



## Regular Council Meeting Agenda

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281 James D. Nabors Drive  
Council Chambers of Municipal Complex  
Monday, May 15, 2023 --- Meeting at 5:30 p.m.

**Call to Order:** Council President Colvin

**Opening Prayer:** Pastor Mike Waldrop, River of Life Church

**Pledge of Allegiance:** Held in Work Session

**Roll Call:**

**Approval of Minutes:** May 1, 2023 Regular Meeting

**Approval of Agenda:** May 15, 2023

**Reports from Council on Standing Committees:**

Finance Committee: Council President Colvin

Public Safety Committee: Councilor Eric Brown

Utilities Committee: Councilor Keel

Parks and Recreation: Councilor Chris Brown

Public Works Committee: Council President Pro Tempore Hardy

Buildings and Properties: Councilor Tapley

**Reports from Special Committees:**

**Public Hearing:** None

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

**Proclamation:** None

**Ben Saffold, Jefferson Street:** To address traffic at Jim Pearson School

**Unfinished Business:**

**New Business:**

1. **RESOLUTION** to Authorize the Mayor to Enter into an Agreement with Alabama Department of Environmental Management for Advanced Grant Funding of \$26,040.00 for a Protainer Recycling Trailer
2. **ORDINANCE** to Amend Alexander City Code § 90-66 – Sewer Rates
3. **RESOLUTION** to Appoint Drew Meacham to the Alabama Municipal Electric Authority Election Committee
4. **RESOLUTION** to Authorize the Mayor to Execute the 2023 Municipal Water Pollution Prevention Report for the Sugar Creek Waste Water and Coley Creek Treatment Facilities
5. **RESOLUTION** to Authorize the Mayor to Enter into an Agreement with Engineered Cooling Services of Millbrook, Alabama for the Service and Inspection of TRANE/Mitsubishi HVAC Units Located at the Municipal Complex
6. **RESOLUTION** to Amend Resolution 03-07, Adopted on April 17, 2017, Amended on April 17, 2017
7. **RESOLUTION** to Authorize the Mayor to Enter into an Agreement with Alabama Power Company for Light Emitting Diode (LED) Lighting Services
8. **RESOLUTION** to Reject Bid No. 23-10, CDBG Water Main Improvements
9. **RESOLUTION** to Declare an Industrial Treatment Unit as Surplus Property and Authorize the Sale of the Unit

**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:**



## Regular Council Meeting Minutes

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281 James D. Nabors Drive  
Council Chambers of Municipal Complex  
Monday, May 1, 2023 --- Meeting at 5:30 p.m.

**CALL TO ORDER THE PRE-COUNCIL MEETING:** Council President Colvin called the Pre-Council Meeting to order at 5:30 p.m. on Monday, May 1, 2023, in the Council Chambers of the Municipal Complex. Roll was called, and Councilor Chris Brown and Mayor Baird were recorded as being absent.

Individuals present included: Romy Stamps, Finance Director; Piper Barnett, Records Clerk; Fire Chief Reese McAlister; Drew Meacham, Public Works Director; Kathy Railey, Human Resources Director; Police Captain Alford; Police Captain Tuck; Jerry Wilson; Steve Robinson, Tallapoosa County Commissioner; Fire employees: Captain Spears; Dallas Acton, Zackary Zippich; Logan Bevels; Andrew Baker; Lance Moss; Barry McCullough; Peyton Frew; Kenny Gray; James Duncan; Tommy Allen; Jonathan Florine; Dillon Lashley; Logan Blair; Cody Reed; Mason Hallman; Shane Hanson; Jerry Sewell; Todd Sassano; Dewayne Rathel; Travis Lahr; Grey Parker; Zach Baty; Stephanie J. Southerland, City Clerk. Others present included: Jacob Meacham, Teresa Moten, Arlene Wyckoff, and the media was represented by The Outlook.

Council President Colvin asked for information regarding each agenda item.

Fire Chief McAlister asked for support of agenda items #2 and #7 to aid in recruitment and employee retention. There is significant interest in serving as an EMT but not fighting fires.

Council President Colvin explained that agenda item #3 is updating City Code to align with the International Building Code. Agenda item #4 is appointing and updating the members to the Historic Preservation Commission. Agenda item #5 is a request from Taqueria Avita for a Restaurant Retail Liquor License and they are a long-time established business.

Parks and Recreation Director, Kasey Kaschak explained that agenda item #6 is simply updating the fees for rental of recreational facilities.

Romy Stamps, Finance Director, stated that regarding agenda item #7, the General Budget will be offset to provide for these employees.

Council President Colvin detailed that agenda items #8 – #10 are bids that were mailed out but did not receive any bids. These resolutions are to allow the Purchasing Agent to negotiate these items.

Council President Colvin stated that agenda item #11 is important to the local agencies working together for the benefit of tourism to the area.

**CALL TO ORDER THE REGULAR COUNCIL MEETING:** Council President Colvin called the Council Meeting to order at 5:39 P.M. on Monday, May 1, 2023, in the Council Chambers of the Municipal Complex. Roll was called and Councilor Chris Brown and Mayor Baird were recorded as being absent.

**OPENING PRAYER:** Council President Colvin

**PLEDGE OF ALLEGIANCE:** Council President Pro Tempore Hardy

**APPROVAL OF MINUTES:** Work Session and Regular City Council meeting April 17, 2023. Councilor Tapley made a motion to adopt the minutes and Council President Pro Tempore Hardy seconded the motion. There being no discussion, the minutes were adopted (5-0).

**APPROVAL OF THE AGENDA:** Councilor Tapley made a motion to amend the agenda to change the name of Director Tim Hatch to Mr. James Hardin. Councilor Hardy seconded the motion. There being no discussion, the amended agenda was adopted (5-0).

Mr. James Hardin, Alabama Department of Public Health, discussed the services provided by Tallapoosa County Health Department and provided handouts. Services they offer include: ALLKids insurance, breast and cervical cancer screenings, family planning, home health, immunizations, STD testing/treatment, WIC, investigating dog bites, and many others. They work closely with EMA and provides a lot of PPE across the state. They have an office in Alexander City and in Dadeville, the only county in the state with multiple sites.

Pastor Vincent T. Ellison was scheduled to hold the opening prayer, but was delayed, and now offered prayer.

**REPORTS FROM STANDING COMMITTEES:**

**Council President Colvin:** The Finance Department is working hard and she expressed her appreciation to them.

**Councilor Eric Brown:** The Alexander City Fire Department has three (3) recruits that will be graduating Fire Recruit School on May 5 in Phenix City. The 911 street signs are still available. Please contact the Fire Department to get yours.

**Councilor Keel:** The Water Department had 42 calls to locate sewer lines and 57 calls to locate water lines. We repaired 5 water main breaks and installed 2 new services. The Light Department had their monthly ECG safety meeting and also helped Tidal Wave by setting the transformer and pulling the wire. Projects are progressing at the Adams Water Treatment Plant as they are working on its road and its roof. The oil has been changed in all the high service pumps. Schmidt Environmental has started on the next phase of upgrades on #1 Clarifier. The Sewer Department replaced a section of the sewer main behind Byers Field and completed the 2023 herbicide application of the sewer easements.

**Council President Pro Tempore Hardy:** We have 10 applications for structures to be removed through the Dilapidated Structure program. With the removal of the structures that are approved, we are able to assist the Fire Department and the Police Department with training inside of these locations as well additional training on the structures that will be burned. This program is great for community development and provides a very low-cost option for dilapidated structures to be removed throughout our community. We have a job opening at the landfill for an Equipment Operator II that is open until May 14th. Please visit the Human Resources section of the City's website to apply.

**Councilor Tapley:** The Summer Reading program at the library is planned and the dates will be publicized soon. More sign language classes are being offered and will begin May 9<sup>th</sup>. There were 218 3<sup>rd</sup> graders that toured the municipal complex and the library on Friday, April 28. Library Director Huff thanked the elected body for coming over to help celebrate National Library Week.

**REPORTS FROM SPECIAL COMMITTEES:** None

**PUBLIC HEARING:** None

**REPORT ON STATUS OF CITY FINANCES:** None

**PROCLAMATION:** National Public Works Week, presented by Council President Pro Tempore Hardy

Council President Colvin presented Councilor Keel with his Certified Alabama Planning and Zoning Official Certificate. He completed thirty-two (32) hours of training to earn his certification. Councilor Keel felt the knowledge will aid him in making decisions as a councilor.

**UNFINISHED BUSINESS:**

1. **RESOLUTION** to Nominate Three (3) Citizens for Consideration to be Appointed to the Tallapoosa County Board of Equalization (Tabled April 17, 2023) **RESOLUTION BOOK 23-56**

This item was tabled at the April 17, 2023 meeting. Councilor Tapley made a motion to remove from the table. Council President Pro Tempore Hardy seconded the motion. There being no discussion, the resolution was removed from the table (5-0) and is now properly before the governing body. Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion.

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

**NEW BUSINESS:**

- 1. RESOLUTION:** To Award Bid No. 23-11 to Advanced Roofing Solutions for Roof Repair Project at Adams Water Treatment Plant at a Cost not to Exceed \$58,600.00  
**RESOLUTION BOOK 23-57**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

- 2. ORDINANCE** To Create the Alexander City Emergency Medical Services (ACEMS) Department of the City of Alexander City **ORDINANCE BOOK 23-15**

By point of order, the council rules must be suspended if immediate action is to be considered. Councilor Tapley made a motion to suspend the rules and Council President Pro Tempore Hardy seconded the motion. There being no discussion, the rules were suspended (5-0). Councilor Tapley made a motion to approve the ordinance as written. Councilor President Pro Tempore Hardy seconded the motion. Councilor Eric Brown expressed his appreciation to the Fire Department and feels like this will be a great long-term benefit for the city. There being no further discussion the ordinance was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>NONE</b>	<b>1</b>

- 3. ORDINANCE:** To Amend Chapter 18, Buildings and Building Regulations, Chapter 46, Fire Prevention and Protection, Chapter 82, Taxation, and Chapter 90, Utilities, of the Code of Alexander City, Alabama **ORDINANCE BOOK 23-16**

By point of order, the council rules must be suspended if immediate action is to be considered. Councilor Tapley made a motion to suspend the rules and Council President Pro Tempore Hardy seconded the motion. There being no discussion, the rules were suspended (5-0). Councilor Tapley made a motion to approve the ordinance as written. Councilor President Pro Tempore Hardy seconded the motion. There being no further discussion the ordinance was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

4. **RESOLUTION** to Appoint Members to the Historic Preservation Commission  
**RESOLUTION BOOK 23-58**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

5. **REQUEST** to Approve a Restaurant Retail Liquor License to Taqueria Avita Located at 60 Broad Street

Councilor Tapley made a motion to approve the request as presented. Council President Pro Tempore Hardy seconded the motion. There being no discussion the request was approved with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

6. **ORDINANCE** To Amend Alexander City Code Section 62-1 – Fees for use of Facilities  
**ORDINANCE BOOK 23-17**

By point of order, the council rules must be suspended if immediate action is to be considered. Councilor Tapley made a motion to suspend the rules and Council President Pro Tempore Hardy seconded the motion. There being no discussion, the rules were suspended (5-0). Councilor Tapley made a motion to approve the ordinance as written. Councilor President Pro Tempore Hardy seconded the motion. Councilor Tapley thanked Kasey for putting this together and standardizing fees. There being no further discussion the ordinance was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

7. **RESOLUTION** to Amend the FY23 Budget and Personnel Authorization List for the Alexander City Emergency Medical Services Department **RESOLUTION BOOK 23-59**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

8. **RESOLUTION** to Authorize the City of Alexander City Purchasing Agent to Negotiate and Proceed by Force Account for Bid No. 23-13, for the Replacement of Precision Approach Path Indicators at Thomas C. Russell Airport **RESOLUTION BOOK 23-60**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

9. **RESOLUTION** to Authorize the City of Alexander City Purchasing Agent to Negotiate and Proceed by Force Account for Bid No. 23-15, the Light Department Traffic Signal Loop Repair and Upgrade Project **RESOLUTION BOOK 23-61**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

10. **RESOLUTION** to Authorize the City of Alexander City Purchasing Agent to Negotiate and Proceed by Force Account for Bid No. 23-17, Pool Filtration System Repair and Upgrade and to Amend the FY 2023 Capital Budget in an Amount not to Exceed \$80,000.00 **RESOLUTION BOOK 23-62**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. There being no discussion the resolution was adopted with the following roll call vote:



<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

**11. RESOLUTION to Join Tallapoosa County Commission in Creating and Establishing the Lake Martin – Tallapoosa County Tourism and Visitors Bureau RESOLUTION BOOK 23-63**

Councilor Tapley made a motion to approve the resolution as written. Council President Pro Tempore Hardy seconded the motion. Councilors Tapley, Hardy and Eric Brown expressed their appreciation to the County Commission and the Chamber of Commerce for their efforts and collaboration. There being no further discussion the resolution was adopted with the following roll call vote:

<b>YEAS:</b>	<b>TAPLEY, COLVIN, HARDY, E. BROWN, KEEL</b>	<b>5</b>
<b>NAYS:</b>	<b>NONE</b>	<b>0</b>
<b>ABSTAINED:</b>	<b>NONE</b>	<b>0</b>
<b>ABSENT:</b>	<b>C. BROWN</b>	<b>1</b>

**Public Comments (3 minutes per speaker):** Arlene Wyckoff, District 1, commented that the creation of the ACEMS is really needed. All public service personnel are needed. She also stated there is a lot of history in Alexander City and citizens need to be made aware.

**Comments from the Mayor:** None

**Comments from the Finance Director:** FY 21 Audit is underway and hopes to have it in the coming months.

**Comments from the City Clerk:** The next Work Session and Council meeting are scheduled for Monday, May 15, 2023

**Comments from the Council:**

Councilor Keel asked everyone to enjoy the good weather and be safe.

Councilor Tapley thanked everyone for coming out and commended the Fire Department, Public Works, and all city employees.

Council President Pro Tempore Hardy thanked everyone for their attendance and is happy to assist the Fire Department and hopefully take some of the pressure off of the department. He further thanked Dana Fuller for assisting in organizing the 3<sup>rd</sup> grade tour of the complex. He expressed his appreciation and the importance of administrative personnel, working behind the scenes.

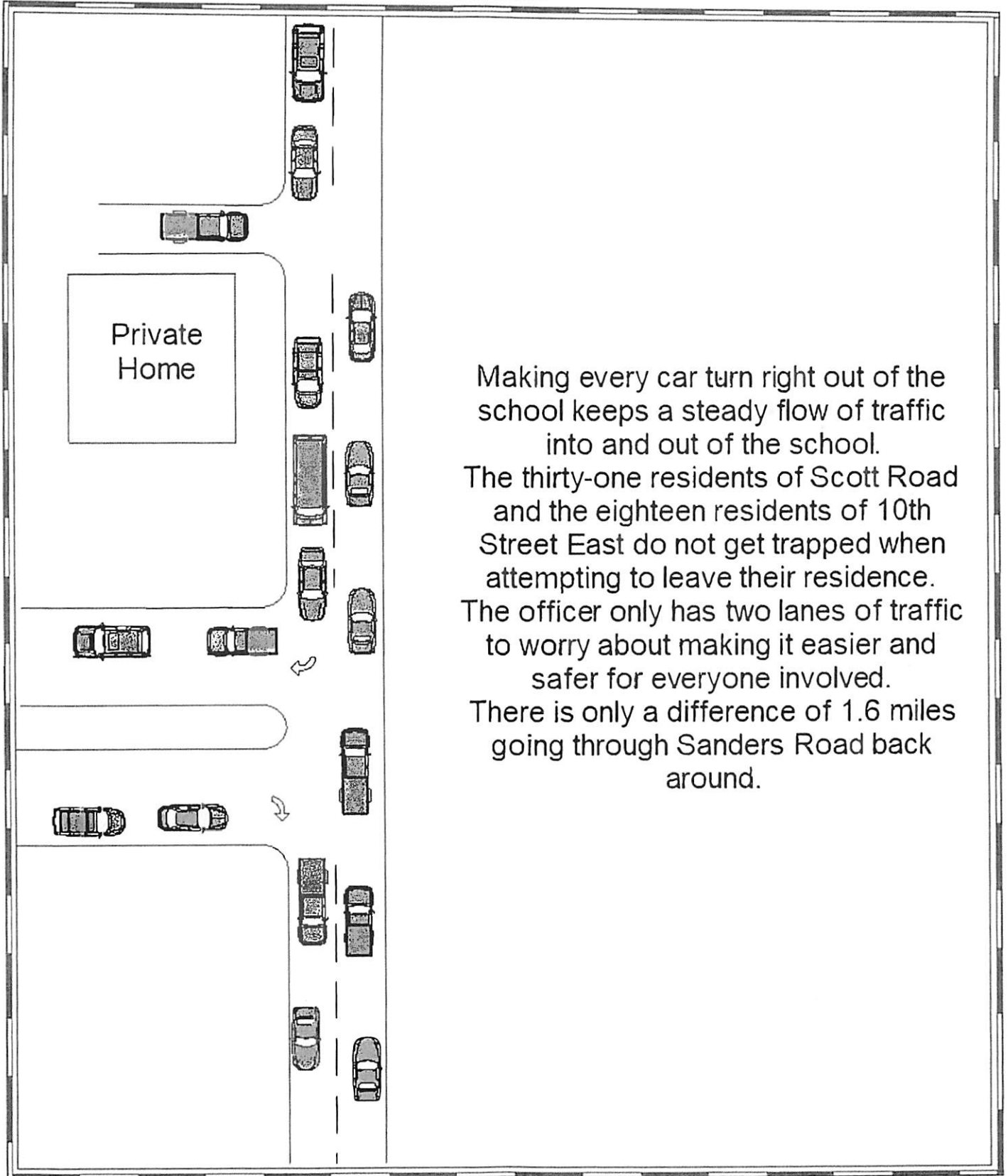
Councilor Eric Brown thanked everyone for coming out and is looking forward to collaboration with the county. Make an impact on the community. He encouraged everyone to be the hands and feet of Jesus right here, in Alexander City.

Council President Colvin expressed her appreciation to the Fire Department, the Chamber of Commerce, and the county and their willingness to work with the city. Last Friday, 218 3<sup>rd</sup> graders toured the city facilities and was reported by teachers that they were very appreciative and learned a lot about how the city functions. She thanked Dana Fuller for her efforts in putting this together. She thanked Pastor Ellison for coming to offer prayer for our city.

**Executive Session:** None

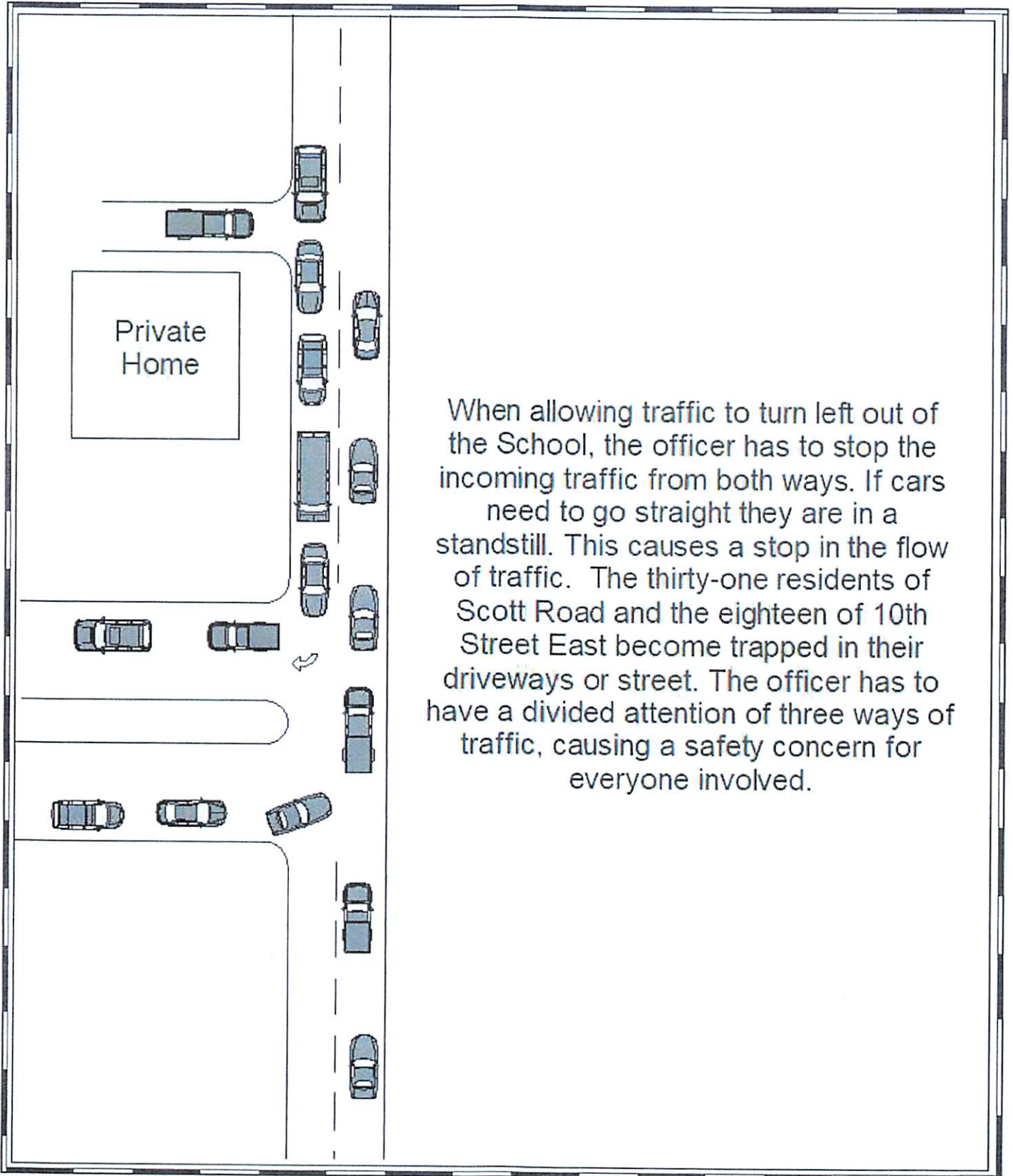
**Adjournment:** Councilor Tapley made a motion to adjourn at 6:12 p.m.

DIAGRAM



Making every car turn right out of the school keeps a steady flow of traffic into and out of the school. The thirty-one residents of Scott Road and the eighteen residents of 10th Street East do not get trapped when attempting to leave their residence. The officer only has two lanes of traffic to worry about making it easier and safer for everyone involved. There is only a difference of 1.6 miles going through Sanders Road back around.

DIAGRAM



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**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement with Alabama Department of Environmental Management for Advanced Grant Funding of \$26,040.00 for a Protainer Recycling Trailer

**WHEREAS**, the City of Alexander City applied for, and was awarded a grant from the Alabama Department of Environmental Management (ADEM); and

**WHEREAS**, the awarded amount of \$26,040.00 will be used for a protainer recycling trailer to be used for Alexander City residents recycling efforts; and

**WHEREAS**, the grant allows to apply for advance funding rather than reimbursement; and

**WHEREAS**, this nullifies the need for amending the budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby authorizes the mayor to sign an agreement with ADEM to request advanced grant funding in the amount of \$26,040.00.

**ADOPTED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**AUTHENTICATED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**APPROVED:**

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**By:** Curtis “Woody” Baird,  
Mayor



Alabama Department of Environmental Management  
adem.alabama.gov  
1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

April 26, 2023

Mayor Curtis Woody Baird  
City of Alexander City  
PO Box 552  
Alexander City, AL 35011

**RE: FY2023 ARF Supplemental Grant Award**

Dear Mayor Baird:

Congratulations on your Supplemental FY2023 Alabama Recycling Fund Grant Award. Please find enclosed two copies of the grant agreement between the City of Alexander City and the Alabama Department of Environmental Management. Please review the agreement thoroughly. Once your review is complete, initial the top of each page of both copies and have the responsible official sign them where indicated. Your main point of contact at ADEM for the grant, Abby Bowman may be reached at (334) 279-3045 or via email at [abby.bowman@adem.alabama.gov](mailto:abby.bowman@adem.alabama.gov). Return all signed copies to our office:

ATTN: Abby Bowman  
ADEM/Solid Waste Branch  
P O Box 301463  
Montgomery, AL 36130-1463

Congratulations again on your grant award and I look forward to working with you in increasing recycling and waste minimization in Alabama.

Sincerely,

A handwritten signature in black ink that reads "R.T. Kelsey".

Richard T. Kelsey, Chief  
Materials Management Section  
Solid Waste Branch  
Land Division

RTK/alb

Enclosure: Grant Agreement (2)

Grantee Initials \_\_\_\_\_

**Alabama Recycling Fund Grant Agreement**

**Grantee:** City of Alexander City  
**Contact Person:** Sasha Stewart  
**Address:** PO Box 552  
Alexander City, AL 35011  
**Email:** sasha.stewart@alexandercityal.gov  
**Telephone:** (256)-409-2020

**Responsible Person:** Curtis Woody Baird  
**Address:** PO Box 552  
Alexander City, AL 35011  
**Email:** woody.baird@alexandercityal.gov  
**Telephone:** (256)-329-6730

Grant reimbursements should be made payable to:  
City of Alexander City

Grant reimbursements mailed to this address:  
PO Box 552  
Alexander City, AL 35011

**Grant Period:** October 1, 2022 - September 30, 2023  
**Amount Awarded:** \$26,040.00

**Semiannual Report Due Dates:**  
Semiannual Report Due: September 30, 2023

The Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure of funds under the Alabama Recycling Fund Grant Program. The Alabama Recycling Funds Grant Program is further defined in Chapter 335-13-10 of the Alabama Solid Waste Regulations.

A maximum of \$26,040.00 inclusive of all costs will be granted for this project to the City of Alexander City (hereinafter referred to as the Grantee) by ADEM (hereinafter referred to as Department). Reimbursement of expenditures will be limited to and in accordance with the program budget submitted by the grantee and may be found as Attachment B of this Agreement.

Alabama Department of Environmental Management  
adem.alabama.gov  
1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

April 26, 2023

Mayor Curtis Woody Baird  
City of Alexander City  
PO Box 552  
Alexander City, AL 35011

**RE: FY2023 ARF Supplemental Grant Award**

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ATTN: Abby Bowman  
ADEM/Solid Waste Branch  
P O Box 301463  
Montgomery, AL 36130-1463

Congratulations again on your grant award and I look forward to working with you in increasing recycling and waste minimization in Alabama.

Sincerely,



Richard T. Kelsey, Chief  
Materials Management Section  
Solid Waste Branch  
Land Division

RTK/alb

Enclosure: Grant Agreement (2)



Grantee Initials \_\_\_\_\_

**GENERAL REQUIREMENTS**

The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

**I. GENERAL PROJECT SUMMARY**

The City of Alexander is being awarded funds to purchase a Pro-tainer recycling trailer. Previously, citizens were able to drop off recyclables 24 hrs per day, 7 days a week. The City of Alexander City recently had to enclose their recycling center with fencing that is closed after hours. In order to continue providing drop-off options for citizens, they are purchasing a recycling trailer that will be located outside the fenced area.

**A. MILESTONES/TIMELINE OF ACTIVITIES**

The grantee agrees to begin the implementation of the project during the grant period outlined in this agreement, conditional upon the grant agreement being signed and becoming a binding contract.

**B. REGIONAL PARTNERSHIPS**

If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

**II. BUDGET AND EXPENDITURES**

The approved project budget and maximum reimbursable expenditures are further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

**Itemized Budget**

Pro-tainer Trailer	\$26,040.00
<b>Total</b>	<b>\$26,040.00</b>

**Categorized Budget**

Infrastructure (equipment, buildings, land, etc.)	\$26,040.00
Personnel (salaries, benefits, etc.)	\$0.00
Education (materials, radio/TV, hand-outs, etc.)	\$0.00
<u>Professional Services (consultants, engineering, planning)</u>	<u>\$0.00</u>
Total Budget	\$26,040.00

Grantee Initials \_\_\_\_\_

**A. ALLOWABLE COSTS**

Expenditures shall be limited to the allowable costs as stated in this agreement and in accordance with the Alabama Recycling Fund Grants Program as stated in Chapter 335-13-10. The Grantee shall not retain any grant funds in excess of actual Recycling Program expenses.

**B. REVENUE DISBURSEMENT**

Funds will be reimbursed to the responsible official as indicated on page 1 of this agreement unless otherwise stated below.

\_\_\_\_\_  
\_\_\_\_\_

**C. REIMBURSEMENT**

To receive reimbursement, records to include receipts, proof of payment (cancelled checks and/or credit card statements), and invoices shall be submitted with each semiannual report. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. All requests for advance funds shall be made to and approved by the Department before purchasing. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this grant agreement without prior written approval may be determined to be ineligible for reimbursement. All requests for reimbursement must be submitted with the semiannual report received by September 30. The Department, at its sole discretion, may request additional justification or documentation relating to any expenditure of grant funds. If this grant agreement includes the disbursement of funds for any purpose as may be deemed operating subsidies by the Department, the grantee shall provide to the Department, in the form of a written report submitted within one (1) year of grant execution, documentation that such subsidies will no longer be required from any future Alabama Recycling Fund Grant or Fund disbursement.

**D. SWMP CONSISTENCY**

If the Grantee has been awarded funding to revise a Solid Waste Management Plan (SWMP), the SWMP must first be revised and approved by the Department before reimbursement will be made for any other activities associated with this agreement.

**III. AMENDMENTS**

Any amendments or modifications to this grant agreement must be submitted by the listed responsible official and be approved by the Department in writing before becoming effective. Any and all amendments shall be as if incorporated herein.

**IV. REPORTING REQUIREMENTS**

The grantee shall provide the Department semiannual reports as required by Attachment A: Scope of Services and shall comply with requests for information as the Department may require in order to fulfill the requirements of this agreement and applicable regulations

Grantee Initials \_\_\_\_\_

**GENERAL REQUIREMENTS**

The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

**I. GENERAL PROJECT SUMMARY**

The City of Alexander is being awarded funds to purchase a Pro-tainer recycling trailer. Previously, citizens were able to drop off recyclables 24 hrs per day, 7 days a week. The City of Alexander City recently had to enclose their recycling center with fencing that is closed after hours. In order to continue providing drop-off options for citizens, they are purchasing a recycling trailer that will be located outside the fenced area.

**A. MILESTONES/TIMELINE OF ACTIVITIES**

The grantee agrees to begin the implementation of the project during the grant period outlined in this agreement, conditional upon the grant agreement being signed and becoming a binding contract.

**B. REGIONAL PARTNERSHIPS**

If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

**II. BUDGET AND EXPENDITURES**

The approved project budget and maximum reimbursable expenditures are further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

**Itemized Budget**

Pro-tainer Trailer	\$26,040.00
<b>Total</b>	<b>\$26,040.00</b>

**Categorized Budget**

Infrastructure (equipment, buildings, land, etc.)	\$26,040.00
Personnel (salaries, benefits, etc.)	\$0.00
Education (materials, radio/TV, hand-outs, etc.)	\$0.00
<u>Professional Services (consultants, engineering, planning)</u>	<u>\$0.00</u>
Total Budget	\$26,040.00

Grantee Initials \_\_\_\_\_

regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility and recovered materials processing facility) regulations contained in Code of Alabama 335-13-10.

#### **V. EVALUATION METHOD**

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and are conditional for continued reimbursement as detailed in this Agreement.

#### **VI. RETENTION OF DOCUMENTS**

Department personnel will monitor the implementation and timeline of activities and expenditures covered under this agreement. All documents related to this agreement including requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with the Department associated with this agreement must be kept updated and readily accessible to Department staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of records shall also be included with each semi-annual report submitted by the Grantee.

#### **VII. FAILURE TO COMPLY**

The Department may terminate a grant award in whole or in part and demand refund of grant funds when there is substantial non-compliance with the terms of the award or these rules, a determination made by the Department that the grant was obtained by fraudulent means, found that grant monies have been used for non-allowable costs, or a determination made by the Department that gross abuse or corrupt practices have been used in the administration of the grant project by the Grantee. The Department shall give written notice to the Grantee (via certified mail, return receipt requested) of its intent to terminate a Fund grant, in whole or in part, at least 30 days prior to the intended date of termination. The Department shall afford the Grantee an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (via certified mail, return receipt requested) terminate the Fund in whole or in part. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the grant agreement.

#### **VIII. PROMOTIONAL, EDUCATIONAL AND OTHER MATERIALS**

A copy of promotional and educational materials developed as part of this agreement shall be submitted electronically to the Department prior to public distribution. The Department shall have the right to use any printed materials developed as part of this agreement in any manner the Department deems appropriate. The use of grant funds provided through this agreement utilized for the development and or publication of promotional, educational, and other materials shall cause the same to include the Department logo and the following statement, *"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."* Such materials shall be maintained by the grantee according to requirements for document retention included herein. Such materials may also not be copyrighted or reserved in any manner.

Grantee Initials \_\_\_\_\_

**IX. COMPLIANCE WITH RELEVANT LAWS**

The Recipient agrees to comply with all relevant federal, state, and local laws, ordinances or other requirements in the design, construction and operation of the facility, to specifically include environmental regulations. The Recipient shall comply with Affidavit and E-Verify requirements for Ala. Code §§ 31-13-9(a) and (b). Continued, substantial non-compliance may be considered as a failure to comply and result in termination of this agreement for cause. The Recipient is also subject to all provisions of the ADEM Administrative Code, the Solid Waste and Materials Management Act (SWRMMA), and other applicable requirements.

Grantee Initials \_\_\_\_\_

regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility and recovered materials processing facility) regulations contained in Code of Alabama 335-13-10.

#### **V. EVALUATION METHOD**

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and are conditional for continued reimbursement as detailed in this Agreement.

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Grantee Initials \_\_\_\_\_

STATE OF ALABAMA       )  
  )  
MONTGOMERY COUNTY    )

This Agreement is entered into between the City of Alexander City (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Tallapoosa County, City of Alexander City, AL.

The parties hereto agree as follows:

1. Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Grantee an amount not to exceed \$26,040.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B. Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by September 30, 2023.

C. Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained unless specifically exempted. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained unless specifically exempted. For items with a value greater than \$3,000.00, three such quotes or attempts for quotes must be obtained unless specifically exempted. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. All requests for advance funds shall be made to and approved by the Department. To receive advanced funds, records to include bid documents, receipts, invoices, etc. shall be submitted at least 30 days prior to the required invoice payment date, but no later than 15 days prior to the required invoice payment date. If the required invoice payment is not paid by the required date, then the Recipient will contact the Department immediately for further directions. After the payment is completed, the Recipient shall submit any and all documentation confirming payment was completed to the Department.

Grantee Initials \_\_\_\_\_

Advanced funds for any items made prior to the effective date of the grant agreement without prior written approval may be determined to be ineligible for reimbursement. The Department, at its sole discretion, may request additional justification or documentation relating to any advanced funds request.

If the required documentation is not submitted within 15 days after the required invoice payment, then the payment may be determined to be ineligible for reimbursement and advanced funds will be reimbursed to the Fund. If the advanced funds are not used for the submitted documentation, then the payment may be determined to be ineligible for reimbursement and all advanced funds will be reimbursed to the Fund.

This agreement is conditioned upon the receipt of sufficient funds from the Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this agreement is subject to termination in the event that funds are not appropriated for the continued payment of the grant in subsequent fiscal years.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed unless previously approved by the Department, and shall terminate 12 months from the date of execution unless extended by the Department. This Agreement is conditioned upon the receipt of sufficient funds from the Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Grantee may cancel this Agreement. In the event



Grantee Initials \_\_\_\_\_

STATE OF ALABAMA     )  
  )  
MONTGOMERY COUNTY    )

This Agreement is entered into between the City of Alexander City (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Tallapoosa County, City of Alexander City, AL.

The parties hereto agree as follows:

1.     Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2.     Payment

A.     The Department agrees to reimburse the Grantee an amount not to exceed \$26,040.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B.     Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by September 30, 2023.

C.     Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained unless specifically exempted. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained unless specifically exempted. For items with a value greater than \$3,000.00, three such quotes or attempts for quotes must be obtained unless specifically exempted. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

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Grantee Initials \_\_\_\_\_

of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the

Grantee Initials \_\_\_\_\_

prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, electronic files, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

“This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund.”

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Grantee.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report. If OMB Uniform Guidance is applicable the Contractor agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The

Grantee Initials \_\_\_\_\_

of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

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The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

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The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the

Grantee Initials \_\_\_\_\_

Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Grantee is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Grantee Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Grantee or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement unless otherwise provided by law.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Alternative Dispute Resolution

In the event of any dispute between the parties, senior officials shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustments of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

Grantee Initials \_\_\_\_\_

20. Requisite Reviews and Approvals

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and shall not begin performing work under this Agreement until notified to do so by the Alabama Department of Environmental Management.

21. Immigration Status.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

22. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

23. No Funds for Lobbying Cause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Grantee Initials \_\_\_\_\_

Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

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19. Alternative Dispute Resolution

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For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

Grantee Initials \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Alexander City

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

\_\_\_\_\_  
Date

ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT

By: \_\_\_\_\_  
Lance R. LeFleur  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
As to Legal Form

\_\_\_\_\_  
Date



**ATTACHMENT A****SCOPE OF SERVICES**

Upon the effective date of Agreement signature, the City of Alexander City (Grantee), agrees to effectively and expeditiously facilitate the following Scope of Services:

1. The Grantee will follow and abide by the Agreement as approved or amended. The Grantee will obtain permission from the Department for project related changes or modifications, revisions, and/or amendments to the latest approved agreement prior to expenditure of funds.
2. No deviations from the approved project budget or expenditure of funds other than for the purposes stated in the latest approved agreement are authorized without prior approval from the Department.
3. All funded project reports and financial records will be maintained by the recipient and made available for review and disclosure for a minimum of five years following the grant closeout.
4. A comprehensive final semiannual report to include an Executive Summary (generalized project summary) will be submitted by the Grantee to the Department by September 30<sup>th</sup>. All project outputs and deliverables must be completed by the project end date, September 30<sup>th</sup>. This semi-annual reports will, at a minimum, include:
  - The status/outcome of each project objective and milestone per project application agreement
  - Expenditures of any ARF funds and local funds (documentation for local funds is not required). Required documents needed for ARF grant reimbursements shall include invoices, receipts, proof of payment (cancelled checks and/or credit card statements), and any additional documentation the Department deems necessary.
  - Quantity of recyclable materials collected by material type with out-of-state generated materials reported separately from in-state
  - Price(s) received for marketed recyclables by material type
  - Destination of marketed materials,
  - Documented increase in collections and participation (tonnage prior to implementation vs. tonnage at project completion)
  - If asking for education and outreach funding, include a description of any education or public outreach components and an explanation of how the educational component will directly promote the use of existing or planned local recycling projects.
  - Location/addresses of public recycling bins/containers (lat/long if available)

Grantee Initials \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Alexander City

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

\_\_\_\_\_  
Date

ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT

By: \_\_\_\_\_  
Lance R. LeFleur  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
As to Legal Form

\_\_\_\_\_  
Date

Grantee Initials \_\_\_\_\_

5. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.
6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: ***"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."***
7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.
8. The Grantee agrees to submit at least one project description or project status news article for distribution to local area newspapers or to various other local public media for potential publication or dissemination in any manner as the Department may determine.
9. New recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department. Existing recycling programs must be registered to report as determined by the Department, if applicable and directed to do so by the Department.
10. The Grantee must have an established account on the Alabama Environmental Permitting and Compliance System (AEPACS).
11. The Grantee agrees to comply with all requirements and conditions specified in local, state, or federal rules, regulations, laws or ordinances. Grant funding for this project is, at a minimum, subject to Alabama Recycling Fund Grant Regulations contained in ADEM Administrative Code 335-13-10.
12. The Grantee will inform the Department as soon as problems, delays, or adverse conditions become known which will materially impair the ability to complete this Agreement, or to meet outputs/outcomes/milestones specified in this Agreement, for the duration of the Agreement.
13. Property (equipment greater than \$5,000 cost) that is purchased in whole or in part with grant funds must be properly managed and used solely for recycling purposes (e.g. inventory, control system, maintenance, storage, etc.) for at least five years.

Grantee Initials \_\_\_\_\_

**ATTACHMENT B**  
**PROJECT BUDGET**

<b>Pro-tainer Trailer</b>	<b>\$26,040.00</b>
<b>Total</b>	<b>\$26,040.00</b>

Grantee Initials \_\_\_\_\_

5. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.
6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: ***“This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund.”***
7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.
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13. Property (equipment greater than \$5,000 cost) that is purchased in whole or in part with grant funds must be properly managed and used solely for recycling purposes (e.g. inventory, control system, maintenance, storage, etc.,) for at least five years.

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**ORDINANCE**

To Amend Alexander City Code § 90-66 – Sewer Rates

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

**SECTION 1.** Article II, § 90 – 66 is amended to add the Customer Type, Industrial; Class, Industrial; Rates as shown:

BASE CHARGE	USAGE /1000 GAL	YEAR 2 BASE RATE	YEAR 3 BASE RATE	YEAR 4 BASE RATE	YEAR 5 BASE RATE
\$46.62	\$6.00	\$6.42	\$6.87	\$7.35	\$7.86

Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance are hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance.

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

**ADOPTED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**AUTHENTICATED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**Sec. 90-66. - Sewer rates; basis, adjustment and allocation.**

Sewer services provided to any establishment by the city shall be paid for monthly and shall be charged for in accordance with the following schedule of rates, except as otherwise provided in this article:

**FIVE-YEAR SEWER RATE INCREMENTS**

EXPAND

	Customer Type	Class	Average Monthly Consumption (kgal)	CURRENT			AMENDED						
				Base Charge	Usage/1,000 gal	Average Bill	Year 1			Year 2	Year 3	Year 4	Year 5
							Base Charge	Usage/1,000 gal	Average Bill	Average Bill	Average Bill	Average Bill	Average Bill
1	Residential	Residential	3,935	\$10.00	\$6.34	\$34.95	\$20.00	\$12.68	\$69.90	\$74.79	\$80.02	\$85.63	\$91.62
2	Commercial	Commercial	14,992	\$23.31	\$3.00	\$68.19	\$46.42	\$6.00	\$136.37	\$145.92	\$156.13	\$167.06	\$178.76
3	Schools	Commercial	23,708	\$23.21	\$3.00	\$94.33	\$46.42	\$6.00	\$188.67	\$201.87	\$216.01	\$231.13	\$247.31
4	Churches	Residential	4,919	\$10.00	\$6.34	\$41.19	\$20.00	\$12.68	\$82.37	\$88.14	\$94.31	\$100.91	\$107.97
5	Housing Auth.	Residential	2,593	\$10.00	\$6.34	\$26.44	\$20.00	\$12.68	\$52.88	\$56.58	\$60.54	\$64.78	\$69.31
6	Municipal	Commercial	8,030	\$23.21	\$3.00	\$47.30	\$46.52	\$6.00	\$94.60	\$101.22	\$108.31	\$115.89	\$124.00
7	Walmart	Commercial	66,000	\$23.21	\$3.00	\$221.21	\$46.42	\$6.00	\$442.42	\$473.39	\$506.53	\$541.98	\$579.92

**RESOLUTION**

To Appoint Drew Meacham to the Alabama Municipal Electric Authority Election Committee

**WHEREAS**, a vacancy has occurred on the Alabama Municipal Electric Authority Election Committee; and

**WHEREAS**, it is the desire of the City of Alexander City to fill that vacancy to ensure the continuity of the Committee’s operation.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City hereby appoints Drew Meacham and said term will expire until a successor is duly qualified and appointed:

**ADOPTED THIS 15<sup>TH</sup> DAY OF MAY, 2023.**

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

**AUTHENTICATED THIS 15<sup>TH</sup> DAY OF MAY, 2023.**

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

**APPROVED:**

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

Yeas:

Nays:



**RESOLUTION**

To Authorize the Mayor to Execute the 2023 Municipal Water Pollution Prevention Report for the Sugar Creek Waste Water and Coley Creek Treatment Facilities

**WHEREAS**, the City of Alexander City, Alabama (City) owns and operates Sugar Creek Waste Water and Coley Creek Waste Water Treatment Plants; and

**WHEREAS**, the City is required to complete a Municipal Water Pollution Prevention (MWPP) Report which is a full account of our sewer and waste water system and sludge land application for the previous year; and

**WHEREAS**, each year the MWPP report must be approved by the governing body and submitted to the Alabama Department of Environmental Management (ADEM) no later than May 31.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby authorizes the mayor to execute the 2023 Municipal Water Pollution Prevention Report.

**ADOPTED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**AUTHENTICATED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**APPROVED:**

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

**Municipal Water Pollution Prevention Resolution Form**

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of \_\_\_\_\_

informs the Department of Environmental Management that the following

actions were taken by (governing body) \_\_\_\_\_.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
  - (a)
  - (b)
  - (c)
  - (d)

Passed by a (majority)(unanimous) vote of the \_\_\_\_\_  
on (date).

\_\_\_\_\_

\_\_\_\_\_  
Clerk

**RESOLUTION**

To Authorize the Mayor to Enter into a Service Agreement with Engineered Cooling Services of Millbrook, Alabama for the Service and Inspection of TRANE/Mitsubishi HVAC Units Located at the Municipal Complex

**WHEREAS**, the City of Alexander City has a need for routine scheduled maintenance of the HVAC units at the complex due to the warranty expiration; and

**WHEREAS**, Engineered Cooling Services has presented an agreement that will meet the need at a cost of \$9,700.00 annually; and

**WHEREAS**, this amount is in the approved FY 2023 budget, Building and Maintenance line item; and

**WHEREAS**, this same amount will be requested to continue the Agreement in the FY 2024 budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby authorizes the mayor to sign an agreement with Engineered Cooling Services of Millbrook, Alabama and sign any and all documents related to this Agreement.

**ADOPTED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**AUTHENTICATED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

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

**APPROVED:**

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

5

# **Engineered** Cooling Services

Building Efficiency and Sustainability

A Service Logic Company

3040 Main Street  
Millbrook, AL 36054  
Engineeredcooling.com

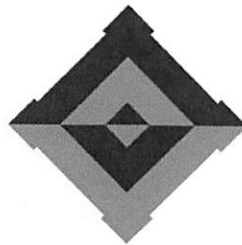
# Service Agreement

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Planned Maintenance - Annual

February 14, 2023

*Proposal Prepared For:*  
City of Alexander City  
281 James D Nabors Dr  
Alexander City, Alabama 35010



**ALEXANDER  
CITY**  
ALABAMA

5

**Engineered Cooling Services**  
Building Efficiency and Sustainability

A Service Logic Company

Company:

Client:

ECS  
2801 N Davis Highway  
Pensacola, FL 32503

City of Alexander City  
281 James D Nabors Dr  
Alexander City, Alabama 35010

Contact: Nick Smith  
Email: [nsmith@engineeredcooling.com](mailto:nsmith@engineeredcooling.com)  
(Herein after referred to as 'Company')

Contact: Kirk Mickaels  
Email: [kirk.mickaels@alexandercityal.gov](mailto:kirk.mickaels@alexandercityal.gov)  
(Herein after referred to as 'Client')

ECS will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:

Location of Service:

ECS Montgomery  
3040 Main Street  
Millbrook, AL 36054

Alex City Municipal Complex  
281 James Nabors Dr.  
Alexander City, Alabama 35010

# Scope of Services

## Planned Maintenance

ECS has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, ECS has customized the following services to meet your objectives:

## Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

### 1. Visual Inspections

ECS shall provide a visual inspection of the systems and components included in the Agreement.

### 2. Physical Tests

ECS shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City of Alexander City and ECS.

## Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

### 3. Preventative Maintenance

ECS shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

### 4. Predictive Maintenance

ECS shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

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## Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Dehumidifier- 1 Ton	26	Dehumid	Therma- stor	Ultra-aire XT205H	N.A.
Fan Coil Unit	31	FCU	Mitsubishi	PVfy-P(18-36)	N.A.
Split System - 1-6 Tons	16	SSU	Lennox	TPA048H4-460	N.A.
VRF Cassettes	91	VRFC	Mitsubishi	PLFY-P(08-12)	N.A.
VRF Condensing Unit - 7-10 Tons	4	VRF	Mitsubishi	PURY-P(96-168)	N.A.
VRF Condensing Unit - 12.5-20 Tons	4	VRF	Mitsubishi	PURY-P(96-168)	N.A.
Unit Heater	4	HEAT	Mitsubishi	HUHA548	N.A.

## Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE
Dehumidifier- 1 Ton	1
Fan Coil Unit	1
Split System - 1-6 Tons	1
VRF Cassettes	1
VRF Condensing Unit - 7-10 Tons	1
VRF Condensing Unit - 12.5-20 Tons	1
Unit Heater	1

## Maintenance Service Checklist

### Typical Tasks include

#### Make-Up Air Units

##### Comprehensive Scheduled Maintenance

1. Tighten set screws on fan assembly locking collars.
2. Clean condensate pan and inlet guide vanes.
3. Clean evaporator coils as required.
4. Inspect fan and motor operation.
5. Tighten electrical connections.
6. Inspect starter contactors and connections.
7. If the unit has a VFD we will inspect all connections.
8. Clean the heat sink with dry nitrogen.
10. Check programming.
11. Check all internal parts for wear.
12. Observe overall condition and report any deficiencies that are discovered.
13. Clean energy recovery wheel.
14. Clean desiccant wheel.

#### Fan Coil Unit

##### Comprehensive

1. Verify operation
2. Change filter
3. Inspect fan blades
4. Inspect bearings for excessive wear & end play
5. Check bearings for excessive temperature & noise
6. Inspect for corrosion and wear
7. Check housing clearance
8. Check alignment, balance and security to shaft
9. Check & tighten electrical connections
10. Inspect cooling coil
11. Inspect heating coil
12. Inspect condensate pans & drains
13. Check gate valves for packings
14. Check gate valves for leaks
15. Lubricate bearings
16. Clean cooling coil
17. Clean heating coil



**Split System****Comprehensive Maintenance**

1. Perform all items listed in Operational inspections.
2. Leak test all refrigerant piping.
3. Tighten set screws on fan assembly locking collars.
4. Clean condensate pan.
5. Chemically clean condenser coils.
6. Clean cassettes as required.
7. Inspect fan and motor operation.
8. Check compressor operation and amperage draw.
9. Tighten all electrical connections.
10. Check thermal expansion valve sensing bulb for proper security and insulation.
11. Observe overall condition and report any deficiencies that are discovered.

**VRF - VAV****Comprehensive Maintenance**

1. Perform all items listed in Operational inspections.
2. Vacuum loose debris from the VAV box and reheat coil.
3. Check motors starter and wiring for discoloration or indications of excessive heat.
4. Check all panels and confirm they are properly fastened.
5. Clean and dust-off exterior of VAV box.
6. Observe overall condition and report any deficiencies that are discovered.

# Authorization

The initial term of this Agreement will commence on 5/1/2023 and shall continue through 4/30/2024. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **\$9,700.00** the first year. This Agreement is payable **\$4,850.00 Semi-Annually** from 5/1/2023 to 4/30/2024. This agreement price does not include applicable state and local sales and use tax.

\*If the agreement is canceled after the annual service has been completed but before the second payment has been received Alexander City will be required to pay the remaining total of the first year pricing

**Offered By:**  
ECS Montgomery

**Approved For:**  
City of Alexander City

Nick Smith  
Maintenance Sales Rep

Print Name

**Approved for Company by:**

Signature

\_\_\_\_\_

Title

Date

Date

Please sign and email to Nick Smith at [nsmith@engineeredcooling.com](mailto:nsmith@engineeredcooling.com).

THANK YOU FOR YOUR BUSINESS!

## Terms and Conditions

### 1. Scope of Work.

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

### 2. Access

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

### 3. Charges; Additional Services; Changes.

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

### 4. Invoices; Payment Terms.

In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty

Confidential & Proprietary

- (30) day period, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
  6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
  7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
  8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
  9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
  10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
  11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
  12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
  13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.
  14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK

PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION**

To Amend Resolution 03 – 07, Adopted on October 7, 2002, Amended on April 17, 2017

**WHEREAS**, the City of Alexander City, Alabama (City) adopted Resolution 03 – 07, regarding training costs for the Fire Department; and

**WHEREAS**, the resolution states that Basic EMT is required to fulfill a one (1) year obligation before training costs are no longer reimbursable; and

**WHEREAS**, the Fire Department desires to mirror Code of Alabama § 36-21-7, requiring training reimbursement for training expenses if employed by the State of Alabama, any county, sheriff’s department, fire district, or another municipality within 24 months after completing the training requirements mandated by Article 3, (commencing with § 36-21-40) or by Chapter 32 (commencing with § 36-32-1); and

**WHEREAS**, the required reimbursement shall be for the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, overtime paid to other employees who fill in for the trainee during his or her absence, and any other related training expenses, shall be paid to the City of Alexander City.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby amends resolution 03-07 to require the following obligation:

- Basic Fire School                      Two (2) Years
- Basic EMT                                      Two (2) Years
- Advanced EMT                              Two (2) Years
- Paramedic                                      Three (3) Years

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**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement with Alabama Power Company for Light Emitting Diode (LED) Lighting Services

**WHEREAS**, the City of Alexander City currently has High Intensity Discharge (HID) fixtures located throughout the city; and

**WHEREAS**, Alabama Power Company has presented a proposal to update the HID fixtures to LED; and

**WHEREAS**, the current monthly rate for lighting should decrease substantially with the replacement of the existing lighting.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City that the five-hundred ten (51) street lights, as shown on Exhibit A will be replaced with LED lighting.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to enter into a Master Contract for Lighting Services with Alabama Power for the replacement of said street lights.

**ADOPTED THIS 15<sup>TH</sup> DAY OF MAY, 2023.**

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

**AUTHENTICATED THIS 15<sup>TH</sup> DAY OF MAY, 2023.**

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

**APPROVED:**

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

**CITY OF ALEXANDER CITY LED STREETLIGHT PROJECT SUMMARY - COMPARABLE FIXTURE UPGRADE**

Current HID Fixture Description - BEFORE	HID Fixture Count	Total Price Per Fixture	Total Monthly HID Price	LED Fixture Description - AFTER	LED Fixture Count	Total Price Per Fixture	Total Monthly LED Price	Total Increase or Decrease
<b>Alabama Power Owned Fixtures:</b>				<b>Alabama Power Owned Fixtures:</b>				
Open Bottom 100W HPS	97	\$10.10	\$979.70	Cobra Head - 5,200-7,200 Initial Lumens	0	\$10.61	\$0.00	(\$979.70)
Open Bottom 175W MV	315	\$10.88	\$3,427.20	Cobra Head - 5,200-7,200 Initial Lumens	0	\$10.61	\$0.00	(\$3,427.20)
Cobrahead 70W HPS	0	\$8.83	\$0.00	Cobra Head - 3,700-4,700 Initial Lumens	445	\$7.47	\$3,324.15	\$3,324.15
Cobrahead 100W HPS	1	\$10.75	\$10.75	Cobra Head - 5,200-7,200 Initial Lumens	1	\$10.61	\$10.61	(\$0.14)
Cobrahead 150W HPS	3	\$14.65	\$43.95	Cobra Head - 8,500-11,000 Initial Lumens	12	\$14.43	\$173.16	\$129.21
Cobrahead 250W HPS	4	\$20.84	\$83.36	Cobra Head - 14,000-19,000 Initial Lumens	9	\$20.02	\$180.18	\$96.82
Cobrahead 400W HPS	1	\$28.58	\$28.58	Cobra Head - 27,000-34,000 Initial Lumens	2	\$27.55	\$55.10	\$26.52
Cobrahead 250W MV	13	\$14.44	\$187.72	Cobra Head - 8,500-11,000 Initial Lumens	0	\$14.43	\$0.00	(\$187.72)
Cobrahead 400W MV	1	\$23.03	\$23.03	Cobra Head - 14,000-19,000 Initial Lumens	0	\$20.02	\$0.00	(\$23.03)
Off Road 250W HPS	1	\$24.49	\$24.49	Cobra Head - 14,000-19,000 Initial Lumens	0	\$20.02	\$0.00	(\$24.49)
Cutoff Colonial 70W HPS	0	\$15.34	\$0.00	LED Decorative – 4,001 – 5,500 Initial Lumens	20	\$12.44	\$248.80	\$248.80
Cutoff Colonial 150W HPS	0	\$20.82	\$0.00	LED Decorative – 5,501 – 7,500 Initial Lumens	21	\$14.38	\$301.98	\$301.98
<b>Alabama Power Owned Fixtures - Buy Down to Standard:</b>				<b>Alabama Power Owned Fixtures - Buy Down to Standard:</b>				
<b>Alabama Power Owned Poles - Buy Down to Standard:</b>				<b>Alabama Power Owned Poles - Buy Down to Standard:</b>				
<b>Total Alabama Power Owned Fixtures and Poles:</b>	<b>436</b>		<b>\$4,808.78</b>	<b>Total Alabama Power Owned Fixtures and Poles:</b>	<b>510</b>		<b>\$4,293.98</b>	<b>(\$514.80)</b>
<b>Customer Owned Fixtures:</b>				<b>Customer Owned Fixtures:</b>				
<b>Total Customer Owned:</b>			<b>\$0.00</b>	<b>Total Customer Owned:</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>Additional Facilities</b>			<b>\$101.88</b>	<b>Additional Facilities</b>				<b>(\$101.88)</b>
<b>Totals:</b>	<b>436</b>		<b>\$4,910.66</b>		<b>510</b>		<b>\$4,293.98</b>	<b>(616.68)</b>

**Notes:**

Information for discussion purposes only

Fixture totals are estimated based on current APC billing records and field review. Final quantities and pricing may vary depending on actual LED fixture installed.

Total Monthly LED pricing based on Master Contract for Lighting Services Fixtures Exhibit

LED - Light Emitting Diode

HID - High Intensity Discharge

MV - Mercury Vapor

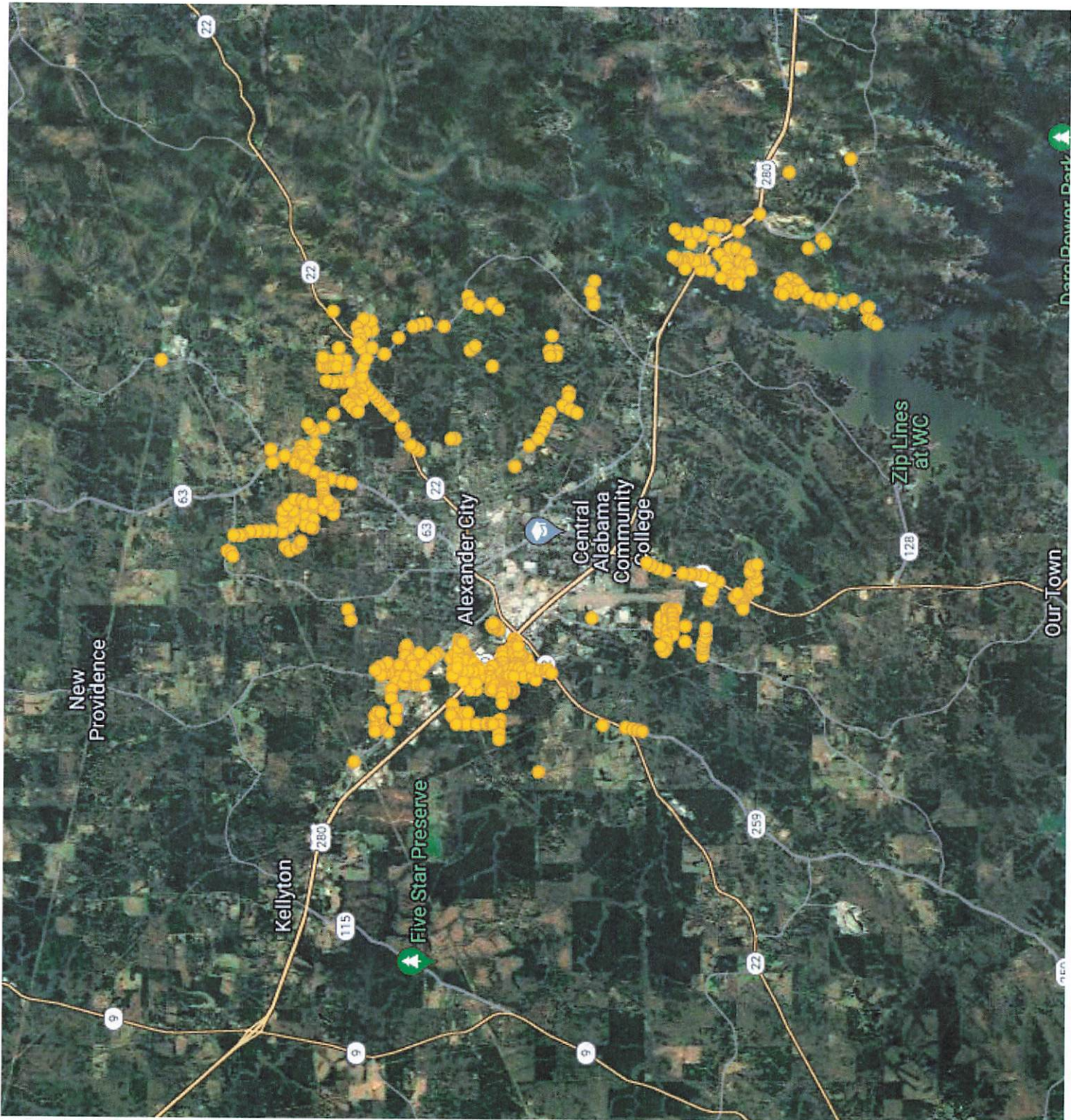
HPS - High Pressure Sodium

MH - Metal Halide

W - Watt

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## Master Contract for Lighting Services - Illumination (Governmental)

### TERMS and CONDITIONS

1. **Lighting Services Agreement.** This Master Contract for Lighting Services – Illumination (Governmental) (“Agreement”) entered into as of the date of the last signature below (the “Effective Date”) establishes the agreed terms and conditions upon which Alabama Power Company (“APC”) will upgrade the existing streetlights currently serving the City of Alexander City (“Customer”) (the “Alexander City Streetlight Service Upgrade”) commencing no later than one hundred and twenty (120) days following the Effective Date of this Agreement. This Agreement shall apply to the “Selected Components” described in the attached Components Exhibit and any additional Components Exhibit(s) executed after the Effective Date of this Agreement. All capitalized terms defined in this Agreement are incorporated in and made a part of the Components Exhibit and any additional executed Components Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Components Exhibit attached hereto.

Under this Agreement, APC: (i) will provide lighting service (“Lighting Service”) and where APC deems necessary, related electric service (“Electric Service”) (“Lighting Service” and “Electric Service” shall be collectively referred to as “Service”) to Customer for the Selected Components referenced in the Components Exhibit and any additional Components exhibit(s) executed for use for the streetlight areas identified jointly by APC and the Customer under the Alexander City Streetlight Service Upgrade (the “Premises”); (ii) may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “APC Assets”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service; and (iii) conduct all other APC Activity (defined below).

2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. Customer acknowledges that the APC Assets, even if attached to Customer’s real property, always will remain the exclusive personal property of APC and that APC may remove the APC Assets when this Agreement ends. For the avoidance of doubt, Customer’s poles (such as Customer’s traffic signal poles) are designated as real property as pertaining to this Agreement. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the APC Assets and agrees that APC may record those documents. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer’s own advisors and not on any statements or representations (written or oral) of APC or any of its representatives and agents.**
3. **Term.** The initial term for the Agreement shall be for thirty six (36) months, calculated from the date of the first monthly bill (the “Initial Term”). After the Initial Term, this Agreement automatically renews on a month-to-month basis (the “Renewal Term(s)”) and collectively with the Initial Term, the “Term”) until terminated by either party by providing written notice of intent to terminate to the other party at least thirty (30) days before the desired termination date.

The Monthly Service Cost for the Alexander City Streetlight Service Upgrade set forth in the attached Components Exhibit and any additional Components Exhibit(s) executed after the Effective Date of this Agreement for the Alexander City Streetlight Service Upgrade shall be valid through the Initial Term of the Agreement as noted above. After the Initial Term, APC reserves the right to revise the Monthly Service Cost in the event APC incurs an increase in the cost of ownership or maintenance. APC will provide notice to Customer in accordance with Section 16 prior to any such revision.

4. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the “Commission”) at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules will be provided by APC upon Customer’s request and are available for viewing on APC’s website <http://www.alabamapower.com>.
5. **Payment.** APC will invoice Customer for the Service per the terms stated in the Components Exhibit and this Agreement and APC’s right to revise the Monthly Service Cost pursuant to Section 3. Customer agrees to pay the monthly amount billed before Customer’s next bill is issued by APC. If a balance is outstanding by the next bill date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the monthly bill in order to continue service.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “APC Activity”). Customer represents that it has the right to permit APC to provide the Service and perform the APC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity and Service.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this service. Customer represents that (i) the Premises’ final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
  - A. **Customer Work.** If APC, upon Customer’s request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC’s installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer’s non-compliance with APC’s specifications or lack of timely (i.e., 10 days’) notice to APC that APC Activity related to the installation and connection of APC Assets can commence will allow Customer to perform any part of the Installation (including trenching) subject to the following: (1) Customer provides request to APC; (2) Customer warrants that Customer’s work will meet APC’s specifications and timing; and (3) Customer acknowledges it is responsible for all reasonable additional costs arising from Customer’s non-compliance with APC’s specifications or delay.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama’s Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) (“Dig Law”), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
  - C. **Unforeseen Condition.** The estimated charges shown on Components Exhibit include no allowance for any subsurface rock, wetland, underground

stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of APC Asset modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

- 8. **Verification of Components Installed.** Each party will appoint representative(s) (the "Representative") to verify the completion of the Installation. The parties will jointly perform the verification by counting the installed Components (the "Component Count"). The Component Count will be compiled by each parties' Representative(s) based on a mutually agreed upon method. The Component Count will be conducted within thirty (30) days of completion of each of the designated streetlight areas containing at least fifteen (15) upgraded streetlights (the "Grid Area").  
The parties will appoint additional Representatives as necessary to complete the Component Count. Following agreement by both parties that the Component Count is correct, APC will send electronic notification to the Customer as of the date of the Component Count. APC will update billing following such verification.  
In the event the Component Count is not completed within thirty (30) days of completion of a Grid Area, billing will be updated based on APC's installation completion count until such time as verification can be completed. Any discrepancies will be mutually resolved and billing will be adjusted accordingly.
- 9. **APC Asset Protection and Damage.** After Installation and throughout the Term, in the event of any work or digging near the APC Asset, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to Alabama 811; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the APC Assets caused by anyone other than APC (or an APC contractor or representative)
- 10. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling 1-888-430-5787 to report the issue or by reporting the issue online at (<http://www.alabamapower.com>).
- 11. **Disclaimer, Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Asset, the Service may not follow IESNA guidelines. "IESNA" shall mean Illuminating Engineering Society of North America. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, the APC Activity or this Agreement, or arising from damage, hindrance, or delay involving the Service, the APC Activity or this Agreement, whether or not reasonable, foreseeable, contemplated, or (avoidable). Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
- 12. **Vandalism.** During the Term, Customer will be responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
- 13. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the APC Assets, the APC Activity or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
- 14. **Default.** Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
- 15. **Immigration Law Compliance.** (a) APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). (b) APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) APC agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for APC on the project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. APC represents and warrants that APC shall not hire, retain or contract with any subcontractor to work on the project in Alabama which APC knows is not in compliance with the Act. (d) By signing the agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 16. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement (including the Monthly Service Cost) by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

IN WITNESS WHEREOF, APC and Customer have caused this Master Agreement to be executed by their authorized representatives.

City of Alexander City

Alabama Power Company

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**COMPONENTS EXHIBIT**

Alabama Power Company ("APC") and the City of Alexander City ("Customer") agree that the Master Contract for Lighting Services – Illumination (Governmental) ("Agreement") dated as of the Effective Date (as defined in the Agreement) shall apply to each of the selected LED fixture type identified below. This Components Exhibit to the Agreement is entered into as of the date of the last signature below.

**APC Owned LED Fixtures**

Selected Components Information				
	Component Description	Monthly Service Cost (see Note 1)	Estimated Regulated Cost (see Note 2)	Total Monthly Cost
1	LED Cobra Head - 3,700-4,700 Initial Lumens	\$6.69	\$0.78	\$7.47
2	LED Cobra Head – 5,200-7,200 Initial Lumens	\$9.43	\$1.18	\$10.61
3	LED Cobra Head – 8,500-11,000 Initial Lumens	\$12.58	\$1.85	\$14.43
4	LED Cobra Head – 14,000-19,000 Initial Lumens	\$17.30	\$2.72	\$20.02
5	LED Cobra Head – 27,000-34,000 Initial Lumens	\$21.95	\$5.60	\$27.55
6	LED Decorative (Colonial) – 4,001 – 5,500 Initial Lumens	\$11.44	\$1.00	\$12.44
7	LED Decorative (Colonial) – 5,501 – 7,500 Initial Lumens	\$12.93	\$1.45	\$14.38
8	LED Decorative (Acorn) – 4,001 – 5,500 Initial Lumens	\$19.12	\$0.89	\$20.01
9	LED Decorative (Acorn) – 7,800 – 9,400 Initial Lumens	\$21.75	\$1.52	\$23.27

**Note 1:** The Monthly Service Cost shall be valid through the Initial Term of the Agreement and shall be applicable to the Alexander City Streetlight Service Upgrade and any additional new streetlight fixtures identified jointly as part of the Alexander City Streetlight Service Upgrade, including streetlight fixtures installed on Customer owned poles through the Initial Term of the Agreement as noted in Section 3. For Components installed on Customer owned poles, APC is only responsible for maintaining the APC Assets. Customer is responsible for all poles, wire and necessary equipment serving the fixture.

**Note 2:** The Estimated Regulated Cost is subject to change at any time if a comparable Selected Component with a different wattage meeting the lumens range is selected.

**IN WITNESS WHEREOF**, APC and Customer have caused this Components Exhibit to be executed by their authorized representatives.

City of Alexander City  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Alabama Power Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESOLUTION**

To Reject Bid No. 23-10 for CDBG Water Main Improvements

**WHEREAS**, the City of Alexander City has let bids for CDBG water main Improvements; and

**WHEREAS**, plans and specifications were determined and placed on file with the City Clerk; and

**WHEREAS**, bids were advertised on March 11, 2023; and

**WHEREAS**, one (1) sealed bid was received, opened and read in public on April 6, 2023 at 2:00 p.m.

**WHEREAS**, the bid amount exceeded the budgeted amount for this project; and

**WHEREAS**, the City of Alexander City has the legal right to reject all bids.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby rejects the sole bid for Bid No. 23-10 for CDBG Water Main Improvements.

**ADOPTED THIS 15<sup>TH</sup> DAY OF MAY, 2023.**

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

**AUTHENTICATED THIS 15<sup>TH</sup> DAY OF MAY, 2023.**

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

**APPROVED:**

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

**RESOLUTION**

To Declare an Industrial Treatment Unit as Surplus Property and Authorize the Sale of the Unit

**WHEREAS**, the City of Alexander City Waste Water Treatment Plant facilities are currently being upgraded; and

**WHEREAS**, the Industrial Treatment Unit is no longer needed for public use and serves no public purpose; and

**WHEREAS**, this unit is not suitable for sale on GovDeals; and

**WHEREAS**, the city has been approached by a potential buyer; and

**WHEREAS**, the Purchasing Agent would like the authority to negotiate with the potential buyer to sell at Fair Market Value; and

**WHEREAS**, if a reasonable agreement cannot be made, the City Council of the City of Alexander City authorizes the Purchasing Agent to advertise and sell via silent auction.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City hereby declares the Unit as surplus and further authorizes the Purchasing Agent to negotiate the sale of, or advertise and sell at silent auction the named unit.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign any and all documents related to the sale of this unit.

**ADOPTED THIS 15<sup>TH</sup> DAY OF MAY, 2023.**

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

Curtis "Woody" Baird  
Mayor  
Stephanie Southerland  
City Clerk  
Romy Stamps  
Finance Director



CITY COUNCIL  
Audrey "Buffy" Polvin  
Council President  
Scott Hardy  
President Pro Tempore  
Bobby L. Tapley  
John Eric Brown  
Chris Brown  
Jimmy Keel

P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700  
[www.alexandercityal.gov](http://www.alexandercityal.gov)

May 10, 2023

To Mayor & City Council

Subject: Request to Declare Property as Surplus

The City currently owns and operates a package waste water treatment unit located at the Kellyton industrial park, and it is scheduled to be taken out of service as part of recent upgrades of the industrial park waste water treatment system. It is my recommendation, that this item be excavated and prepared for sale as a packaged unit. However, due to the niche market of the item, it would not be a good fit to be sold via govdeals.com, and the City has been approached by a potential buyer. If approved, it is my intent to work with the potential buyer to reach an agreement for sale at a fair market value, or if unable to reach an agreement the item will be advertised and sold via silent auction.

It is hereby my request that the council declare the package waste water treatment unit surplus, and permission be given to the purchasing agent to conduct the sale as outlined above. Further request, the Mayor be authorized to sign any documents or agreements related to the sale of this property.

Miles P Hamlett  
Purchasing Agent

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