018B Bonds were applied by **PEAK** to purchase an approximately 30-year prepaid supply of natural gas (the "**Gas Supply**") from BP Energy Company ("**BPEC**"), as seller, pursuant to a Prepaid Natural Gas Purchase and Sale Agreement, dated as of September 25, 2018 (the "**Prepaid Gas Agreement**"); and

WHEREAS, in connection with its acquisition of the Gas Supply, **PEAK** and the City of Alexander City, Alabama ("**Alexander City**") entered into that certain Gas Supply Contract, dated as of September 1, 2018, providing for the sale of a portion of the Gas Supply by **PEAK** to Alexander City (the "**Supply Contract**"); and

WHEREAS, the Supply Contract has been assigned to **Buyer** effective as of April 1, 2020 pursuant to that certain Assignment and Assumption by and between **Buyer** and Alexander City dated as of April 1, 2020; and

WHEREAS, **PEAK** and Regions Bank, as Trustee will enter into a Trust Indenture, dated as of \_\_\_\_\_ 1, 2024, providing for the issuance of **PEAK**'s Gas Supply Revenue Refunding Bonds, 2024 Series B (the "**2024 Bonds**"); and

WHEREAS, a portion of the proceeds of the 2024 Bonds will be used by **PEAK** to prepay the costs of the acquisition of an additional supply of natural gas under the Prepaid Gas Agreement, a portion of which will be resold to the **Buyer** under the Supply Contract; and

WHEREAS, in connection with the issuance of the 2024 Bonds, **PEAK** and the **Buyer** have agreed to amend certain provisions of the Supply Contract as provided herein;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



**ARTICLE I  
AMENDMENTS TO SUPPLY CONTRACT**

Section 1.1. Amendment to Section 1.01. Section 1.01 of the Supply Contract is hereby amended by deleting the definitions of the term “*Delivery Period*” in its entirety and replacing it with the following.

“*Delivery Period*” shall mean April 1, 2019, through the earlier of [November 30, 2054] or an Early Termination Date.

Section 1.2. Amendment of Exhibit A – Daily Contract Quantity. The Supply Contract is hereby amended by deleting Exhibit A – Daily Contract Quantity thereto in its entirety and replacing it with a new Exhibit A in the form attached to this Amendment as Attachment A.

**ARTICLE II  
MISCELLANEOUS**

Section 2.1. Effect of Amendment. Except as otherwise amended by this Amendment, the Supply Contract shall be and remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy under the Supply Contract, nor constitute a waiver of any provision of the Supply Contract. PEAK and the Buyer hereby ratify and affirm all payment and performance obligations, contingent or otherwise, under the Supply Contract and acknowledge that the Supply Contract, as amended hereby, remains in full force and effect and is hereby ratified and affirmed.

Section 2.2. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, together with the Supply Contract and any prior amendments, constitute the entire contract between the Parties relating to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. The Parties agree that an electronic signature of a Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment.

Section 2.3. Governing Law. This Amendment and the rights and obligations of the Parties shall be interpreted and construed in accordance with the applicable laws of the State of New York, excluding conflicts of law principles which would refer to the laws of another jurisdiction; *provided* that the authority of each of Buyer and Seller to enter into and perform its obligations under this Amendment shall be determined in accordance with the laws of the state or commonwealth, as applicable, of formation of each Party.

Section 2.4. Closing. The consummation of the transactions contemplated in this Amendment (the "**Closing**") shall take place on or before \_\_\_\_\_, 2024 (such date of the Closing being the "**Closing Date**"). In the event that the Closing has not taken place by the end of the day on the Closing Date, this Amendment shall be void and of no force or effect and the Supply Contract shall remain in full force and effect as though the Amendment had not been entered into.

Section 2.5. Closing Deliverables. On or before the Closing Date, Buyer shall deliver to PEAK: (i) a completed and executed certificate of Buyer, in substantially the form attached as Attachment B to this Amendment; (ii) a certificate of the Secretary or Assistant Secretary or other duly authorized representative of Buyer setting forth (a) the resolution or ordinance of its governing body authorizing Buyer to execute and deliver this Amendment and to enter into the transactions contemplated hereby and any agreements relating thereto, in substantially the form attached as Attachment C to this Amendment (b) the appropriate individuals who are authorized to execute the Amendment and any such agreements, (c) specimen signatures of such authorized individuals, and (d) the organizational documents of Buyer, certified as being true and complete; and (iii) an opinion of counsel to the Buyer in substantially the form set forth in Attachment D to this Amendment; (iv) an opinion of counsel to the Participating Member in the form set forth in Attachment E; and (v) such other documents, certificates and opinions as may be reasonably requested by PEAK.

Section 2.6. Tax-Exempt Status of Bonds. Buyer acknowledges, agrees to and reaffirms its obligations set forth in Section 23.1 of the Supply Contract regarding to the tax-exempt status of the Bonds.

(Signatures appear on the following page)

**ATTACHMENT B**

**BUYER CERTIFICATE**

[Date of Closing], 2024

The undersigned hereby certifies that [he/she] is the [Title] of the [Entity] (“Buyer”), and that as such [he or she] is authorized to execute this certificate on behalf of Buyer. This certificate is executed in connection with that certain Amendment to the Gas Supply Contract, dated as of \_\_\_\_\_, 2024 (the “Amendment”), between Buyer and the Public Energy Authority of Kentucky (“PEAK” or “Seller”). The Amendment modifies that certain Gas Supply Contract between Buyer and Seller dated as of September 1, 2018 (the “Supply Contract”). Capitalized terms used and not otherwise defined in this Certificate have the meanings assigned to them in the Supply Contract.

Pursuant to the Trust Indenture, dated as of \_\_\_\_\_ 1, 2024, Seller will issue its Gas Supply Revenue Refunding Bonds, 2024 Series B (the “2024 Bonds”). A portion of the proceeds of the 2024 Bonds will be used by PEAK to prepay the costs of the acquisition of an additional supply of natural gas under the Prepaid Gas Agreement, a portion of which will be resold to the Buyer under the Supply Contract for resale to the Participating Member (as defined herein). In connection with the foregoing, Buyer hereby certifies and represents as follows:

1. Buyer is a Municipal Utility duly created and validly existing and in good standing under the laws of the Georgia (“State”) and has the corporate power and authority to enter into and perform its obligations under the Gas Supply Contract.
2. The Amendment has been duly authorized, executed and delivered by Buyer, is in full force and effect and constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms. Attached hereto as Annex A is a true, correct and complete copy of the resolution or ordinance of Buyer authorizing the execution and delivery of the Amendment.
3. I have reviewed the statements and information relating to Buyer and its wholesale operations attached as Annex B that are contained in the Preliminary Official Statement and final Official Statement prepared by the Seller in connection with the sale of the Bonds, as of the date hereof and to the best of my knowledge, such statements and information are true and correct in all material respects and did not and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
4. The authorization, execution and delivery of the Amendment and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of Buyer, any commitment, agreement, bond resolution, bond, note, indenture or other instrument to which Buyer is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which Buyer (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State relating to Buyer and its affairs, and (b) will not result in, or require the creation or imposition of, any Lien on any of the properties or revenues of Buyer pursuant to any of the foregoing.

5. There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or administrative body pending or, to the best of Buyer's knowledge, threatened, against Buyer which in any way affects or questions the validity or enforceability of any provision of the Amendment or the Supply Contract.
6. Buyer has entered into the Amendment for the purpose of acquiring additional long-term supply of Gas for resale to the Participating Member who will use the Gas (x) for sale to its Retail Customers, or (y) to produce electricity for sale to its Retail Customers.
7. Tax Certifications
  - a. Buyer understands that PEAK will issue the 2024 Bonds to finance prepayment of the purchase price payable by PEAK for the Gas to be sold and delivered to Buyer under the Gas Supply Contract. Buyer further understands and acknowledges that PEAK will issue the Bonds as tax-exempt obligations under Sections 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations promulgated thereunder (the "Regulations"). Sections 141-150 of the Code and the Regulations impose certain conditions and requirements on Buyer's use of the Gas purchased by it under the Gas Supply Contract (the "Gas Supply") in order to establish and maintain the tax exemption for interest on the Bonds. Buyer understands that the statements made herein will be relied upon by PEAK in its effort to comply with the conditions imposed by the Code and the Regulations, and by Bond Counsel in rendering its opinion with respect to the exclusion from gross income for federal income tax purposes of interest on the 2024 Bonds.
  - b. Definitions: For purposes of this Certificate:
    - i. "Testing Period" means calendar years 2019 through 2023.
    - ii. "Service Area" means (A) any area throughout which Buyer's Participating Member provided, at all times during (x) the Testing Period, and (y) the period immediately following the Testing Period and ending on the Issue Date, natural gas transmission or distribution services or electric energy distribution services, or (B) any area recognized as the natural gas or electric distribution service area of Buyer under state or federal law.
    - iii. "Issue Date" shall mean [Issue Date], 2024, the issue date of the 2024 Bonds.
    - iv. "Governmental Person" means a state or local governmental unit or any instrumentality thereof. It does not include the United States or any agency or instrumentality thereof.
    - v. "Retail Customer" shall mean a customer of the Participating Member located in the Service Area of the Buyer that purchases Gas or electricity, as applicable, for consumption and not for resale.
    - vi. "Nongovernmental Agency" means any Person other than a Governmental Person.
    - vii. "Participating Member" means the City of Alexander City, Alabama.

- viii. "Private Use" means use of property, directly or indirectly, in any trade or business carried on by any Person, or any activity of any Person other than a natural person, in each case excluding Governmental Persons, unless (1) such use is merely as a member of the general public, (2) such property is intended to be and is in fact reasonably available for use on the same basis as natural persons not engaged in a trade or business, and (3) no priority rights therein or special benefits therefrom are extended to such Person (other than customary and reasonable differences in rates and terms and conditions of service for different classes of users). For this purpose, property is considered to be "used" by a Person if it is owned by such Person or otherwise actually or beneficially used by such Person under a lease, management contract, output-type contract, or similar arrangement. For the avoidance of doubt, Private Use does not arise as a result of the receipt by a Nongovernmental Agency (including an industrial or commercial customer) of retail Gas service from Buyer under a generally applicable and uniformly applied tariff (including, for example, customary and reasonable differences in rates and terms and conditions of service for different classes of users). On the other hand, Private Use does arise, for example, if a Nongovernmental Agency receives retail Gas service for its trade or business from Buyer under a contract entered into between such Nongovernmental Agency and Buyer, other than bona fide requirements contracts satisfying the requirements of the Regulations.
- ix. "System" means the gas distribution utility or electricity distribution utility owned and operated by the Participating Member.
- c. In accordance with the requirements of Sections 141-150 of the Code and the Regulations, Buyer certifies as follows:
- i. Buyer is a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia created and existing pursuant to the provisions of Georgia law, organized under the laws of the State of Georgia.
  - ii. Buyer will resell all of the Gas acquired pursuant to the Supply Contract to the Participating Member for resale to Participating Member's retail Gas customers within the Participating Member's service area with such retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts.
  - iii. Attachment I hereto shows (A) the average annual amount of Gas either (x) sold by Participating Member to Retail Customers within its Service Area during the Testing Period, or (y) used by Participating Member to generate electricity for sale to Retail Customers within its Service Area during the Testing Period, (B) the maximum amount of Gas storage available to Participating Member on the date hereof, and (C) the amount of Gas that Participating Member has a right to acquire for its System from any Person in any year during the term of the Gas Supply Contract.
  - iv. Participating Member owns and operates the System and reasonably expects to use all of the Gas Supply solely to (x) furnish Gas to its Retail Customers located in its Service Area in the normal and customary operations of the System, or (y)

(D) Any arrangement that conveys to a Nongovernmental Agency priority rights or any other preferential benefits to use of the output of the System (other than customary and reasonable differences in rates and terms and conditions of service for different classes of users).

Participating Member will not use any of the types of contracts or arrangements described in A through D above without the prior written approval of PEAK and under PEAK's the written instruction, provided, however, that arrangements providing for the retail sale of Gas from the System to the general public (including private businesses as members of the general public) solely on the basis of rates or charges that are generally applicable and uniformly applied do not have to be reported to PEAK.

- 8. The undersigned has been duly authorized to execute and deliver this certificate on behalf of Buyer.

Dated as of the day and year first above written.

Municipal Gas Authority of Georgia

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

Name:

Title:

ACKNOWLEDGED, ACCEPTED AND AGREED to with respect to Participating Member information as of the date first written above:

The City of Alexander City, Alabama

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

Name:

Title:

**ATTACHMENT D**  
**FORM OF OPINION OF COUNSEL  
TO BUYER**

Date of Closing, 2024

Public Energy Authority of Kentucky  
Post Office Box 299  
516 Highland Avenue  
Carrollton, Kentucky 41008  
Attn: President and General Manager

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, NY 10036

The Bank of New York Mellon Trust Company, N.A  
The Financial Center  
505 North 20th Street, Suite 950  
Birmingham, AL 35203

BP Energy Company  
201 Helios Way  
Houston, TX 77079

Re: Gas Supply Contract between Public Energy Authority of  
Kentucky and Municipal Gas Authority of Georgia

Ladies and Gentlemen:

I am the duly appointed and acting \_\_\_ for and have acted as counsel to the Municipal Gas Authority of Georgia (“Buyer”) in connection with the Amendment to the Gas Supply Contract between Public Energy Authority of Kentucky (“PEAK”) and the Buyer dated as of [\_\_\_\_\_] 1, 2024. PEAK acquired a supply of natural gas (the “Gas Supply”) from BP Energy Company (“Supplier”) pursuant to the Prepaid Natural Gas Purchase and Sale Agreement, dated as of [\_\_\_\_\_] 2024, between Supplier and PEAK with the net proceeds of its Gas Supply Revenue Bonds 2024 Series B. PEAK will sell a portion of the Gas Supply to the Buyer under that certain Gas Supply Contract between PEAK and Buyer dated as of September 1, 2018, as amended (the “Gas Supply Contract”).

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning ascribed to them in the Gas Supply Contract.

In connection with this opinion, I have assumed the genuineness of all signatures (other than the signatures of officers and directors of the Buyer) and the authenticity of all items submitted to me as originals and the conformity with originals of all items submitted to me as copies, and I am aware of no

facts or circumstances that might indicate that these assumptions are not correct. I have further assumed the due authorization, execution and delivery of the Gas Supply Contract by PEAK. In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of the following:

- (a) Resolution No. \_\_, duly adopted by the governing body of Buyer on \_\_\_\_\_, 2024 (the "Resolution") authorizing Buyer to execute and deliver the Amendment to the Gas Supply Contract;
- (b) Executed counterparts of the Gas Supply Contract, together with each of the Exhibits thereto; and
- (c) Such other documents, information, and facts as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

- i. The Buyer is a \_\_\_\_\_ duly organized and validly existing under the laws of the state of \_\_\_\_\_ (the "State"), and has the power and authority to carry on its business as now being conducted, to execute, deliver, and perform under the Amendment and the Gas Supply Contract.
- ii. The governing body of the Buyer has duly authorized the execution and delivery of the Amendment and will not require, subsequent to the execution of the Amendment by the Buyer, any consent or approval of the governing body or any officers of the Buyer.
- iii. The Amendment constitutes the legal, valid, and binding obligation of the Buyer, enforceable in accordance with its terms. The Buyer complied with any applicable procurement requirements of State or local law prior to entering into the Amendment.
- iv. The authorization, execution and delivery of the Amendment and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of the Buyer, any commitment, agreement, bond resolution, bond, note, indenture or other instrument to which the Buyer is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which the Buyer (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State relating to the Buyer and its affairs, and (b) will not result in, or require the creation or imposition of, any Lien on any of the properties or revenues of the Buyer pursuant to any of the foregoing. The foregoing assumes that all payments under the Gas Supply Contract are operating expenses of the Buyer's municipal utility system, as described in the Gas Supply Contract.
- v. As of the date of the Amendment, to the best of my knowledge after due inquiry, there is no pending or threatened action or proceeding against or affecting the Buyer which in any way would



I have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. Alexander City is a body politic and corporate, municipal corporation and unit of local government of the State of Alabama and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Gas Authority Supply Contract.

2. The amendment to the Gas Supply Contract, by and through the Gas Authority, has been duly authorized by Alexander City and does not and will not require any further consent or approval of the governing body or any officers of Alexander City.

3. The Gas Authority Supply Contract is the legal, valid, and binding obligation of Alexander City, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion, (ii) the valid exercise of sovereign police powers of the State of Alabama and the constitutional powers of the United States of America, and (iii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted.

4. The amounts payable by Alexander City under the Gas Authority Supply Contract constitute and are payable as an operating expense of Alexander City.

5. The authorization, execution and delivery of the Amendment to the Gas Authority Supply Contract, and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Alexander City, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Alexander City (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Alexander City and its affairs, and (b) to my knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Alexander City pursuant to any of the foregoing.

6. Alexander City, to my knowledge, is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to my knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Alexander City is a party or to which Alexander City or any of its property or assets is otherwise subject, and to my knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in all cases as would impair Alexander City's ability to perform under the Gas Authority Supply Contract.

7. Payments to be made by Alexander City under the Gas Authority Supply Contract shall constitute operating expenses of Alexander City payable from the revenues and other available funds of Alexander City as a cost of purchased gas. The application of

the revenues and other available funds of Alexander City to make such payments is not subject to any prior lien, encumbrance or other restriction.

8. As of the date of this opinion, to the best of my knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Alexander City or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of the Gas Authority Supply Contract, nor to my knowledge is there any basis therefor.

This opinion is rendered solely for the use and benefit of the addressees listed above and may not be relied upon other than in connection with the transactions contemplated by the Amendment to the Gas Supply Contract and the Gas Authority Supply Contract, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

Very truly yours,

**RESOLUTION**

To Allow Reimbursement to the City of Alexander City for the Electrical Substation  
at a Cost not to Exceed \$8,000,000.00

**WHEREAS**, the City of Alexander City plans to build an electric substation; and

**WHEREAS**, needed funds for this project are included in the bond loan; and

**WHEREAS**, the funds need to be reimbursed to the city upon acquiring the loan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Alexander City, Alabama, that funds for the substation, in an amount not to exceed \$8,000,000.00 are hereby authorized to be reimbursed to the City of Alexander City.

**ADOPTED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**AUTHENTICATED THIS 3<sup>RD</sup> DAY OF JUNE, 2024.**

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

**APPROVED:**

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**By:** Curtis "Woody" Baird  
Mayor

Yeas:

Nays: