



Regular Council Meeting Agenda

281 James D. Nabors Drive
Council Chambers of Municipal Complex
Monday, June 17, 2024 --- Meeting at 5:30 p.m.

Call to Order: Council President Colvin

Opening Prayer: Held in Work Session

Pledge of Allegiance: Held in Work Session

Roll Call:

Approval of Minutes: June 3, 2024 Regular Meeting

Approval of Agenda: June 17, 2024

Reports from Council on Standing Committees:

Finance Committee: Council President Colvin
Public Safety Committee: Councilor Eric Brown
Utilities Committee: Mayor Baird
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: To Rezone Property Located at the Corner of Coven Abnett Highway and Highway 280 from RR (Reserve Residential) to B-2 (General Business). (Sponsored By: Councilor Chris Brown)

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

Proclamation:

Unfinished Business:

1. 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) (HELD from June 3, 2024)

New Business:

1. ORDINANCE: To Rezone Property Located at the Corner of Coven Abnett Highway and Highway 280 from RR (Reserve Residential) to B-2 (General Business). (Sponsored By: Councilor Chris Brown)

2. RESOLUTION: To Amend Resolution No. 2024-06, Adopted on January 16, 2024, to Include an Additional \$25,000.00 for Expanding Recreational Services. (Sponsored By: Councilor Tapley)

3. RESOLUTION: To Authorize the Mayor to Sign \$92,419.00 Grant Award Documents for the Gas Department. (Sponsored By: Mayor Baird)

4. RESOLUTION: To Authorize the Mayor to Apply for a Natural Gas Distribution Infrastructure Safety and Modernization 2024/2025 Grant Through a Grant Writing Service and Execute any and all Documents Related to a Grant Award (Sponsored By: Mayor Baird)

5. RESOLUTION: To Authorize the Mayor to Enter into an Agreement with Magnolia River for Engineering Services. (Sponsored By: Mayor Baird)

6. RESOLUTION: To Award Bid No. 24-15 to Gary Ingram Grading & Paving, Inc. for Street Paving and Rehabilitation at a Cost not to Exceed \$3,169,192.78. (Sponsored By: Council President Pro Tempore Hardy)

7. RESOLUTION: To Award Bid No. 24-17 to Hutchins Services, LLC and Rast Construction, Inc. for Water and Sewer System Labor and Equipment Assistance. (Sponsored By: Mayor Baird)

8. ORDINANCE: To Authorize the Issuance, Execution, Sale and Delivery of a \$7,658,482.00 Principal Amount General Obligation Refunding Warrant of the City of Alexander City for the Refinancing of the Alexander City Municipal Complex. (Sponsored By: Council President Colvin)

9. REQUEST: To Approve Retail Table Wine License (off premise only) to MAPCO Express Located at 1590 Highway 22 West. (Sponsored By: Council President Pro Tempore Hardy)

Public Comments (3 minutes per speaker):

Comments from the Mayor:

Comments from the Finance Director:

Comments from the City Clerk:

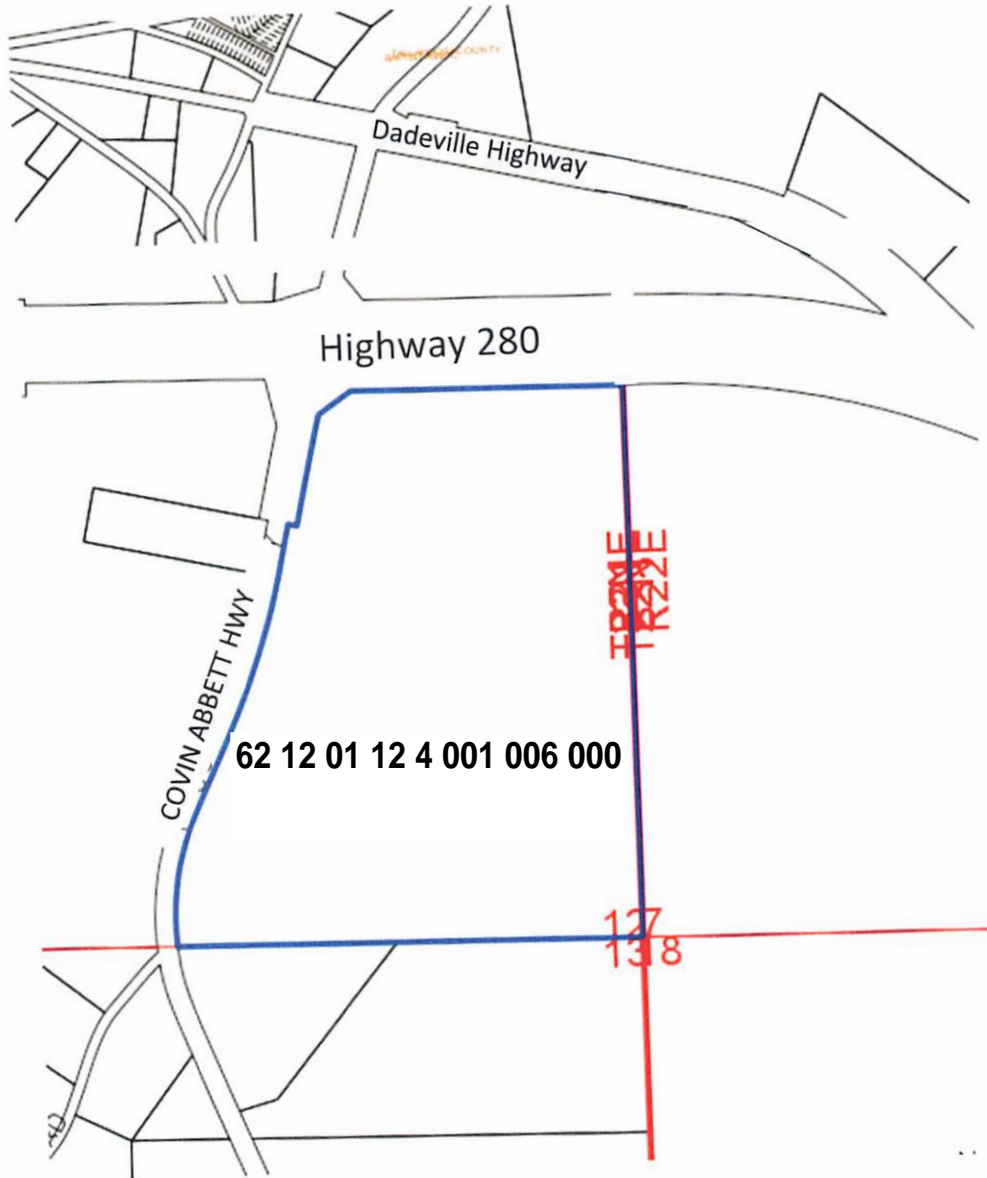
Comments from the Council:

Executive Session:

Adjournment:

The next City Council meeting is scheduled for Monday, July 1, 2024 at 5:30 p.m.

Public Hearing: To Rezone Property Located at the Corner of Coven Abbett Highway and Highway 280 from RR (Reserve Residential) to B-2 (General Business). (Sponsored By: Councilor Chris Brown)





CITY OF ALEXANDER CITY

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: ROMY STAMPS, FINANCE DIRECTOR
SUBJECT: RESOLUTION FOR REIMBURSEMENT
DATE: 6/13/2024

The Reimbursement Resolution allows the City to pay itself back for any expenses incurred before securing the desired funding for the substation project.

The City intends to issue bonds for the full financing of the project, however, due to lead times related to some of the major components required, it is necessary to order and secure the availability before the bond issue. This resolution allows us to reimburse ourselves for such expenditures.

The City currently has ample funds available to support the upfront costs; however, the expense would deplete our reserve and cause the funds to fall below the desired threshold. The reimbursement option will eliminate this issue.

Thanks!

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 3RD DAY OF JUNE, 2024.

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

AUTHENTICATED THIS 3RD DAY OF JUNE, 2024.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas:

Nays:

ORDINANCE

To Rezone Property Located at the Corner of Coven Abbett Highway and Highway 280 from RR (Reserve Residential) to B-2 (General Business)

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

THAT the zoning ordinance of the City of Alexander City and the zoning map will be amended to reclassify the parcel shown and described in Attachment “A” from RR (Reserve Residential) to B-2 (General Business); and

THAT this proposed ordinance and a synopsis were advertised for two (2) weeks in the Outlook, a newspaper of general circulation within the City Limits of the City of Alexander City, and that the City Council at its Public Hearing at 5:30 p.m. on June 17, 2024, did consider said proposed ordinance and that at such time and place all persons who desire did have an opportunity to be heard in favor of or in opposition to such ordinance.

ALL other items and provisions of the zoning ordinance not herein specifically amended shall remain in full force and effect.

THE amendments herein contained were considered and recommended by the City of Alexander City Planning Commission on May 7, 2024.

THIS ordinance shall become effective upon its passage and execution as provided by law.

ADOPTED THIS 17TH DAY OF JUNE, 2024.

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

AUTHENTICATED THIS 17TH 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 an Amended Agreement with the Tallapoosa County Commission to Accept American Rescue Plan Act Funds for the Purpose of Expanding Recreational Services

WHEREAS, the Tallapoosa County Commission (County) at its regular meeting on January 8, 2024 adopted a resolution authorizing the release of \$100,000.00 to the City of Alexander City (City); and

WHEREAS, the County has received a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) award under the American Rescue Plan Act (ARPA funds); and

WHEREAS, the County may use ARPA revenue replacement funds for government services; and

WHEREAS, in accordance with the provision of § 11-80-5, Code of Alabama, 1975, both the County and City are authorized to establish and furnish recreational, social and cultural facilities, services and programs; and

WHEREAS, the City is planning to expand recreational services for its citizens in the County through the construction and installation of a new Imagination Station; and

WHEREAS, the City Council of the City of Alexander City, Alabama, adopted resolution 2024-07 on January 16, 2024, authorizing the mayor to enter into an agreement to accept said funds; and

WHEREAS, the County has authorized an additional \$25,000.00 to the agreement.

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

ADOPTED THIS 17TH DAY OF JUNE, 2024.

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

AUTHENTICATED THIS 17TH 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 an Agreement with the U.S. Department of Transportation to Accept a \$92,419.00 Grant for Natural Gas Distribution Infrastructure

WHEREAS, the U.S. Department of Transportation has awarded the City of Alexander City, Alabama a \$92,419.00 grant; and

WHEREAS, said funds are to be used for natural gas distribution infrastructure improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City, Alabama, hereby authorizes the mayor to enter into an agreement with the U.S. Department of Transportation.

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

ADOPTED THIS 17TH DAY OF JUNE, 2024.

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

AUTHENTICATED THIS 17TH DAY OF JUNE, 2024.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas: Keel, Hardy, Colvin, C. Brown, Tapley

Nays: None

RESOLUTION BOOK 2024-



PRESIDENT JOE BIDEN

INVESTING IN AMERICA

Date 01-May-23 001

Pay to the Order of **Alexander City**

\$ **92,419.00**

Ninety-two thousand four hundred nineteen dollars

Dollars

Memo Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program

U.S. Department of Transportation



NOT FOR DEPOSIT - THIS IS NOT A CHECK

RESOLUTION

To Authorize the Mayor to Apply for a Natural Gas Distribution Infrastructure Safety and Modernization 2024/2025 Grant Through a Grant Writing Service and Execute any and all Documents Related to a Grant Award

WHEREAS, the Alexander City Gas Department would like to apply for a grant that would modernize existing infrastructure and/or related equipment; and

WHEREAS, said agreement for grant writing services will not exceed \$10,000.00 and is budgeted through Professional Services line item.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alexander City, Alabama hereby authorizes the mayor to apply for a Natural Gas Distribution Infrastructure Safety and Modernization 2024/2025 Grant.

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

ADOPTED THIS 17TH DAY OF JUNE, 2024.

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

AUTHENTICATED THIS 17TH 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 a Master Services Agreement with Magnolia River Services, Inc. for Natural Gas Project Services

WHEREAS, Magnolia River Services, Inc. has offered a contract for services for natural gas project services, as shown in Attachment A; and

WHEREAS, the cost for this service is based on project needs; and

WHEREAS, said fees will be paid from Capital or Professional Services budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorizes the mayor to enter into an agreement, shown as Attachment “A”, with Magnolia River Services, Inc.

ADOPTED THIS 17TH DAY OF JUNE, 2024.

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

AUTHENTICATED THIS 17TH DAY OF JUNE, 2024.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas:

Nays:

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (hereinbelow referred to as the “Agreement”) is made and entered into as of the ____ day of _____, 2024 (hereinbelow referred to as the “Effective Date”) by and between **Alexander City Gas Department**, an organization organized and existing under the laws of the State of Alabama (hereinbelow referred to as “Client”) and **Magnolia River Services, Inc.**, a corporation organized and existing under the laws of the State of Alabama (hereinbelow referred to as “Magnolia River”); Client and Magnolia River may hereinbelow be individually referred to as a “Party” and be collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Client desires to retain Magnolia River to provide certain “Services,” as that term is defined below, to Client, from time to time during the term of this Agreement, and Magnolia River desires to provide such Services on the terms and conditions contained in this Agreement;

NOW, THEREFORE, for and in consideration of the promises, agreements and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meanings given below:

“**Amendment**” shall mean a revision to or modification of this Agreement, which shall be in writing and shall be executed and delivered by both Magnolia River and Client.

“**Business Day**” shall mean every Day other than Saturday, Sunday or a legal holiday recognized by the State of Alabama.

“**Change**” shall have the meaning set forth in Section 2.08.

“**Client**” shall have the meaning set forth in the first paragraph of this Agreement.

“**Client Order**” or “**CO**” shall mean a written purchase order, work order, or task order issued by Client to Magnolia River under this Agreement and accepted or executed by Magnolia River, provided, however, that any pre-printed terms and conditions which may be reflected on the front or back of the Client Order or CO shall be deemed not to be part of said Client Order or CO and shall have no legal force or binding effect. Each Client Order or CO shall be incorporated by reference into this Agreement. A Sample CO is attached hereto as Exhibit 1.

“**Confidential Information**” shall mean all information or documents furnished orally, in written form, by electronic means, or by any other means which are marked by the disclosing Party as “Confidential” and/or “Proprietary” or, if not marked as “Confidential” and/or “Proprietary,” will still be deemed “Confidential Information” if it would logically be considered “Confidential” and/or “Proprietary” in view of its relationship to the whole disclosure. Information furnished orally, in written form, by electronic means, or by any other means which was identified by the disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the receiving Party as Confidential Information in accordance with this Agreement and any oral discussions or visual information not identified by the disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the receiving Party as Confidential Information provided such oral discussions or visual information are identified by the disclosing Party as confidential and/or proprietary in writing within fifteen (15) calendar days of the date of disclosure.

“**Day**” shall mean a calendar day, including Saturdays, Sundays, and holidays.

“**Effective Date**” shall have the meaning set forth in the first paragraph of this Agreement.

“Force Majeure” shall mean any act, event or condition that causes delay in or failure of the performance of obligations under this Agreement if the act, event or condition (i) is beyond the reasonable anticipation and control of the Party relying on it, (ii) is not the result of the willful misconduct or negligent act or omission of that Party (or any person or entity over whom that Party has control), and (iii) is not an act, event or condition, the risk or consequence of which that Party has expressly assumed under this Agreement, and then only to the extent the same cannot be cured, remedied, avoided or otherwise overcome by the prompt exercise of reasonable diligence by the Party relying on it. For the avoidance of doubt, Force Majeure shall not include any shortage of labor, materials, equipment, supplies or transportation other than as defined in sub-part (e) below, and shall not include changes in general economic conditions such as inflation, interest rates or other factors of general application. To the extent that the following acts, events and conditions fall within the foregoing limitations, they will fall within the definition of Force Majeure:

- (a) Acts of God, floods, hurricanes, tornadoes, earthquakes, lightning and other extreme natural calamities;
- (b) War, riot, strikes or work stoppages, insurrection, acts of a public enemy, acts of terrorism, civil commotion, rebellion and acts of armed force;
- (c) Acts or inaction of any duly constituted government or judicial authority; however, an enforcement action by a regulatory agency against a Party that results from noncompliance with a regulatory requirement of such agency and does not cause a delay in receiving a regulatory approval from such agency pursuant to the Work under this Agreement shall not constitute an act of Force Majeure;
- (d) Explosions, fires, thefts, accidents, sabotage and other similar events causing damage to or destruction in whole or in part of the equipment or property necessary to perform the Work;
- (e) Delays in obtaining goods or Services from any subcontractor caused solely by the occurrence of any of the events described in the immediately preceding sub-parts (a) through (d).

“Government Authority” shall mean any federal, state, city, county, local, municipal or foreign government, authority or body or any department, agency, subdivision, court or other tribunal of any of the foregoing.

“Laws” shall mean all statutes, laws, codes, ordinances, orders, judgments, decrees, injunctions, licenses, rules, permits, approvals, agreements, and regulations, including all applicable codes, standards, rules and regulations of any Government Authority, as applicable.

“Magnolia River” shall have the meaning set forth in the first paragraph of this Agreement.

“Service Rates” shall mean the rates set forth from time to time for Services provided by Magnolia River which shall be agreed to in writing by Client and attached hereto as an Exhibit or Schedule, and which by this reference are incorporated herein and made a part hereof.

“Services” shall mean all labor, services, materials, equipment, tools, vehicles, transportation, storage, design, engineering, procurement, preparation, installation, equipping, testing, training and other things and action necessary to provide the Services in accordance with the applicable Client Order and this Agreement, and includes all Services provided hereunder by Magnolia River’s subcontractors. The Parties acknowledge and agree that the Services do not include Magnolia River’s packaged software, FlowGIS, or any elements thereof, or any tailored version thereof, or any other packaged software offered by Magnolia River, the use of which shall be governed by the applicable End User License Agreement (“EULA”) and/or Software-as-a-Service Agreement (“SaaS”) whether such EULA and/or SaaS is in writing or in electronic form.

“Source Materials” shall mean the information necessary for Magnolia River to properly perform the Services including, but not limited to, information referenced in a CO or other document that references this Agreement and any other data provided by Client including softcopy and hardcopy materials.

“Work” shall mean the supply of Services and any associated deliverables pursuant to this Agreement or any CO.

“Work-In-Progress” shall mean Services that have commenced but have not been completed.

Article 2 SERVICES

Section 2.01 Services. Client shall order the Services by issuing to Magnolia River a CO which shall describe all or portions of the Services to be performed. Each CO shall specify the Services being ordered, the required delivery date(s), specifications, technical requirements, the appropriate Schedule A that contains the Service Rates (if applicable), and any other pertinent information required. This Agreement is not to be construed as an order for and does not establish any commitment or contractual obligation on the part of Client to purchase Services from Magnolia River or any commitment or contractual obligation on the part of Magnolia River to provide any Services. Such a commitment shall only be created by the execution of a specific CO by both Client and Magnolia River.

Section 2.02 Applicable Terms. Magnolia River shall provide the Services in accordance with the terms and conditions of this Agreement and each CO, including specifications and schedules set forth therein. Any CO issued hereunder shall be governed solely by the provisions of this Agreement and any specification and other additional provisions as may be set forth in writing in such CO, which shall be deemed to be subject to this Agreement as if issued pursuant hereto. The terms of this Agreement and any CO issued hereunder shall be read to be complementary. In the event of an irreconcilable conflict, the following shall be the order of priority: (i) the terms and conditions set forth in this Agreement; (ii) the terms and conditions of the CO including any exhibit(s), schedule(s), or specification incorporated into the CO (but excluding the pre-printed terms and conditions on the front or back thereof); and (iii) any mutually agreed upon specification.

Section 2.03 Conduct of Services. Client agrees to provide working space and facilities, and any other services and materials Magnolia River or its personnel may reasonably request in order to perform the Services. The Services shall be performed in a workmanlike and professional manner by employees or subcontractors of Magnolia River having a level of skill commensurate with the requirements of the Services to be performed. Magnolia River shall make sure its personnel working in Client's facilities shall at all times observe the security and safety policies of Client.

Section 2.04 Method of Performing Services. The Parties acknowledge and agree that Client, unless otherwise specified in a CO, shall have no right to control the manner, means, or method by which Magnolia River performs the Services. Rather, Client only shall be entitled to direct Magnolia River with respect to the elements of the Services to be performed by Magnolia River and the results to be derived by Client. Client may review and assess the performance of the Services by Magnolia River for the limited purposes of assuring that the Services have been performed and confirming that the results were satisfactory.

Section 2.05 Source Materials. Client will provide Magnolia River with the Source Materials necessary for the Services to be performed. Magnolia River may rely on the accuracy of Source Materials.

- (a) Should Magnolia River determine that relevant information is missing from the provided Source Materials and the missing information is essential for Magnolia River to be able to proceed with completion of the Work, Magnolia River will notify Client and request direction before proceeding further with the Work. Client may provide the missing information or authorize Magnolia River to perform additional work to obtain the missing information. Client shall not be liable for any additional costs associated with any missing data unless Client pre-approves such costs in writing.
- (b) Should Magnolia River discover that the Source Materials contain inaccuracies, then Client must either correct inaccuracies or provide new data before Magnolia River will proceed with the completion of the Work. Magnolia River will notify Client of the inaccuracies and the effect upon its performance of the Work before proceeding further with the Work. Upon notification, Client may either:

- (i) replace the defective Source Materials; or
 - (ii) increase the amount to be paid to Magnolia River under the applicable CO to cover the cost of correcting the inaccuracies; or
 - (iii) waive or change the affected requirements and direct Magnolia River in writing to proceed based on the existing Source Material. Client shall not be liable for any additional costs associated with any inaccurate Source Materials unless Client pre-approves such costs in writing.
- (c) Any delay in obtaining direction or authorization from Client will be deemed an excusable delay.

Section 2.06 Risk of Loss. The risk of loss to goods and Services supplied hereunder shall pass to Client upon delivery to Client at the delivery point.

Section 2.07 Inspection and Acceptance.

- (a) Client or its representatives may from time to time wish to review Magnolia River's performance hereunder. Magnolia River agrees to fully cooperate with such activities and to allow reasonable access to its facilities and those of its subcontractors at all reasonable times for these purposes.
- (b) If any goods provided or any Services performed by Magnolia River hereunder do not conform to Client's requirements, Client may, within thirty (30) Days after such non-conformance, notify Magnolia River in writing. If Client has not provided such notification within thirty (30) Days of receipt of the non-conforming goods and/or Services, they shall be deemed accepted.

Section 2.08 Change Request. Client may at any time request a change to a CO in writing to Magnolia River ("Change"). If Magnolia River determines that the Change or any other instruction or decision made by Client would affect the cost of goods or the Services to be performed, Magnolia River will within ten (10) Days after receipt of such request give written notice to Client of the proposed cost adjustment. Client will respond to Magnolia River within ten (10) Days after receipt of the proposed cost adjustment. Any Change or cost adjustment must be signed by both Parties to be binding and shall be incorporated by reference into this Agreement.

Section 2.09 Ownership of FlowGIS and other packaged software of Magnolia River. The parties acknowledge and agree that the Services do not include and the Client shall have no rights under this Agreement to any of Magnolia River's products under GeoCurrent, the technology division of Magnolia River, or the packaged software, FlowGIS, or any elements thereof, or any tailored version thereof, or any other packaged software offered by Magnolia River, the use of which shall be governed by: (1) the applicable End User License Agreement ("EULA") and/or Software-as-a-Service Agreement ("SaaS"), whether such EULA and/or SaaS is in writing or in electronic form; and (2) and payment of the required fees.

The use of any third-party software shall be governed by: (1) the applicable third-party End User License Agreement ("EULA") and/or third-party Software-as-a-Service Agreement ("SaaS"), whether such EULA and/or SaaS is in writing or in electronic form; and (2) and payment of the required fees.

Article 3 TERM OF AGREEMENT

Section 3.01 Term. This Agreement shall commence on the Effective Date, and unless modified by mutual written agreement of the Parties or terminated earlier pursuant to the terms hereof, shall continue for a period of three (3) years. Thereafter, this Agreement shall renew each year automatically for an additional one (1) year term unless terminated in accordance with Section 3.02 below or if either Party has given written notice of non-renewal to the other Party at least thirty (30) Days prior to the automatic renewal date.

Section 3.02 Termination.

- (a) Client may terminate this Agreement, in whole or in part, at any time by giving thirty (30) Days prior written notice to Magnolia River, but such termination shall not relieve Client of its obligation to pay Magnolia River for any goods provided or Services performed prior to termination except as provided herein.
- (b) If Client fails to make payments to Magnolia River in accordance with the terms of this Agreement, Magnolia River may suspend performance until all amounts owing have been paid.
- (c) Client may terminate this Agreement immediately upon the following:
 - (i) The occurrence of any corporate fraud, malfeasance or other illegal act or omission of Magnolia River which impacts the ability of Magnolia River to perform hereunder, or
 - (ii) Magnolia River becomes insolvent, makes a general assignment for the benefit of its creditors or commences (voluntarily or involuntarily) any case, proceeding or other action seeking reorganization in bankruptcy, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with any of its creditors under any bankruptcy, reorganization, insolvency or similar law of the United States or any state thereof for the relief of its creditors.
- (d) Either Party may terminate this Agreement upon written notice to the other Party in the event the other Party, its employees, agents or subcontractors are in breach of a material provision of this Agreement and such breach continues uncured for a period of thirty (30) Days following receipt by the breaching Party of the non-breaching Party's written notice of such breach which notice shall state with sufficient specificity the nature of the breach.
- (e) Upon receipt of a written notice under this Section 3.02 from Client, Magnolia River shall, unless the notice specifies otherwise,
 - (i) place no additional orders or subcontracts for any goods, material, services, or supplies related to the suspended or terminated performance;
 - (ii) use commercially reasonable efforts to obtain suspension or termination of all orders and subcontracts related to the suspended or terminated performance; and
 - (iii) take reasonable precautions to protect and preserve Client's property in Magnolia River's possession, or in the possession of Magnolia River's subcontractors. Magnolia River shall immediately contact Client's designated representative for clarification if it is unable to determine the actions necessary to preserve and protect any Work or performance of Work in progress. Payment for goods delivered and the Services performed, or in the process of completion at the time the notice of suspension or termination is received, shall be adjusted between Magnolia River and Client in accordance with the payment terms of the CO, or if no terms are stated in the CO, in an otherwise equitable manner. Both Parties shall continue performance of their respective obligations under this Agreement or any outstanding CO to the extent not suspended or terminated under this Section 3.02.

Section 3.03 Return of Client Property. Upon termination of this Agreement for any reason, Magnolia River shall promptly return to Client all copies of any Client data, records, or materials of whatever nature or kind, including all materials incorporating any confidential or proprietary information of Client. Magnolia River shall also furnish to Client all Work-In-Progress.

Section 3.04 Suspension by Client. Client may, upon written notice to Magnolia River suspend Magnolia River's performance of the Work hereunder, in whole or in part. In such event, Magnolia River shall resume the performance of Work as requested in writing by Client. In the event of such suspension Magnolia River shall be entitled to payment for additional costs incurred or reasonable in effectuating such suspension and resuming the performance of Work. Such payment amounts may be negotiated and agreed upon by the parties. It is recognized that a prolonged suspension of Work either in whole or in part, may create a hardship on Magnolia River. Therefore, should any suspension by the Client exceeding six (6)

months in duration, the parties shall negotiate in good faith on appropriate revisions to the Scope of Work and terms thereof.

Article 4 FEES, EXPENSES, AND PAYMENT

Section 4.01 Fees. Unless otherwise specified in the applicable CO, Magnolia River may submit invoices to Client every two (2) weeks for any goods provided and for Services rendered at the Service Rates. Client shall pay each correct invoice within thirty (30) Days following receipt of such invoice either by electronic means to the account provided by Magnolia River or by check to the address shown on the invoice. If Client provides exception to an invoice, Client shall provide written notice detailing such exception and shall pay the undisputed portion of the invoice within (30) Days and shall have the right to withhold payment on the disputed portion of such invoice until such exception is resolved.

Section 4.02 Interest and Attorneys' Fees. If Client fails to pay any amount due hereunder to Magnolia River or due pursuant to any CO to Magnolia River, interest at the lesser of the rate of eighteen (18%) percent per annum or the maximum rate of interest permitted by law shall be due and payable on the unpaid amount from the date such payment was due until the date paid. Time is of the essence of this Agreement, and in the event any sum due to be paid hereunder or to be paid pursuant to any CO by Client to Magnolia River is collected or enforced by law or through an attorney-at-law or under advice therefrom Client shall pay to Magnolia River, in addition to any and all sums due hereunder, all reasonable costs and expenses of collection, including, without limitation, reasonable attorney's fees.

Section 4.03 Payment upon Termination. Notwithstanding anything to the contrary contained in this Agreement, within thirty (30) Days after any termination of this Agreement, Client shall pay Magnolia River the total amount due to Magnolia River hereunder for Services provided through the date of termination.

Section 4.04 Taxes. It is expressly agreed that the purchase price stated in the applicable CO(s) does not include amounts for payment of any sales or use taxes and Client shall be responsible for payment of all such taxes. From time to time, Client may provide Magnolia River detailed written instructions regarding the required treatment, handling, withholding and payment of all sales and use taxes. So long as the tax instructions comply with all applicable Laws and are timely, Magnolia River shall comply with such tax instructions. Magnolia River shall be responsible for all normal and customary administrative and related costs incurred by a business for tax collecting, reporting and remitting resulting from this Agreement and the applicable CO(s). Magnolia River shall list separately on its invoices any such sales and use tax assessed and shall reasonably cooperate with Client in any efforts by Client to seek an exemption for sales or use tax with the State. Magnolia River shall be responsible for any and all taxes on materials, equipment, supplies and other consumables which are not incorporated into the goods or Services provided to Client and which remain the property of Magnolia River.

Section 4.05 Subcontractors. Magnolia River agrees to pay the valid bills of its subcontractors and suppliers promptly and to provide Client upon its request reasonable evidence of such payment. Notwithstanding the foregoing, Magnolia River may withhold payment from any supplier or subcontractor who furnishes defective, substandard or incorrect materials or workmanship. Magnolia River shall use all commercially reasonable efforts to prohibit its suppliers or subcontractors from encumbering the Services or any materials, supplies, components, parts or Work-In-Progress with any liens, claims, or encumbrances of any kind, provided that, if any such encumbrance, lien or other security interests are placed against the Services, Magnolia River shall immediately obtain a release or otherwise secure a bond to discharge the security interest. In the event Magnolia River fails to obtain a release or secure such bond upon reasonable advance notice to Magnolia River, Client shall have the right to secure such bond itself and recoup such

payment from Magnolia River or offset the amounts paid to obtain the bond against any due and owing amount under a CO.

Article 5 RELATIONSHIP BETWEEN MAGNOLIA RIVER AND CLIENT

Section 5.01 Independent Contractor Status. Each Party is and shall be an independent contractor which, subject to the terms hereof, shall have sole control of the manner and means of performing its obligations under this Agreement. Nothing herein shall be construed as creating any relationship between the Parties other than that of independent contractors. Neither Party is an employee, an agent, a partner, or joint venture of the other Party. Neither Party shall have, nor shall claim, suggest or imply that it has, any right, power or authority to enter into any agreement or obligation on behalf of, or binding upon, the other Party or any of its representatives, nor shall either Party, or any of its owners, officers, employees, contractors, or agents, represent itself as having any employment position with the other Party. Neither Party shall provide any benefits, including, but not limited to, health insurance coverage, paid vacation, pension plan, workers' compensation coverage, or unemployment benefits, to the other Party.

Section 5.02 Non-solicitation. During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason whatsoever, Client covenants and agrees that, unless it receives written permission from Magnolia River, it will not directly or indirectly, either individually, in partnership, jointly or in conjunction with any person, firm, partnership, corporation, or unincorporated association of any kind, whether as principal, agent, employee, contractor, shareholder, or in any other capacity whatsoever,

- (i) solicit or divert away or attempt to solicit or divert away any employee or contractor of Magnolia River who was an employee or contractor of Magnolia River during the term of this Agreement with whom it had any direct or indirect contact during the term of this Agreement, or
- (ii) hire or attempt to hire any employee or contractor of Magnolia River who was an employee or contractor of Magnolia River during the term of this Agreement with whom it had any direct or indirect contact during the term of this Agreement. The Parties hereto acknowledge and agree that the period of time for such non-solicitation is reasonable and necessary for the protection of Magnolia River in the operation of its business.

Section 5.03 Confidentiality.

- (a) Each Party covenants and agrees that, during the Restrictive Period set forth in sub-part (b) of this Section 5.03, to maintain the Confidential Information received from the disclosing Party as secret and confidential and each Party will hold the Confidential Information in trust and strictest confidence and not disclose the same to any third party, will protect the Confidential Information from disclosure and in no event take or fail to take any action causing, or fail to take the action necessary in order to prevent, any Confidential Information to lose its character as Confidential Information, and (iii) will not use, duplicate, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except to perform its duties under this Agreement or a Client Order.
- (b) The Restrictive Period shall be the term of this Agreement plus three (3) years from the expiration or termination of this Agreement.
- (c) Neither Party shall have any further obligations of confidentiality or non-use with respect to any element of Confidential Information which it can demonstrate has ceased to be confidential or proprietary for any one or more of the following reasons:
 - (i) The information was in the public domain or was protected solely by patents, which patents have expired, or are invalid or otherwise unenforceable;
 - (ii) The information otherwise is or becomes publicly known through no act or omission of a Party in violation of this Agreement;

- (iii) The information was known by the Party, without limitation as to use or disclosure, prior to the beginning of the Restrictive Period;
 - (iv) The information was developed independently by such Party during the Restrictive Period;
 - (v) The information is obtained by such Party during the Restrictive Period from a third party and the Party had no knowledge or reason to know that the information was wrongfully obtained or disclosed by the third party or disclosed by it in violation of a contractual obligation; or
 - (vi) The information is expressly authorized by the other Party to be used or disclosed without restriction.
- (d) Confidential Information shall not be deemed to be publicly known or otherwise known prior to or during the Restrictive Period solely because the separate elements of the Confidential Information are known or embraced by more general information in a Party's possession or because they are embraced in general terms in publications or patents.
- (e) If a Party is requested or compelled by a court, agency or other Government Authority to disclose Confidential Information, such Party shall, to the extent practicable, (i) promptly notify the other Party of the existence, terms and circumstances, surrounding the request or order; (ii) consult with the other Party on the advisability of taking steps to resist or narrow the request or order; (iii) cooperate with the other Party in any lawful effort the other Party undertakes to obtain any such relief and with any efforts to obtain reliable assurance that confidential treatment will be given to that portion of the Confidential Information which is to be disclosed, provided, that the Party requested or compelled to disclose the Confidential Information shall not be required to incur any expense or expose itself to any fines or penalties in connection therewith; and (iv) furnish only such portions of the Confidential Information as the Party is advised by its counsel legally must be disclosed, unless the other Party expressly authorizes broader disclosure.
- (f) Each Party acknowledges that the Confidential Information of the other Party is valuable and proprietary and gives such Party a competitive advantage. The loss of confidentiality with respect to any Confidential Information would cause irreparable injury. Accordingly, in the event of any breach or imminently threatened breach by a Party of any of the covenants of confidentiality contained in this Section 5.03, the other Party may obtain equitable relief, including a temporary restraining order, preliminary injunction and/or permanent injunction to prevent or ameliorate such breach or threatened breach. In the event a Party obtains any such relief, the Party may also be entitled to recover all of its reasonable attorneys' fees, expenses and court costs incurred in connection therewith. This Section 5.03 survives termination of this Agreement or any CO.

Section 5.04 Indemnification. Each Party shall indemnify and hold the other Party harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions, and expenses (including, but not limited to, attorney's fees and costs) arising out of or relating to personal injury or death to persons, including employees and contractors or damage to personal or real property of a third party, arising out of or in connection with such Party's grossly negligent performance of this Agreement. However, Client agrees that Magnolia River's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for Services under the applicable CO.

Section 5.05 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MAGNOLIA RIVER DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED OR THE RESULTS OBTAINED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 5.06 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, MAGNOLIA RIVER'S CUMULATIVE LIABILITY UNDER ANY THEORY OF LIABILITY PERTAINING TO THIS AGREEMENT OR THE

PERFORMANCE THEREOF OR ANY INCIDENT ARISING FROM THE PERFORMANCE OF THIS AGREEMENT AND THE ASSOCIATED INDEMNIFICATION HEREUNDER SHALL BE LIMITED IN THE AGGREGATE TO THE LIMITS OF THE APPLICABLE POLICY(S) OF INSURANCE AS REQUIRED TO BE HELD AND MAINTAINED BY MAGNOLIA RIVER UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY CLAIMS OR DEMANDS BROUGHT AGAINST THE OTHER PARTY BY ANY THIRD PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS.

Section 5.07 Publicity and Use of Logo. Client grants permission for Magnolia River to publish and/or use its company logo or registered mark and name for purposes of this project, to add to project deliverables, paper and softcopy files. Client grants to Magnolia River a Trademark License for the use of Client's logo. Client further agrees to serve as a project reference for Magnolia River and grants permission for Magnolia River to use project particulars and contact information in marketing materials and on Magnolia River's website. This Section 5.07 survives termination of this Agreement.

Article 6 RESOLUTION OF DISPUTES

Section 6.01 Claims. This Article 6, including the Sections and subparagraphs contained herein, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the Parties entering into this Agreement. This Dispute Resolution Provision concerns the resolution of any controversies or claims between the Parties, whether arising in contract, tort or by statute, including, but not limited, to controversies or claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); (ii) any CO; or (iii) any document related to this Agreement or related to any CO (hereinbelow collectively referred to as a "Claim").

Section 6.02 Arbitration and Waiver of Jury Trial.

- (a) At the request of any Party, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.
- (b) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, any Party may substitute another arbitration organization with similar procedures to serve as the provider of arbitration.
- (c) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in Morgan County, State of Alabama. All Claims shall be determined by one arbitrator agreed upon by the Parties. In the event that the Parties cannot agree upon one arbitrator within fifteen (15) Business Days of the request of any Party that a Claim be resolved by binding arbitration, the arbitration will take place before one arbitrator appointed by AAA. All arbitration hearings shall commence within ninety (90) Days of the request of any Party that a Claim be resolved by binding arbitration and close within ninety (90) Days of commencement and the award of the arbitrator shall be issued within thirty (30) Days of the close of the hearing. However, the arbitrator, upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) Days. The arbitrator shall provide a concise written statement of reasons for the award. The

arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered and enforced.

- (d) The arbitrator will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is eligible for arbitration shall be determined by the arbitrator, except as set forth in subparagraph (g) of this Dispute Resolution Provision. The arbitrator shall have the power to award legal fees pursuant to the terms of this Agreement.
- (e) This Dispute Resolution Provision does not limit the right of any Party to act in a court of law to obtain an interim remedy, such as, but not limited to, injunctive relief, or additional or supplementary remedies.
- (f) The filing of a court action is not intended to constitute a waiver of the right of any Party, including the suing Party, thereafter to require submittal of the Claim to arbitration.
- (g) Any arbitration or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The Parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.
- (h) By agreeing to binding arbitration, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit this Dispute Resolution Provision, to the extent any Claim is not arbitrated, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES UNDERSTAND AND AGREE THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**
- (i) The Parties agree that each Party to the arbitration will initially pay an equal part of the deposit fixed by AAA and shall bear and pay fifty percent (50%) of the fees and costs of the arbitrator. The Parties further agree that the arbitrator shall have the sole discretion to determine, as part of the arbitration award, an allocation between the Parties of the final cost associated with the arbitration.
- (j) Notwithstanding the foregoing, each of the Parties retains the right to seek remedies available in equity, and each Party shall be entitled to (i) obtain injunctive relief in a court of competent jurisdiction to halt or prevent any breach or threatened breach of any of the provisions of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. Each Party waives any requirement that the Party seeking injunctive relief post bond in order to obtain any injunctive relief hereunder.

Section 6.03 Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

Article 7
MISCELLANEOUS

Section 7.01 Insurance. To the extent that Magnolia River’s personnel may perform Work at Client’s premises, Magnolia River shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least one million dollars (\$1,000,000) combined single limit for personal injury and property injury and property damage for each occurrence. Upon the request of Client, Magnolia River shall provide Client with evidence satisfactory to Client of such insurance.

Section 7.02 Notices. Except as specified herein, all notices and other communications and approvals permitted or required by the provisions of the Agreement shall be in writing and shall be personally delivered or delivered through a recognized international air courier service or shall be deposited in a lawful mail depository in either the country of incorporation of the Party giving the notice or the country of incorporation of the Party receiving the notice, designated as registered or certified mail, return receipt requested (or the nearest functional equivalent thereto outside the United States of America) bearing adequate first class airmail postage (or the nearest functional equivalent thereto outside the United States of America) and addressed as provided below in this Section 7.02. Alternatively, all notices and other communications and approvals permitted or required by the provisions of this Agreement shall be in writing and shall be sent via electronic means such as e-mail or fax to the email address or fax number, as applicable, as provided below in this Section 7.02, provided that the Party giving such notice obtains acknowledgement or confirmation by email, facsimile transmission or from the courier service that such notice has been received by the Party to be notified. Notices delivered in person or by a recognized international air courier service or via email or fax shall be deemed received and effective upon the delivery thereof to the addressee. Notices by mail shall be effective upon receipt thereof by the addressee or upon the fifth (5th) Day subsequent to the postmark date, whichever is earlier. Rejection or the refusal to accept or the inability to deliver by mail because of a change in address of which no notice was given as provided herein shall be deemed to be receipt of the notice sent as of the fifth (5th) Day subsequent to the postmark date. Rejection or the refusal to accept or the inability to deliver by recognized international air courier service or via email or fax because of a change in address or a change of email address or fax numbers of which no notice was given as provided herein shall be deemed to be receipt of the notice sent as of the date delivery was attempted by the recognized international air courier service or as of the date of the email or fax transmission, as applicable. By giving to the other Party hereto at least ten (10) Days’ notice thereof, each Party hereto shall have the right from time to time and at any time while this Agreement is in effect to change its respective address, email address or fax number and each shall have the right to specify as its new address, email address or fax number any other address, email address or fax number. Each notice to Magnolia River and Client shall be addressed, until notice of change as aforesaid has been made, as follows:

If intended for Magnolia River, to:
Magnolia River Services, Inc.
Attention: J. Heath McCleskey
711 Nance Ford Road SW, Suite E
Hartselle, AL 35640
Telephone Number: (256) 773-9420
Email Address:
heath.mccleskey@magnolia-river.com

If intended for Client, to:
Alexander City Gas Department
Attention: Chris Hardy
281 James D Nabors Dr
Alexander City, AL 35010
Telephone Number: (256) 329-6708
Email address: chris.hardy@alexandercityal.gov

Copy to: legal@magnolia-river.com

Section 7.03 Force Majeure. Neither Party shall be liable for the failure to perform any of its obligations under this Agreement or applicable CO if such failure is caused by Force Majeure. In the event a Force Majeure occurs, and only if the Force Majeure directly, adversely and materially affects a Party's performance under the CO, in whole or in part, that Party shall be relieved of its obligations under the CO, but only to the extent it is unable to perform, provided that Party gives prompt notice to the other Party of the inability to perform and uses commercially reasonable means to remedy the effects of the Force Majeure, in which case that Party is excused from performing such obligations but only for the period of time it is unable to perform (the "Force Majeure Period"). Such an event of Force Majeure shall not relieve the other Party of any obligation to pay for Services and Work-In-Progress performed up to the time of occurrence of the Force Majeure. In the event a Party claiming Force Majeure fails to use commercially reasonable means to remedy the effects of the Force Majeure or fails to resume performance within a reasonable time after the Force Majeure Period has ended, the other Party may elect to terminate the Agreement or CO in accordance with sub-part (c) of Section 5.07. In the event of a delay resulting from a Force Majeure as claimed by Magnolia River that lasts for more than one hundred and eighty (180) Days which adversely affects the ability of Magnolia River to provide Services in accordance with the agreed-upon schedule under a CO issued pursuant to this Agreement, Client may give notice to Magnolia River and at its discretion take possession of any paid for Work-In-Progress from Magnolia River in accordance with the terms of this Agreement.

Section 7.04 Entire Agreement of the Parties. This Agreement is the sole and complete agreement between the Parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals or communications, oral or written, of either Party. Notwithstanding the foregoing, the Parties may enter into other agreements relating to other subject matters and each agreement shall stand on its own. The Parties acknowledge and agree that this Agreement does not apply to and does not grant Client any rights related to Magnolia River's packaged software, FlowGIS, or any elements thereof, or any tailored version thereof, or any other packaged software offered by Magnolia River, the use of which shall be governed by the applicable End User License Agreement ("EULA") and/or Software-as-a-Service Agreement ("SaaS") whether such EULA and/or SaaS is in writing or in electronic form. This Agreement may be amended only by a writing executed by the authorized representatives of both Parties. This Agreement, and any Amendment to this Agreement, may be executed and delivered in counterparts all of which taken together constitute one single agreement between the Parties.

Section 7.05 Severability. If any of the provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 7.06 Headings. The section and article headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

Section 7.07 Waiver. No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing. All remedies available to either Party for one or more breaches by the other Party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either Party to act in the event of a breach of this Agreement by the other Party shall not be deemed a waiver of such breach or a waiver of future breaches. In the event that any provision of this Agreement shall be held invalid or otherwise unenforceable, such provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect. No failure of any Party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement and no custom or

practice at variance with the terms of this Agreement shall constitute a waiver of any Party's right to demand exact compliance with the terms of this Agreement. No waiver or alleged waiver shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

Section 7.08 Survival of Certain Sections. Articles 1, 2, 4, 5, and 6 of this Agreement and Sections 3.03, 7.02, 7.04, 7.05, 7.06, 7.07 and this Section 7.08 of this Agreement shall survive the termination, cancellation or expiration of the Agreement and shall remain in full force and effect after the termination, cancellation or expiration of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

“Client”

Alexander City Gas Department

By: _____

Print Name: _____

Its: _____

“Magnolia River”

Magnolia River Services, Inc.

By: _____

Print Name: _____

Its: _____

Schedule A-__ to
Master Services Agreement dated _____
between Magnolia River Services, Inc. (“Magnolia River”) and
_____ (“Client”)

SERVICE RATES **NOTE: THESE ARE EXAMPLES ONLY**

Labor Classification	Hourly Rate (US\$)	
	Standard Time	Overtime
Sr. Professional Engineer	XXX	
Professional Engineer	XXX	
Design Engineer/Engineering Project Coordinator	XXX	
Sr. GIS Technician	XXX	
GIS Inspection Coordinator	XXX	
GIS Technician	XXX	
Certified Welding Inspector (CWI/CPWI) with GPS	XXX	XXX
Certified Welding Inspector (CWI/CPWI)	XXX	XXX
Distribution Inspector Day Rate up to 10 hours	XXX/day	
Distribution Inspector with GPS	XXX	XXX
Distribution Inspector	XXX	XXX
Senior Drafting Technician	XXX	
Drafting Technician	XXX	
Administration/Accounting	XXX	
Clerical	XXX	

- All rates shown above are in U.S. Dollars and shall be effective as of August 1, 2016 and remain in effect for work performed through September 30, 2017. Thereafter, rates shall be increased by 2.9% each year over the previous year for work performed during each one-year period from October 1st through September 30th.
- Hours in excess of forty (40) hours per week will be charged at the overtime rate.
- The rates are inclusive of a laptop, cell phone, MiFi, printer and various inspection hand tools.
- The Distribution Inspector with GPS classification will utilize a sub-meter Trimble GPS unit and download to the COMPANY the raw uncorrected GPS data on a daily, weekly, or other agreed upon schedule through a means provided by COMPANY.
- If COMPANY or COMPANY’s construction contractor causes the work being performed by CONTRACTOR to be discontinued or suspended for any reason other than inclement weather, COMPANY must provide written notice thereof to CONTRACTOR at least two (2) full business days in advance. Without such notice, COMPANY will be charged at the above rates for all personnel assigned to the project for a maximum of one (1) day past the discontinuation or suspension of work.
- If COMPANY or COMPANY’s construction contractor causes the work being performed by CONTRACTOR to be suspended due to inclement weather after commencement of work on any day prior to the completion of four (4) hours of work, COMPANY agrees to pay CONTRACTOR at the applicable hourly rate for four (4) hours for each person reporting to work at the regularly scheduled start time if the work does not recommence. If the work has commenced and more than four (4) hours of work have been performed before the suspension or if the work recommences after the suspension, COMPANY agrees to pay CONTRACTOR for eight (8) hours per person.

- Subsistence for lodging, meals and incidentals will be billed based on the then current GSA Schedule. Non-GSA travel costs (airfare, rental car, etc.) will be billed at cost plus 15%.
- Mileage will be billed at the then current IRS rate for the use of a car, van, pickup or panel truck. For calendar year 2016, the rate is 54 cents per mile.
- Subsistence is guaranteed for a minimum of six (6) days per week for inspectors. If six (6) days are worked in the pay period of Sunday through Saturday, then subsistence is guaranteed for seven (7) days per week. Subsistence for lodging only shall be billed for COMPANY holidays.
- Mobilization and demobilization will be billed based on mileage and drive time to the new work location; for new hires, from CONTRACTOR's Birmingham, Alabama training academy.
- A maximum of eight (8) hours travel time per day will be charged for travel.
- There is no additional charge for the cost of communications including telex and facsimile, courier services, postage, and express mail.
- The rates above apply to routine projects. Occasionally, a project will require the use of special software applications that are not included in the hourly rate (software such as modeling software, etc.). All costs associated with license fees and maintenance for such software shall be invoiced at a direct pass through rate.
- Subcontractor costs incurred by CONTRACTOR shall be billed to COMPANY at cost plus 20%.

“Magnolia River”

Magnolia River Services, Inc.

By: _____ - example – do not sign -

Print Name: _____

Its: _____

“Client”

By: _____ - example – do not sign -

Print Name: _____

Its: _____

**Exhibit 1 to Master Services Agreement
Sample Client Order**

Client Order Number _____ issued under
Client Contract

Date Issued:

Client:

Magnolia River:

Client Contract: _____, and any amendments thereto.

Project Name:

Work to Be Performed by Magnolia River:

Deliverables:

Delivery Date(s):

Compensation to Be Paid to Magnolia River:

Language for T&M Basis:

Charges for this Work shall be on a time and materials basis [at the following rate(s), or at the rate(s) listed in the Client Contract, Rate Schedule dated _____, or proposal dated ____]

Language for T&M Basis with NTE Amount:

Charges for this Work shall be on a time and materials basis [at the following rate(s), or at the rate(s) listed in the Client Contract, Rate Schedule dated _____, or proposal dated ____] The total compensation ("NTE Amount") authorized by this Work Order is \$_____. Compensation that exceeds the NTE Amount will require additional work authorization from Magnolia River.

Language for FFP Basis:

Charges for this Work shall be paid on a firm, fixed price basis in the amount of \$ _____.

Invoicing and Payment Terms:

Insurance Requirements: Magnolia River shall maintain its own insurance in the amounts required in the Client Contract. Upon the request of Client, Magnolia River shall provide evidence of insurance to Client, and such evidence of insurance shall list Client as an additional insured.

Permits: With the exception of any permits specifically identified for reimbursement as part of the Services, Magnolia River, at its own expense, shall be responsible for obtaining any and all permits required by any government authority or permitting agency prior to performing Services.

Other Pertinent Information: Magnolia River reserves the right to terminate and/or suspend all or part of this Client Order upon a material breach of the Client Contract by Client. If Magnolia River elects to terminate or suspend all or part of this Client Order, Magnolia River shall be entitled to be paid for time and materials actually worked, or if the Client Order is for a lump sum/fixed fee, Magnolia River shall be entitled to be paid for that percentage of the work order actually completed. Client waives and releases any and all claims against Magnolia River for loss of profits, incidental, special, exemplary or consequential damages that result from the early termination or suspension of all or part of this Client Order.

Client

Magnolia River

By: _____ - example – do not sign -

By: _____ - example – do not sign -

Print Name: _____

Print Name: _____

Its: _____

Its: _____

RESOLUTION

To Award Bid No. 24-15 to Gary Ingram Grading & Paving, Inc. for Street Paving and Rehabilitation at a Cost not to Exceed \$3,169,192.78

WHEREAS, the City of Alexander City has let bids for street paving and rehabilitation; and

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

WHEREAS, funding will be paid from the Alexander City Road Improvement Program; and

WHEREAS, the invitation for bid was advertised on May 8, 2024 in the Outlook; and

WHEREAS, one (1) sealed bid was received, opened and read in public on June 3, 2024 at 2:30 p.m.; and

WHEREAS, the bids were submitted to the City Council of Alexander City at their June 17, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alexander City hereby awards bid No. 24-15 to Gary Ingram Grading & Paving, Inc for street paving and rehabilitation at a Cost not to Exceed \$3,169,192.78.

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

ADOPTED THIS 17TH DAY OF JUNE, 2024.

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

AUTHENTICATED THIS 17TH DAY OF JUNE, 2024.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas:

Nays:

ACRIP FY 2024 ANNUAL PAVING - VARIOUS CITY STREETS
 ALEXANDER CITY, AL
 BID SHEET

ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	SUBTOTAL
1	BITUMINOUS TREATMENT "G"	SQUARE YARD	128,683	\$3.15	\$405,351.45
2	PLANING EXISTING PAVEMENT (APPROX 1.10" THRU 2.0" THICK)	SQUARE YARD	38,294	\$2.95	\$112,967.30
3	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROXIMATELY 165 LB/SY)	TONS	12,745	\$137.96	\$1,758,300.20
4	SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER, THIN LIFT MIX, ESAL RANGE A/B (APPROXIMATELY 100 LB/SY)	TONS	2,844	\$142.92	\$406,464.48
5	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	TONS	400	\$260.82	\$104,328.00
6	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	TONS	900	\$185.92	\$167,328.00
7	MOBILIZATION	LUMP SUM	1	\$91,525.85	\$91,525.85
8	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	MILE	13.42	\$4,400.00	\$59,048.00
9	SOLID TEMPORARY TRAFFIC STRIPE	MILE	13.42	\$1,175.00	\$15,768.50
10	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	2,624	\$6.75	\$17,712.00
11	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	1,824	\$3.50	\$6,384.00
12	TRAFFIC CONTROL SCHEME	LUMP SUM	1	\$24,015.00	\$24,015.00
				TOTAL:	\$3,169,192.78

CONTRACTOR: Gary Ingram Grading & Paving, Inc.

REPRESENTATIVES SIGNATURE: *G. Mark Ingram*



RESOLUTION

To Award Bid No. 24-17 to Hutchins Services, LLC and Rast Construction, Inc. for Water and Sewer System Labor and Equipment Assistance

WHEREAS, the City of Alexander City has let bids for water and sewer system labor and equipment assistance; and

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

WHEREAS, funding will be paid from the Water and Sewer Capital; and

WHEREAS, the invitation for bid was advertised on May 11, 2024 in the Outlook; and

WHEREAS, two (2) sealed bids were received, opened and read in public on June 3, 2024 at 3:00 p.m.; and

WHEREAS, the bids were submitted to the City Council of Alexander City at their June 17, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alexander City hereby awards Bid No. 24-17 to Hutchins Services, LLC and Rast Construction, Inc. for Water and Sewer System Labor and Equipment Assistance subject to the bid specifications and successful execution of the City of Alexander City Public Works contract. Work assigned under these contracts shall be in accordance with bid specifications and shall be primarily based on lowest price with contractor availability and work quality being additional determining factors. Work shall be assigned pursuant to the contract specifications and as generally shown in the table below:

Task Primary	Primary Contractor	Secondary Contractor – if not available or work quality issues
Small Laying Crew 0-8' Depth	Rast Construction, Inc.	Hutchins Services, LLC
Medium Laying Crew 8'-14' Depth	Rast Construction, Inc.	Hutchins Services, LLC
Large Laying Crew 14'-18' Depth	Rast Construction, Inc.	Hutchins Services, LLC
Jack and Bore – 6” – 14”	Hutchins Services, LLC	None
Jack and Bore – 16” – 24”	Hutchins Services, LLC	None
HDD 2”-12” – Dirt	Hutchins Services, LLC	Rast Construction, Inc.
HDD 2” to 12” - Rock	Hutchins Services, LLC	None
HDD 12” to 24” - Dirt	Hutchins Services, LLC	None
HDD 12” to 24” - Rock	Hutchins Services, LLC	None

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

ADOPTED THIS 17TH DAY OF JUNE, 2024.

ORDINANCE

To Authorize the Issuance of one \$7,105,000.00 General Obligation Refunding Warrant Series 2024, Dated June 25, 2024

BE IT ORDAINED by the City Council of the City of Alexander City, Alabama, a municipal corporation under the laws of the State of Alabama (the "City"), as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**ADEM**" means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"**Allowable Costs**" shall have the meaning given to such term in the Special Loan Conditions Agreement.

"**Authority**" means the Alabama Water Pollution Control Authority, a public corporation under the laws of the State of Alabama.

"**Authority Loan**" means the loan in the initial amount of \$7,105,000 made to the City by the Authority, the repayment of which is evidenced by the Series 2023-CWSRF-DL Warrant.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, N.A., under the Master Authority Trust Indenture.

"**Authority Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"**Bi-Partisan Infrastructure Investment and Jobs Act**" means the Infrastructure Investment and Jobs Act of 2021, P.L. No 177-58 (also known as the Bipartisan Infrastructure Law of "BIL").

"Build America, Buy America Act" means the domestic content procurement preference requirements enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act to include construction material and manufactured goods.

"City" means the City of Alexander City, Alabama, a municipal corporation under the laws of the State of Alabama.

"City Sewer System" means the entire sanitary sewer system owned by the City and all additions thereto and replacements thereof, and all properties, rights easements and franchises appurtenant thereto, whether any of the said properties are now owned by the City or may be hereafter acquired by it.

"Council" means the governing body of the City as from time to time constituted.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Holder" means the person in whose name the Series 2023-CWSRF-DL Warrant is registered.

"Interest Payment Date" means each August 15 and February 15, commencing August 15, 2023, and continuing until and including the maturity of the Series 2023-CWSRF-DL Warrant.

"Loan Amount" means the sum of \$7,105,000.

"Master Authority Trust Indenture" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"Project" means the improvements to the City Sewer System to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Loan Conditions Agreement.

"Project Fund" means the Project Fund created in the Master Authority Trust Indenture wherein, among other things, proceeds of the Authority Loan will be deposited and held pending disbursement to or on behalf of the City for Allowable Costs respecting the Project.

"Project Funds" means the amount from the Authority Loan deposited into the Project Fund.

"Redemption Date" means the date fixed for redemption of any principal installments of the Series 2023-CWSRF-DL Warrant in a Resolution adopted pursuant to the provisions of Section 3.1(e) hereof.

"Redemption Price" means the price at which the Series 2023-CWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"Resolution" or **"Ordinance"** means a resolution or ordinance adopted by the Council.

"Series 2023-CWSRF-DL Warrant" without other qualifying words, means the \$7,105,000 General Obligation Warrant, Series 2023-CWSRF-DL, herein authorized evidencing the obligation of the City to repay the Authority Loan.

"Special Loan Conditions Agreement" means the Special Authority Loan Conditions Agreement (CWSRF) among the City, the Authority and ADEM, dated as of June 1, 2023.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Warrant Fund" shall have the meaning given to such term in Section 3.3(a) hereof.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Resolution, shall be given the following and respective interpretations:

"Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Resolution as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II

FINDINGS

Section 2.1 Findings. The Council does hereby find and declare that the following facts are true and correct:

(a) It is necessary, desirable and in the public interest that the City make certain capital improvements to the City Sewer System (the "Project"), the estimated costs of the said improvements being approximately \$7,105,000. The City has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority (the "Authority Loan") to provide funds to pay a portion of the costs of the Project, to pay capitalized interest, and to pay a portion of the costs of obtaining said loan.

(b) The award of the loan to the City will be of substantial economic benefit to the City and the public by reducing the amount of interest that would be payable by the City if the funds were provided from sources other than from the Authority Loan.

(c) The current capitalization grant agreement between the Authority and the United States Environmental Protection Agency requires, among other things, that all projects funded in whole or part with Authority funds, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act, the Bi-Partisan Infrastructure Investment and Jobs Act, the Build America, Buy America Act, and with certain requirements pertaining to use of United States-produced iron and steel.

(d) The Council deems it necessary, desirable and in the public interest that the City obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project, to pay capitalized interest, and paying a portion of the costs of obtaining the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the City to repay the Authority Loan, the City deems it necessary, desirable and in the public interest that the Series 2023-CWSRF-DL Warrant hereinafter authorized be issued.

(e) The City is not in default under any Resolution or Ordinance authorizing any outstanding indebtedness of the City, and no such default is imminent.

ARTICLE III

ACCEPTANCE OF AUTHORITY LOAN AND ISSUANCE OF SERIES 2023-CWSRF-DL WARRANT

Section 3.1 (a) Authority Loan Made and Accepted. In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Ordinance and in the Series 2023-CWSRF-DL Warrant, and subject to the terms and conditions of each, the City, by the delivery of the Series 2023-CWSRF-DL Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2023-CWSRF-DL Warrant, made available to the City in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(b) **Authorization and Description of the Series 2023-CWSRF-DL Warrant.** Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and for the purpose of evidencing the obligation of the City to repay the Authority Loan, there is hereby authorized to be issued by the City one fully registered General Obligation Warrant, Series 2023-CWSRF-DL, in the aggregate principal amount of \$7,105,000. The Series 2023-CWSRF-DL Warrant shall be issued as one fully registered warrant without coupons, shall be dated June 1, 2023, and shall

mature and become payable on February 15 in the following principal installments in the following years:

Year	Principal Amount Maturing
2026	\$290,000
2027	300,000
2028	305,000
2029	310,000
2030	315,000
2031	325,000
2032	330,000
2033	335,000
2034	345,000
2035	350,000
2036	355,000
2037	365,000
2038	370,000
2039	380,000
2040	385,000
2041	395,000
2042	400,000
2043	410,000
2044	415,000
2045	425,000

The Series 2023-CWSRF-DL Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest; Interest Rate.** The principal installments of the Series 2023-CWSRF-DL Warrant shall bear interest from June 1, 2023, until their respective due dates at the per annum rate of interest of 0.10%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the column entitled "Interest" on the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. Interest shall be payable semiannually on each August 15 and February 15, commencing August 15, 2023, until and at the final maturity of the Series 2023-CWSRF-DL Warrant. Interest accruing on the Series 2023-CWSRF-DL Warrant from June 1, 2023, through and including April 30, 2025, is included in the principal amount of the Series 2023-CWSRF-DL Warrant as the "Capitalized Interest Amount" (as such term is defined in the Special Loan Conditions Agreement) and shall be remitted to the Holder by the City out of funds from the Authority Loan held by the Holder for such purpose).

(d) **Administrative Fee; Administrative Fee Rate.** The City covenants and agrees to timely pay the Administrative Fee (as such term is defined in the Special Loan Conditions Agreement) charged by ADEM, which such Administrative Fee shall be

charged based on the outstanding principal amount of the Series 2023-CWSRF-DL Warrant as of any date of calculation, and calculated at the per annum rate of 1.89%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. The Administrative Fee shall be payable semiannually on each August 15 and February 15, commencing August 15, 2023, until and at the final maturity of the Series 2023-CWSRF-DL Warrant. The Administrative Fee accruing on the Series 2023-CWSRF-DL Warrant from June 1, 2023, through and including April 30, 2025, is included in the principal amount of the Series 2023-CWSRF-DL Warrant as the "Capitalized Administrative Fee Amount" (as such term is defined in the Special Loan Conditions Agreement) and shall be remitted to the Holder by the City out of funds from the Authority Loan held by the Holder for such purpose).

(e) **Payment of Principal, Payment of Interest, and Payment of the Administrative Fee.** The principal of and interest on, and the Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant, shall be payable in lawful money of the United States of America by check or draft mailed by the City to the lawful holder of the Series 2023-CWSRF-DL Warrant at the address shown on the registry books of the City pertaining to the Series 2023-CWSRF-DL Warrant; provided, that so long as the Authority is the registered Holder of the Series 2023-CWSRF-DL Warrant, payment of the principal of and the interest on the Series 2023-CWSRF-DL Warrant, and payment of the Administrative Fee respecting the Series 2023-CWSRF-FL Warrant, shall be made by the City in accordance with instructions given by the Authority.

(f) **Interest Rate and Loan Amount after Maturity.** Each installment of principal of and interest on the Series 2023-CWSRF-DL Warrant, and each installment of the Administrative Fee respecting the Series 2023-CWSRF-DL Warrant, shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(g) **Redemption Provisions.** Those of the principal installments of the Series 2023-CWSRF-DL Warrant having stated maturities on February 15, 2034, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on February 15, 2033, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2023-CWSRF-DL Warrant redeemed equal to the principal prepaid plus (i) accrued interest thereon to the Redemption Date, and (ii) the accrued amount of the Administrative Fee related thereto, to the Redemption Date (the "Redemption Price"). Any such redemption or prepayment of the Series 2023-CWSRF-DL Warrant shall be affected in the following manner:

(1) **Call.** The City shall by Resolution or Ordinance call for redemption and prepayment of the Series 2023-CWSRF-DL Warrant (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said Resolution that the City is

not in default with respect to payment of the principal of, interest on, or Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant.

(2) **Notice.** The City shall forward by United States Registered Mail or United States Certified Mail to the Holder of the Series 2023-CWSRF-DL Warrant a notice stating the following: (I) that the Series 2023-CWSRF-DL Warrant (or principal installments thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (II) that all interest on, and all Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The Holder of the Series 2023-CWSRF-DL Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than forty-five (45) days prior to the Redemption Date, the City shall make available at the Authority Trustee the total Redemption Price of the Series 2023-CWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority a certified copy of the Resolution required in subsection (a) of this section.

Upon compliance by the City with the foregoing requirements on its part contained in this subsection, and if the City is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2023-CWSRF-DL Warrant, or of the amount of the Administrative Fee theretofore due, the Series 2023-CWSRF-DL Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2023-CWSRF-DL Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Series 2023-CWSRF-DL Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2023-CWSRF-DL Warrant is to be redeemed, the registered Holder thereof shall surrender the Series 2023-CWSRF-DL Warrant that is to be prepaid in part to the City in exchange, without expense to the Holder, for a new Series 2023-CWSRF-DL Warrant of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2023-CWSRF-DL Warrant. All future interest and Administrative Fee on the Series 2023-CWSRF-DL Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Series 2023-CWSRF-DL Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 3.2 General Obligation of City. The indebtedness evidenced and ordered paid by the Series 2023-CWSRF-DL Warrant, along with the obligation to pay the Administrative Fee respecting the Series 2023-CWSRF-DL Warrant, is and shall be

a general obligation of the City to which the full faith and credit of the City are hereby irrevocably pledged.

Section 3.3 Warrant Fund. (a) Payments Therein and Use and Continuance Thereof. There is hereby created a special fund to be designated the "City of Alexander City Series 2023-CWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on, and the Administrative Fee due with respect to, the Series 2023-CWSRF-DL Warrant, at the respective maturities of said principal, interest, and Administrative Fee, which special fund shall be maintained until the principal of, interest on, and the Administrative Fee respecting the Series 2023-CWSRF-DL Warrant have been paid in full. On or before February 15, 2023, and on or before each August 15 and February 15 thereafter until the principal of and interest on, and the Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of (1) the interest that will mature on the Series 2023-CWSRF-DL Warrant on such February 15 or August 15, as the case may be (interest on the Series 2023-CWSRF-DL Warrant from June 1, 2023, until and including April 30, 2025 having been capitalized), plus (2) the Administrative Fee due on such February 15 or August 15, as the case may be (the Administrative Fee respecting the Series 2023-CWSRF-DL Warrant from June 1, 2023, until and including April 30, 2025 having been capitalized), plus (3) the principal installment that will mature on the Series 2023-CWSRF-DL Warrant on such August 15.

(b) Use of Moneys in Warrant Fund. All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on, and the Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant, upon or after the respective maturities of such principal, interest and Administrative Fee; provided, that if at the final maturity of the Series 2023-CWSRF-DL Warrant, however the same may mature, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on, and Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant, then any such excess shall thereupon be returned to the City.

(c) Trust Nature of and Security for the Warrant Fund. The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holder of the Series 2023-CWSRF-DL Warrant either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Series 2023-CWSRF-DL Warrant Fund, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 3.4 Form of Series 2023-CWSRF-DL Warrant. The Series 2023-CWSRF-DL Warrant shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2023-CWSRF-DL Warrant)

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF ALEXANDER CITY

**GENERAL OBLIGATION WARRANT
SERIES 2023-CWSRF-DL**

Subject to prior payment and other provisions as herein provided

The City Treasurer of the **CITY OF ALEXANDER CITY, ALABAMA**, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **ALABAMA WATER POLLUTION CONTROL AUTHORITY**, or registered assigns, the aggregate principal sum of

SEVEN MILLION ONE HUNDRED FIVE THOUSAND DOLLARS

in principal installments on August 15 in the following respective years and principal amounts:

Year	Principal Amount Maturing
2026	\$290,000
2027	300,000
2028	305,000
2029	310,000
2030	315,000

2031	325,000
2032	330,000
2033	335,000
2034	345,000
2035	350,000
2036	355,000
2037	365,000
2038	370,000
2039	380,000
2040	385,000
2041	395,000
2042	400,000
2043	410,000
2044	415,000
2045	425,000

with (i) interest on the then unpaid principal balance hereof from June 1, 2023, at the per annum rate of interest of 0.10%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, as reflected in the column entitled "Interest" on the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement, and (ii) the Administrative Fee due on the then unpaid principal balance hereof from June 1, 2023, at the per annum rate of 1.89%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. Interest hereon and Administrative Fee due in connection herewith shall be payable semiannually on each August 15 and February 15, commencing August 15, 2023, until and at the final maturity of this Series 2023-CWSRF-DL Warrant. Interest accruing on this Series 2023-CWSRF-DL Warrant from June 1, 2023, through and including April 30, 2025, is included in the principal amount of this Series 2023-CWSRF-DL Warrant as the "Capitalized Interest Amount" (as such term is defined in the Special Loan Conditions Agreement), and the Administrative Fee accruing in connection with this Series 2023-CWSRF-DL Warrant from June 1, 2023, through and including April 30, 2025, is included in the principal amount of this Series 2023-CWSRF-DL Warrant as the "Capitalized Administrative Fee Amount" (as such term is defined in the Special Loan Conditions Agreement).

Interest on, and the Administrative Fee respecting, this Series 2023-CWSRF-DL Warrant are payable (from funds remitted by the City to the Authority Trustee) by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee") to the then registered holder hereof at the address shown on the registry books of the City pertaining to the Series 2023-CWSRF-DL Warrant; provided, that so long as the Alabama Water Pollution Control Authority (the "Authority") is the registered holder of this Series 2023-CWSRF-DL Warrant the payments of principal of and interest on, and Administrative Fee respecting, this Series 2023-CWSRF-DL Warrant shall be made (from funds remitted by the City) by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority. Interest on, and Administrative Fee respecting, this Series 2023-CWSRF-DL Warrant shall be deemed

timely made if mailed to the then registered holder on the payment date with respect to which such payment is made or, if such payment date is not a business day, then on the first business day following such payment date. The Ordinance described below provides that all payments by the City or the Authority Trustee to the person in whose name this Series 2023-CWSRF-DL Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Series 2023-CWSRF-DL Warrant takes it subject to all payments of principal, interest, and Administrative Fee in fact made with respect hereto.

This Series 2023-CWSRF-DL Warrant evidences a duly authorized warrant designated \$7,105,000 General Obligation Warrant, Series 2023-CWSRF-DL, dated June 1, 2023 (herein called the "Series 2023-CWSRF-DL Warrant"). This Series 2023-CWSRF-DL Warrant is issued only as a single fully registered warrant pursuant to the applicable provisions of the Constitution and laws of Alabama, including particularly Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance (the "Ordinance") duly adopted by the governing body of the City on June 5, 2023.

Those of the principal installments hereof having stated maturities on February 15, 2034, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on February 15, 2033, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2023-CWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon, and accrued Administrative Fee with respect thereto, to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to the registered owner of this warrant, at and for a redemption price equal to the principal so prepaid plus (i) accrued interest to the date of prepayment and (ii) accrued Administrative Fee to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered Holder hereof shall surrender this Series 2023-CWSRF-DL Warrant to the City in exchange for a new Series 2023-CWSRF-DL Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, this warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the Holder hereof shall then and there surrender for prepayment, and all future interest on, and Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2023-CWSRF-DL Warrant is so presented.

The indebtedness evidenced and ordered paid by this Series 2023-CWSRF-DL Warrant, including the Administrative Fee due with respect hereto, is and shall be a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2023-CWSRF-DL Warrant, including payment of the Administrative Fee, is lawfully due without condition, abatement or offset of any description; that this Series 2023-CWSRF-DL Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2023-CWSRF-DL Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2023-CWSRF-DL Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

This Series 2023-CWSRF-DL Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the City and only upon surrender of this Series 2023-CWSRF-DL Warrant to the City for cancellation, and upon any such transfer a new Series 2023-CWSRF-DL Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Series 2023-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, this Series 2023-CWSRF-DL Warrant may be transferred only in accordance with the provisions of the Ordinance.

The City shall not be required to transfer or exchange this Series 2023-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Series 2023-CWSRF-DL Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the City shall not be required to register or transfer this Series 2023-CWSRF-DL Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

IN WITNESS WHEREOF, the City has caused this Series 2023-CWSRF-DL Warrant to be executed in its name and behalf by the Mayor of the City, has caused its corporate seal to be hereunto affixed, has caused this Series 2023-CWSRF-DL Warrant to be attested by the signature of the City Clerk, and has caused this Series 2023-CWSRF-DL Warrant to be dated June 1, 2023.

CITY OF ALEXANDER CITY, ALABAMA

By: _____
Curtis "Woody" Baird,
Mayor

[S E A L]

ATTEST:

By: _____
Stephanie J. Southerland
City Clerk

(Form of Registration Certificate)

I hereby certify that this Warrant has been duly registered by me as a claim against the **CITY OF ALEXANDER CITY, ALABAMA.**

Romy Stamps, City Treasurer
City of Alexander City

(Form of Assignment)

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto the within warrant and hereby irrevocably constitute(s) and appoints _____ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the City.

DATED this ____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____
(Authorized Officer)

Its Medallion Number: _____

- * Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

ARTICLE IV

EXECUTION, REGISTRATION AND TRANSFER OF SERIES 2023-CWSRF-DL WARRANT

Section 4.1 Execution of Series 2023-CWSRF-DL Warrant. The Series 2023-CWSRF-DL Warrant shall be executed by the Mayor, and the seal of the City shall be affixed thereto and attested by the City Clerk. The Series 2023-CWSRF-DL Warrant shall be registered as a claim against the City by the City Treasurer. Signatures on the Series 2023-CWSRF-DL Warrant by persons who were officers of the City at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2023-CWSRF-DL Warrant.

Section 4.2 Registration and Transfer. (a) Registration Certificate on Series 2023-CWSRF-DL Warrant. A registration certificate, in substantially the form appearing in the form of the Series 2023-CWSRF-DL Warrant set forth in Article III hereof, duly executed by the manual signature of the City, shall be endorsed on the Series 2023-CWSRF-DL Warrant.

(b) Registration and Transfer of Series 2023-CWSRF-DL Warrant. The Series 2023-CWSRF-DL Warrant shall be registered as to both principal and interest, and as to the Administrative Fee, and shall be transferable only on the registry books of the City.

No transfer of the Series 2023-CWSRF-DL Warrant shall be valid hereunder except upon presentation and surrender of such Series 2023-CWSRF-DL Warrant at the office of the City with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the City, whereupon the City shall execute, and the City shall register and deliver to the transferee, a new Series 2023-CWSRF-DL Warrant, registered in the name of such transferee and of like tenor as that presented for transfer.

The person in whose name the Series 2023-CWSRF-DL Warrant is registered on the books of the City shall be the sole person to whom or on whose order payments on account of the principal thereof, of the interest (and premium, if any) thereon, and of the Administrative Fee related thereto, may be made. Each Holder of the Series 2023-CWSRF-DL Warrant, by receiving or accepting such Series 2023-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, the Series 2023-CWSRF-DL Warrant may be transferred only in accordance with the provisions of this Ordinance.

The City shall not be required to register or transfer any Series 2023-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Series 2023-CWSRF-DL Warrant is duly called for redemption (in whole or in part), the City shall not be required to register or transfer such Series 2023-CWSRF-DL Warrant during the period of forty-five (45) days next preceding any Redemption Date.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES OF WARRANTHOLDER

Section 5.1 Events of Default Defined. Any of the following shall constitute default hereunder by the City:

(a) Failure by the City to pay any installment of the principal of, interest on, or Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant when any such principal, interest, or Administrative Fee shall respectively become due and payable, whether by maturity or otherwise;

(b) A default by the City under the Special Loan Conditions Agreement; or

(c) A determination by a court having jurisdiction that the City is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the City or for all or a substantial part of the assets of the City, or the approval by a court of competent jurisdiction of any petition for reorganization of the City or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

Section 5.2 Remedies on Default. Upon any default by the City in any one of the ways defined in Section 5.1 hereof, the Holder of the Series 2023-CWSRF-DL Warrant is empowered and shall have the right to do any or all of the following: (i) to sue on such warrant, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the City herein contained, (iii) by action or suit in equity, to require the City to account as if it were the trustee of an express trust for the Holder of the Series 2023-CWSRF-DL Warrant, and (iv) by action or suit in equity, to enjoin any act or

things which may be unlawful or a violation of the rights of the Holder of the Series 2023-CWSRF-DL Warrant.

Section 5.3 Delay No Waiver. No delay or omission by the Holder of the Series 2023-CWSRF-DL Warrant to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Holder of the Series 2023-CWSRF-DL Warrant may be exercised from time to time and as often as deemed expedient.

ARTICLE VI

AGREEMENTS RESPECTING CONSTRUCTION AND ACQUISITION OF THE PROJECT AND SALE OF SERIES 2023-CWSRF-DL WARRANT

Section 6.1 Construction and Acquisition of the Project; Reduction of Loan Amount. The City will commence and complete construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the City only excepted.

Section 6.2 Application of Authority Loan Proceeds. The entire proceeds derived from the Authority Loan shall be held by the Authority Trustee and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Loan Conditions Agreement.

Section 6.3 Sale of Series 2023-CWSRF-DL Warrant. In consideration of the funding of the Authority Loan, the Series 2023-CWSRF-DL Warrant is hereby issued and sold to Alabama Water Pollution Control Authority at a purchase price equal to its initial par amount (\$7,105,000). Upon the funding of the Authority Loan, the City Clerk is hereby directed to deliver the Series 2023-CWSRF-DL Warrant to the Authority. The issuance of the Series 2023-CWSRF-DL Warrant to the Authority shall evidence the obligation of the City to repay the Authority Loan.

Section 6.4 Authorization of Special Loan Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and behalf of the City, the Special Loan Conditions Agreement, in substantially the form marked Exhibit A to this Ordinance and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the City to the said Special Loan Conditions Agreement and to attest the same.

Section 6.5 Additional Documents Authorized. The Mayor is hereby authorized and directed to execute such documents or certificates as may be necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City Clerk is hereby authorized to attest any such other documents or certificates

necessary or desirable to carry out the transactions contemplated by this Ordinance and is authorized to affix the seal of the City to any such documents or certificates.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Provisions Constitute Contract. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Series 2023-CWSRF-DL Warrant.

Section 7.2 Severability. The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

Section 7.3 Persons Deemed Owners of Series 2023-CWSRF-DL Warrant. The City and the Authority Trustee may deem and treat the person in whose name the Series 2023-CWSRF-DL Warrant is registered as the absolute owner thereof for all purposes and all payments by any of them to the person in whose name the Series 2023-CWSRF-DL Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 7.4 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2023-CWSRF-DL Warrant. In the event the Series 2023-CWSRF-DL Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Series 2023-CWSRF-DL Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2023-CWSRF-DL Warrant, such Series 2023-CWSRF-DL Warrant is first surrendered to the City and the Authority Trustee, and (b) in the case of any such lost, stolen or destroyed Series 2023-CWSRF-DL Warrant, there is first furnished to the City and the Authority Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Series 2023-CWSRF-DL Warrant.

Section 7.5 Provisions for Payment at Par. Each Authority Trustee at which the Series 2023-CWSRF-DL Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holder of the Series 2023-CWSRF-DL Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on, and Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

ADOPTED THIS 5th DAY OF JUNE, 2023.

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

AUTHENTICATED THIS 5TH DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Councilmember _____ moved for immediate consideration of and action on the said ordinance, which motion was seconded by Councilmember _____ and, upon the same being put to vote, the following vote was recorded:

YEAS: _____

NAYS: _____

The chairman thereupon declared that the motion for unanimous consent for immediate consideration of and action on the said ordinance had been unanimously carried.

Councilmember _____ thereupon moved that the foregoing ordinance be adopted, which motion was seconded by Councilmember _____ and, upon the same being put to vote, the following vote was recorded:

YEAS: _____

NAYS: _____

The chairman thereupon announced that the motion for the adoption of the said ordinance had been unanimously carried.

ORDINANCE BOOK 23-

Publication Date: June 10, 2023

I, City Clerk of the City of Alexander City, Alabama, hereby certify that the above and foregoing Ordinance is a true, correct and complete copy of the Ordinance adopted on June 5, 2023 by the City Council of the City of Alexander City, Alabama.

This, 5th day of June, 2023

Stephanie J. Southerland
City Clerk

SEAL

Exhibit A

**Form of Special Loan Conditions Agreement
Series 2023-CWSRF-DL**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240529160052264

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: State: County:

Trade Name: MAPCO EXPRESS 5177 Filing Fee: \$50.00

Applicant: MAPCO EXPRESS INC Transfer Fee:

Location Address: 1590 HIGHWAY 22 WEST ALEXANDER CITY, AL 35010

Mailing Address: **FOR PUBLIC RELEASE** ICEVILLE, GA 30046

County: TALLAPOOSA Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03 Type Ownership: CORPORATION

Book, Page, or Document info: 010174354-3379187

Do you sell Draft Beer?:

Date Incorporated: 04/10/2001 State incorporated: DE County Incorporated:

Date of Authority: 06/15/2001

Federal Tax ID: 52-2308712 Alabama State Sales Tax ID: 680015535

Name:	Title:	Date and Place of Birth:	Residence Address:
MARVIN K HEWATT H300-591-51-295-0 - FL	CFO	FOR PUBLIC RELEASE	FOR PUBLIC RELEASE

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

PREVIOUS LICENSE INFORMATION:
 Trade Name: MAPCO EXPRESS 5177
 Applicant: MAPCO EXPRESS INC

Previous License Number(s)
 License 1: 001624862
 License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240529160052264

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: PAT

FOR PUBLIC RELEASE

What is lessors primary business? INDIVIDUAL

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2400 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: 0 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240529160052264

Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license

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Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20240529160052264
Application Payment Confirmation Number: 100587486

Payment Summary	
Payment Item	Fee
Application Fee for License 070	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
			\$0.00
Total Amount to be Charged	\$75.00	\$150.00	\$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

License Type 2:

License County: TALLAPOOSA

Business Type: CORPORATION

Trade Name: MAPCO EXPRESS 5177

Applicant Name: MAPCO EXPRESS INC

Location Address: 1590 HIGHWAY 22 WEST

ALBUQUERQUE, NM

Mailing Address: PO BOX 1555

LAWRENCEVILLE, GA 30046

Contact Person: ANDREW GARCIA

Contact Phone: 970-894-1111

Contact Business: 100587486

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

