



Regular Council Meeting Agenda

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

Call to Order: Council President Colvin

Opening Prayer: Dr. Roderick Williams, Jehovah Jireh Ministries

Pledge of Allegiance: Council President Colvin

Roll Call:

Approval of Minutes: May 15, 2023 Work Session
May 15, 2023 Regular Meeting

Approval of Agenda: June 5, 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: Planning Commission: Recommendation to Set a Public Hearing to Rezone Property Located at 394 Russell Road from B3 (Central Business) to B2 (General Business) (Petitioner/Owner: Kevin Becker, K2 Self Storage) for Monday, July 10, 2023 at 5:30 p.m.

Public Hearing: None

Report on Status of City Finances: None

Proclamation: None

AMEA SCHOLARSHIP PRESENTATION: Mayor Baird

Unfinished Business: None

New Business:

- 1. RESOLUTION:** To Re-appoint Hanlon Boyles to the Library Board (Sponsored By: Councilor Tapley)
- 2. REQUEST:** To Approve an ABC Lounge Retail Liquor – Class I License to Jessica Cindy Wilson, DBA Jazzy Daiquiri Factory, LLC Located at 849 Cherokee Road
- 3. ORDINANCE:** To Authorize the Issuance of One (1) \$7,105,000 General Obligation Warrant Series 2023-CWSRF-DL (Sponsored By: Council President Colvin and Councilor Keel)
- 4. RESOLUTION:** To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Corrections to Allow the use of Inmates at the City of Alexander City, Alabama (Sponsored By: Council President Pro Tempore Hardy)
- 5. RESOLUTION:** To Authorize a One-Time Additional Paid Holiday for Monday, July 3, 2023 and to Re-Schedule the July 3, 2023 City Council Meeting Date (Sponsored By: Council President Colvin)
- 6. RESOLUTION:** To Authorize the Mayor to Petition the Historic Preservation Committee to Grant a Certificate of Appropriateness to the City to Demolish the Former City Hall, Located at 318 Church Street and the former Courthouse, Located at 4 Court Square (Sponsored By: Mayor Baird)
- 7. ORDINANCE:** To Rescind the Alexander City Zoning Ordinance, Page 124, Article VIII, Amendments, § 5, City Council Action, 5.2, Public Hearing Notice and Amend § 9, Fees (Sponsored By: Mayor Baird)
- 8. RESOLUTION:** To Authorize the Mayor to Enter into a Memorandum of Understanding with the Alexander City Board of Education. (Sponsored By: Council President Colvin and Councilor Tapley)

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:

**ALEXANDER CITY, CITY COUNCIL
WORK SESSION MINUTES
MONDAY, MAY 15, 2023
4:30 P.M.**

The City Council of the City of Alexander City held a work session on Monday, May 15, 2023, at 4:30 p.m. in the Council Chambers at the Municipal Complex, 281 James D. Nabors Drive, Alexander City, AL 35010.

The meeting was called to order by Council President Colvin. The opening prayer was led by Council President Colvin and Councilor Tapley led the Pledge of Allegiance. Councilor E. Brown and Mayor Baird were recorded as being absent. Those present included Romy Stamps, Finance Director; Drew Meacham, Public Works Director; Fire Chief R. McAlister; Lynn Miller, Water Superintendent; Police Captain McKinney; Amanda Thomas, Community Development Director; Kathy Railey, Human Resources Director; Miles Hamlett, Purchasing Agent; Jacob Meacham, Teresa Moten, Piper Barnett, Records Clerk; Larkin Radney; Police Captain Tuck; Joanna Banks, Michelle West, Stephanie J. Southerland, City Clerk. The media was represented by the Outlook.

Councilor Eric Brown arrived at 4:34 and Mayor Baird arrived at 4:51.

NEW BUSINESS DISCUSSION:

1. Michelle West, Main Street Director, and Joanna Banks, Main Street Board President, showed renderings of a proposed Community Performing Arts Center being considered in the area of the former City Hall building. Larkin Radney asked if the city could begin the process of demolition of the building. It was discussed that Main Street would assist in fund raising efforts to support the facility, a Civic Center Authority would own the property, and the City Council would be responsible for appointing the members.
2. Amanda Thomas, Community Development Director, presented a draft MOU with the Board of Education for the proposed site for a new High School and gave an update on upcoming projects throughout the city.
3. Mayor Baird addressed two (2) needed projects; a power sub-station at Coley Creek and Dadeville Road. The city is in discussions with Southern Transmission, through Alabama Municipal Electric Authority (AMEA) for engineering. The Pines Development is requesting sewer. Federal grant funds were requested, but were not considered. The lines will have to be adjusted. These projects are expected to cost approximately \$3.5 million each.
4. Stephanie Southerland discussed the option of requiring a Council member to sponsor agenda items, in order to help them be more informed of upcoming projects. The council agreed that this would be helpful to them.

EXECUTIVE SESSION: None

ADJOURNMENT: Councilor Tapley made a motion to adjourn, Council President Pro Tempore Hardy seconded the motion. The motion to adjourn was approved (6-0). There being no further business to come before the Council, the meeting adjourned at 5:15 p.m.

APPROVED:

Stephanie J. Southerland
City Clerk

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



**ALEXANDER
CITY**
ALABAMA

Regular Council Meeting Minutes

281 James D. Nabors Drive

Council Chambers of Municipal Complex

Monday, May 15, 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 15, 2023, in the Council Chambers of the Municipal Complex. Roll was called, and all members were recorded as being present.

Individuals present included: Romy Stamps, Finance Director; Piper Barnett, Records Clerk; Fire Chief Reese McAlister; Drew Meacham, Public Works Director; Lynn Miller, Wastewater Superintendent; Miles Hamlett, Purchasing Agent; Kathy Railey, Human Resources Director; Police Captain Tuck; Police Captain McKinney; Officer Jai Young; Herbert Harrell, Youth Sports Coordinator; Stephanie J. Southerland, City Clerk. Others present included: Dr. Beverly Price, Ben Saffold, Jacob Meacham, Benjamin Russell Coach Strength, Ashley Brown, Teresa Moten, Alesia Boddie, and the media was represented by The Outlook.

Drew Meacham gave an update about agenda item 1, and commended Sasha Stewart for her efforts in obtaining this grant.

Lynn Miller stated that agenda item 2 will set a reasonable sewer rate for an upcoming industry. This only involves industry, not residential customers. He further clarified that agenda item 4 is the annual report that ADEM requires for submission.

Drew Meacham stated that agenda item 5 is for HVAC maintenance services at the Municipal Complex.

Fire Chief McAlister explained that agenda item 6 would require that any Fire/EMT training that the city funds would require another hiring agency to reimburse the city if they're hired before completing their obligation to the city.

Mayor Baird explained that agenda item 7 would be for lighting improvements throughout the city and would save the city approximately \$600 per month.

Miles Hamlett reported that agenda item 8 is necessary due to the bid amount being more than double the amount that has been budgeted. He further explained that agenda item 9 allows the sale of a piece of equipment that would be a financial benefit to the city.

CALL TO ORDER THE REGULAR COUNCIL MEETING: Council President Colvin called the Council Meeting to order at 5:40 P.M. on Monday, May 15, 2023, in the Council Chambers of the Municipal Complex. Roll was called and all members were recorded as being present.

OPENING PRAYER: Council President Colvin

PLEDGE OF ALLEGIANCE: Held in Work Session

Councilor Chris Brown recognized the Cooper Recreational Center track team and their state medal winners: A'mena Walker and Javien Thomas. Congratulations to the team and coaches for their representation of our city. The coaches thanked Police Officer Jai Young for volunteering to assist with the team and also thanked the parents and grandparents for ensuring the participants are at practice and meets. He further thanked the track participants for how they represent Alexander City not only on the track field, but in life.

Council President Colvin recognized the Benjamin Russell High School track team and Coach Strength for earning two (2) State titles this year. Coach Strength expressed his delight in recognizing young athletes in a positive manner. The team represented the city well and plans to improve in the upcoming year.

APPROVAL OF MINUTES: Regular City Council meeting May 1, 2023. Councilor Tapley made a motion to approve the minutes and Council President Pro Tempore Hardy seconded the motion. There being no discussion, the minutes were approved (6-0).

APPROVAL OF THE AGENDA: Councilor Tapley made a motion to adopt the agenda as presented. Councilor Hardy seconded the motion. There being no discussion, the agenda was adopted (6-0).

REPORTS FROM STANDING COMMITTEES:

Council President Colvin: The Revenue Department has mailed delinquent business license notices and have started receiving contact from businesses to bring their accounts current.

Councilor Eric Brown: The Fire Department still has blue street address signs available if you are interested. The Police Department had 158 reported incidents, and 199 citations issued. May 14 – 20 is National Police Week, with May 15 designated as Peace Officers Memorial Day. Please remember the men and women of law enforcement who lost their lives in the line of duty. Michel Bryan received the “2022 Civilian Employee of the Year” award from the Alexander City Police Department. Alane Troglen received the “2022 Dispatcher of the Year” award. Lifesaving medals, commendations, ribbons and promotions were announced at the annual police department awards ceremony last week.

Councilor Keel: The Gas Department sent 2 employees to Locator Certification Seminar in Birmingham, AL. We are continuing work on Annual System Survey; Critical Areas have been completed. The Light Department has been working on storm clean up and repairs from the afternoon storm last Tuesday. We also installed our 1st 9 AMI meters and should begin installing more in the next few months. The utilities department has an opening for a meter reader.

Councilor Chris Brown: The golf course is nearly \$40,000 ahead of this time last year. The greens are looking nice and the irrigation that was damaged by lightning recently, has been repaired. AWOS for the airport is operational. Lake Martin leadership has made improvements at Cooper Rec Center. RecDesk is operational for park rentals, registrations and events. An e-mail address is required and there is availability at the Sportplex for computer use to utilize this program. The gym will be closed at some point this summer in order to replace the floors. Baseball and softball regular seasons have ended and All Stars will be playing soon. The city will host a large state tournament this summer.

Council President Pro Tempore Hardy: Storms last Tuesday resulted in fourteen (14) trees falling on city rights of way. He commended the street and light departments for working late into the night to clear the debris and restoring power.

Councilor Tapley: The Library will be closed May 27 – 29 for Memorial Day. It will also be closed May 25 – 29 due to the parking lot being resurfaced. The drive-up book return will also not be available during this period.

REPORTS FROM SPECIAL COMMITTEES: None

PUBLIC HEARING: None

REPORT ON STATUS OF CITY FINANCES: Romy Stamps, Finance Director, presented the statement as attached.

PROCLAMATION: None

BEN SAFFOLD, Jefferson Street: Mr. Saffold stated that he has children that attend Jim Pearson and Stephens schools. There is no left turn coming out of Jim Pearson School. He stated that he was told by two (2) people to turn around in people's driveways. He said residents have reported break-ins and gravel being thrown on their cars as a result. He was told by Police Captains that officer safety is priority. He stated that the mayor told him he needed 300 signatures in order to speak to the council. He further stated that he had placed signs at the school regarding this issue and his signs had been removed.

Alexander City Police Captain Tuck addressed Mr. Saffold's comments. Left turn traffic would stop traffic in both directions. Allowing right turn only keeps traffic flowing and reduces the risk to officers on traffic control. The priority concern is safety to officers and safe travels for all. Traffic control is provided as a courtesy. The city engineer has looked at the traffic flow here and is in agreement that the current flow is the best scenario. He stated that the signs were against city ordinance, and illegal where they were posted.

Councilor Keel stated that the traffic there is an issue, and has received complaints about the intersection of Sanders Road and old Highway 280.

Council President Colvin stated that there is no signature requirement to address the City Council. Protocol to be placed on the agenda is to contact the City Clerk or sign in prior to the meeting in order to speak during public comments at the end of the meeting.

Mr. Saffold further stated that being told to turn around in people's driveway is a safety issue as well. He offered no solution, but understands that for 27 years, until recent construction, traffic was allowed to turn left. Another complaint was being caught by a train, resulting in his daughter being late to school.

Council President Colvin reported that traffic fifteen years ago was considerably worse, with much less students.

UNFINISHED BUSINESS: None

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 **RESOLUTION BOOK 23-64**

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:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

- 2. ORDINANCE** to Amend Alexander City Code § 90-66 – Sewer Rates **ORDINANCE BOOK 23-18**

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 (6-0). Councilor Tapley made a motion to approve the ordinance as written. Councilor President Pro Tempore Hardy seconded the motion. Councilor Tapley thanked Lynn for preparing this and Councilor Chris Brown reiterated the fact that this only addresses industrial business, not residential service. There being no further discussion the ordinance was adopted with the following roll call vote:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

3. RESOLUTION to Appoint Drew Meacham to the Alabama Municipal Electric Authority Election Committee **RESOLUTION BOOK 23-65**

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

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

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 **RESOLUTION BOOK 23-66**

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:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

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 **RESOLUTION BOOK 23-67**

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:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

6. RESOLUTION to Amend Resolution 03-07, Adopted on October 7,2002, Amended on April 17, 2017 **RESOLUTION BOOK 23-68**

Councilor Tapley made a motion to approve the resolution as written. Councilor President Pro Tempore Hardy seconded the motion. Councilor Tapley thanked Chief McAlister for presenting this. There being no further discussion the resolution was adopted with the following roll call vote:

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

7. RESOLUTION to Authorize the Mayor to Enter into an Agreement with Alabama Power Company for Light Emitting Diode (LED) Lighting Services **RESOLUTION BOOK 23-69**

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:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

8. RESOLUTION to Reject Bid No. 23-10, CDBG Water Main Improvements **RESOLUTION BOOK 23-70**

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:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

9. RESOLUTION to Declare an Industrial Treatment Unit as Surplus Property and Authorize the Sale of the Unit **RESOLUTION BOOK 23-71**

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:

YEAS:	TAPLEY, COLVIN, HARDY, E. BROWN, C. BROWN, KEEL	6
NAYS:	NONE	0
ABSTAINED:	NONE	0
ABSENT:	NONE	0

Public Comments (3 minutes per speaker):

Ms. Ashley Brown, 1175 Ridgeway, reported that there are two issues at Stephens school, with a STOP sign in the middle, causing confusion; also, when you leave Stephens, sign says KEEP MOVING FORWARD, but people stop. She further asked for credit for the youth wrestling

team. Council President Colvin informed her that they are welcome to attend any city council meeting.

Comments from the Mayor: Mayor Baird stated that he has not told Mr. Saffold or anyone else that signatures are required to address the city council. We encourage participation from the community.

Comments from the Finance Director: Ms. Stamps reported that she is conducting budget meetings this week and hopes to have a summation in early June.

Comments from the City Clerk: Benjamin Russell High School graduation will be held Friday, May 26. The next City Council meeting is scheduled for Monday, June 5, 2023.

Comments from the Council:

Councilor Tapley thanked everyone for coming out and reminded everyone to remember our fallen soldiers on Memorial Day.

Council President Pro Tempore Hardy thanked everyone for their attendance and recognized Teacher Appreciation Week and Nurses Appreciation Week and expressed his appreciation to each of them.

Councilor Eric Brown thanked everyone for coming out.

Councilor Chris Brown asked for recognition for our service men and women, teachers, nurses, and all of the mothers for being the backbone of their families. Memorial Day kicks off summer and encouraged everyone to enjoy the city.

Councilor Keel thanked everyone for coming and wished everyone a safe and blessed week. He reminded everyone that the Farmer's Market will be opening soon and encouraged everyone to support those vendors.

Mayor Baird asked for recognition of Law Enforcement Week.

Ms. Alesia Boddie (address unknown) asked why Ms. Brown's issue wasn't addressed. Council members stated that Dr. Price is in the audience so she has been made aware. Dr. Price offered her assistance, and encouraged Ms. Brown to call her office.

Council President Colvin recognized Teacher Appreciation Week, Nurses Week, and this week is the 100th celebration for the hospital. She stated that last week was Elected Officials week and thanked each of them for their service to the community.

Council President Pro Tempore Hardy reminded everyone about Blues in the Park this coming weekend.

Executive Session: None

Adjournment: Councilor Tapley made a motion to adjourn at 6:31 p.m.

APPROVED:

Audrey “Buffy” Colvin
Council President

Stephanie J. Southerland
City Clerk

METHOD OF DELIVERY: The draft minutes were emailed to the Council for review on June 1, 2023

OTHER: The agenda was posted to the City’s website and the bulletin boards that are located at the Municipal Complex.

ATTACHMENTS:

1. Agenda

SUPPORTING DOCUMENTS:

RESOLUTION

To Re-Appoint Hanlon Boyles to the Library Board

WHEREAS, there will be a vacancy on the Library Board on June 30, 2023 due to the term expiration of Hanlon Boyles; and

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

WHEREAS, Hanlon Boyles does wish to continue her service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Hanlon Boyles is hereby re-appointed to fill said vacancy effective July 1, 2023, and said term shall expire on June 30, 2027, or until a successor is duly qualified and appointed.

ADOPTED THIS 5TH DAY OF JUNE, 2023.

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

AUTHENTICATED THIS 5TH DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas:

Nays:

RESOLUTION BOOK 23-



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230421095939262

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00
 Type License: State: County:
 Trade Name: **JAZZY DAIQUIRI FACTORY** Filing Fee: \$50.00
 Applicant: **JAZZY DAIQUIRI FACTORY LLC** Transfer Fee:
 Location Address: 849 CHEROKEE ROAD ALEXANDER CITY, AL 35010
 Mailing Address: 849 CHEROKEE ROAD ALEXANDER CITY, AL 35010
 County: TALLAPOOSA Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 03 Type Ownership: LLC
 Book, Page, or Document info: 001-059-133
 Do you sell Draft Beer?:

Date Incorporated: 01/23/2023 State incorporated: AL County Incorporated:

Date of Authority:

Federal Tax ID: 92-1935237 Alabama State Sales Tax ID: R011693927

Name:	Title:	Date and Place of Birth:	Residence Address:	
JESSICA CINDY WILSON	OWNER	12/10/1981 OPELIKA AL		
FOR PUBLIC RELEASE			FOR PUBLIC RELEASE	

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

Contact Person: VALERIA EVANS
 Business Phone: 334-748-2184
 Fax:

Home Phone: 334-444-4681
 Cell: **FOR PUBLIC RELEASE**
 E-Mail: JAZZYBONES1981@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name:
 Applicant:

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



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230421095939262

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **BUNNAT HENG 978-421-7225**
 What is lessors primary business? **BUSINESS OWNER**
 Is lessor involved in any way with the alcoholic beverage business? **YES**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2300** Display Square Footage:
 Building seating capacity: **65** Does Licensed premises include a patio area? **NO**
 License Structure: **SHOPPING CENTER** License covers: **PORITION OF**
 Number of licenses in the vicinity: **0** Nearest: **0**
 Nearest school: Nearest church: Nearest residence: **0 miles**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230421095939262



Initial each

Signature page

J S W

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

J S W

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

J S W

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

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

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

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

J S W

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

J S W

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

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

J S W

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

Applicant Name (print): Jessica Wilson

Signature of Applicant: Jessica Wilson

Notary Name (print): Jessica Wilson Cairo

Notary Signature: Jessica Wilson Cairo

Commission expires: 10/06/2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230421095939262

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

For what purpose is the club organized?

Agent's Initials:

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: LESSOR
HOLDS A PACKAGE STORE LICENSE

Receipt Confirmation Page

Receipt Confirmation Number: **20230421095939262**
Application Payment Confirmation Number: **61590825**

Payment Summary	
Payment Item	Fee
Application Fee for License 010	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$300.00	\$300.00	\$600.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 010 - LOUNGE RETAIL LIQUOR - CLASS I
License Type 2:
License County: TALLAPOOSA
Business Type: LLC
Trade Name: **JAZZY DAIQUIRI FACTORY**
Applicant Name: **JAZZY DAIQUIRI FACTORY LLC**
Location Address: 849 CHEROKEE ROAD
ALEXANDER CITY, AL 35010
Mailing Address: 849 CHEROKEE ROAD
ALEXANDER CITY, AL 35010
Contact Person: VALERIA EVANS

Contact Home Phone: 334-444-4681
Contact Line Phone: 334-487-164
Contact Cell Phone: 334-748-2184

FOR PUBLIC RELEASE

Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: SISTER

ORDINANCE

To Authorize the Issuance of one \$7,105,000.00 General Obligation Warrant Series 2023-CWSRF-DL, Dated June 1, 2023

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

ARTICLE I

DEFINITIONS AND USE OF PHRASES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

FINDINGS

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Form of Series 2023-CWSRF-DL Warrant)

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF ALEXANDER CITY

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

Subject to prior payment and other provisions as herein provided

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

SEVEN MILLION ONE HUNDRED FIVE THOUSAND DOLLARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ALEXANDER CITY, ALABAMA

By: _____
Mayor

[S E A L]

ATTEST:

By: _____
Stephanie J. Southerland
City Clerk

(Form of Registration Certificate)

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

Romy Stamps, City Treasurer
City of Alexander City

(Form of Assignment)

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

DATED this ____ day of _____, _____.

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

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____

(Authorized Officer)

Its Medallion Number: _____

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

ARTICLE IV

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

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

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

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

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

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

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

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES OF WARRANTHOLDER

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

- (a) Failure by the City to pay any installment of the principal of, interest on, or Administrative Fee respecting, the Series 2023-CWSRF-DL Warrant when any such principal, interest, or Administrative Fee shall respectively become due and payable, whether by maturity or otherwise;
- (b) A default by the City under the Special Loan Conditions Agreement; or
- (c) A determination by a court having jurisdiction that the City is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the City or for all or a substantial part of the assets of the City, or the approval by a court of competent jurisdiction of any petition for reorganization of the City or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

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

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

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

ARTICLE VI

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

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

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

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

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

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

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

ARTICLE VII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

ADOPTED THIS 5th DAY OF JUNE, 2023.

By: Curtis “Woody” Baird
Mayor

ATTEST:

By: Stephanie J. Southerland
City Clerk

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

YEAS: _____

NAYS: _____

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

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

YEAS: _____

NAYS: _____

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

ORDINANCE BOOK 23-

Exhibit A

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

DRAFT

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT
(Series 2023-CWSRF-DL)

among

CITY OF ALEXANDER CITY

and

ALABAMA WATER POLLUTION CONTROL AUTHORITY

and

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

Dated as of June 1, 2023

Loan Amount:	
Project Fund Amount	\$6,823,396.21
Capitalized Interest	\$13,598.18
Capitalized Administrative Fee	257,005.61
Loan Recipient Share of Finance Expenses	\$11,000.00
Total Loan Amount	\$7,105,000.00
Repayment Amount:	
Total Loan Amount	\$7,105,000.00
Total Loan Repayment Amount	\$7,105,000.00
Project Name:	Alexander City Clean Water Project
Repayment Collateral:	General obligation pledge by the City of Alexander City

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT among **ALABAMA WATER POLLUTION CONTROL AUTHORITY**, a public corporation under the laws of Alabama (the "Authority"), **ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975 ("ADEM"), and the **CITY OF ALEXANDER CITY**, a municipal corporation under the laws of the State of Alabama (the "Loan Recipient").

RECITALS:

The parties hereto make the following recitals and representations as the basis for the undertakings herein contained:

(1) The State of Alabama has, pursuant to the provisions of Act No. 97-415 adopted at the 1987 Regular Session of the Legislature of Alabama (now codified as Title 22, Chapter 23B of the Code of Alabama 1975, as amended) (the "State Revolving Fund Act"), made provision for the creation of a Revolving Fund (the "State Revolving Fund") for the purpose of making loans to local governmental units in the State.

(2) The State Revolving Fund is to be administered jointly by the Authority and by ADEM. Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient. The Loan Recipient has requested the loan in order to enable it to pay the costs of making certain improvements (the "Project") to the sanitary sewer system (the "System") of the Loan Recipient.

(3) The Authority is, pursuant to guidelines adopted by the Environmental Protection Agency of the United States of America ("EPA") and regulations adopted by ADEM, pursuant to the provisions of the Clean Water Act of 1987, required to obtain from each Loan Recipient certain assurances with respect to the operation and construction of the Project.

(4) Pursuant to the requirements imposed on the Authority respecting the use of funds made available from the current capitalization grant agreement with the EPA, the Authority is obligated to provide a subsidy to certain eligible borrowers in the form of reduced interest loans or grants (or a combination thereof).

(5) Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient, and in evidence of its obligation to repay the same the Loan Recipient will, contemporaneously

with the execution and delivery hereof, issue its \$7,105,000 General Obligation Warrant, Series 2023-CWSRF-DL, dated June 1, 2023.

(6) The parties hereto deem it necessary and desirable that this Agreement be entered into for the purpose of obtaining certain agreements from the Loan Recipient required to be obtained by the EPA and ADEM with respect to the design, operation and construction of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby agreed among the parties hereto as follows:

ARTICLE I DEFINITIONS AND USE OF PHRASES

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

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

"**Administrative Fee**" shall mean the fee charged by ADEM in connection with the administration of the State Revolving Fund.

"**Allowable Costs**" means costs that are eligible to be paid with proceeds of the Authority Loan, as such costs are defined in the ADEM regulations.

"**Application**" shall have the meaning given to such term in Section 3.1 hereof.

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

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

"**Authority Loan**" means the loan made by the Authority to the Loan Recipient hereunder.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee under the Authority Indenture, and any successor thereto.

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

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

"Capitalized Interest Amount" means the portion of the Authority Loan on Appendix A hereto totaling \$13,598.18 as being borrowed for capitalized interest.

"Capitalized Administrative Fee Amount" means the portion of the Authority Loan on Appendix A hereto totaling \$257,005.61 as being borrowed for capitalized loan administrative fee.

"Construction Amount" means the amount of proceeds of the Authority Loan to be used for payment of Allowable Costs.

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

"Disbursement" means any payment out of Project Funds to or on behalf of the Loan Recipient.

"Estimated Final Completion Date" means the date estimated for the completion of the Project as shown in Appendix A.

"Evidence of Indebtedness" means the \$7,105,000 General Obligation Warrant, Series 2023-CWSRF-DL, dated June 1, 2023, issued by the Loan Recipient and payable to the Authority.

"Independent Auditor" means a certified public accountant or firm thereof, not employed full time by the Loan Recipient, and regularly engaged in the auditing of financial records.

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

"Loan Documents" means the proceedings taken by the Loan Recipient agreeing to the terms of the Authority Loan and evidencing the obligation of the Loan Recipient to repay the Authority Loan in accordance with its terms, along with the Evidence of Indebtedness.

"Loan Recipient Administrative Fee Rate" means a per annum rate of 1.89%, i.e., 189 basis points, computed on the basis of a three hundred sixty (360) day year of twelve (12) consecutive thirty (30) day months.

"Loan Recipient Interest Rate" means the per annum rate of interest of 0.10%, i.e., 10 basis points computed on the basis of a three hundred sixty (360) day year of twelve (12) consecutive thirty (30) day months.

"Loan Recipient Representative" means the official representative of the Loan Recipient designated by the Loan Recipient to ADEM.

"Loan Recipient Share of Finance Expenses" means the amount identified as "Loan Recipient Share of Finance Expenses" on Appendix A and totaling \$11,000.

"Project" means the acquisition, construction and equipping of upgrades to the System described in Appendix A hereto.

"Project Fund" means the fund established by the Authority with the Authority Trustee into which moneys received hereunder will be deposited and from which the Authority Trustee will make Disbursements to or on behalf of the Loan Recipient.

"Project Funds" means the amount deposited into the Project Fund created in the Authority Indenture for Disbursement.

"State Revolving Fund" means the State of Alabama Clean Water Revolving Loan Fund created in the State Revolving Fund Act.

"State Revolving Fund Act" means Title 22, Chapter 34 of the Code of Alabama 1975, as amended.

"System" means the sanitary sewer system of the Loan Recipient, including all additional improvements thereto and replacements thereof hereafter made.

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

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

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

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

ARTICLE II LOAN AND USE OF PROCEEDS

Section 2.1 Making of Loan; Use of Project Fund Moneys. (a) The execution and delivery of this Agreement by the Authority shall constitute the making of the loan to the Loan Recipient, and the execution and delivery of this Agreement and the Loan Documents by the Loan Recipient shall constitute the incurring of indebtedness, subject to the terms and conditions hereof and the terms and conditions of the Loan Documents and Authority Indenture. The Authority represents that it has deposited the Loan Amount (other than the Loan Recipient Share of Finance Expenses) into the Project Fund, which such amount was made available to the Loan Recipient by the Authority for the purpose of constructing the Project and for capitalized interest and administrative fee. The Loan Recipient Share of Finance Expenses shall be retained by the Authority and used to pay the Authority's legal costs in the making of the Loan to the Loan Recipient. Investment earnings received as a result of the investment of all funds held under the Authority Indenture (including, without limitation, all amounts held in the Project Fund) shall be retained by the Authority and shall not be available to the Loan Recipient, nor shall any such interest earnings form a part of the funds in the account or subaccount from which such investment earnings were earned. The Loan Recipient understands that it shall be responsible for payment of any expenses incurred by it in obtaining the Authority Loan, including, without limitation, any expenses incurred by the Loan Recipient in obtaining legal representation in connection with the transactions herein contemplated (e.g., counsel to deliver the opinion set forth in Appendix D hereto).

(b) The Loan Recipient shall use the Project Funds only to pay Allowable Costs of the Project. The Loan Recipient understands that the Project is generally described in Appendix A and more specifically in the Project files of ADEM. Except to the extent otherwise approved in writing by ADEM, only the Allowable Costs of the Project in Appendix A shall be funded with proceeds on deposit in the Project Fund created in the Authority Indenture. Disbursement of moneys on deposit in the Project Fund shall be made only for payment of costs of construction called for in plans and specifications examined and concurred with by ADEM and for certain expenses incurred by the Authority in connection with the Project, all as set forth in Appendix A.

(c) The Loan Recipient understands and agrees the Estimated Final Completion Date of the Project is set forth in Appendix A. The Loan Recipient further understands and agrees that repayment of the Authority Loan has been determined based upon the Estimated Final Completion Date, and that an amortization schedule shown on Appendix C hereto showing payments of (i) maturing installments of principal and interest following depletion of the Capitalized Interest Amount and (ii) maturing installments of the Administrative Fee following depletion of the Capitalized Administrative Fee Amount, based upon the Estimated Final Completion Date and the representations of the Loan Recipient regarding its use of the Loan Amount, has been furnished to the Loan Recipient. The Loan Recipient understands and agrees that any delay in the completion of the Project beyond the date set forth in Appendix A shall not result in any extension of the dates on which the payments are to be made with respect to the Authority Loan as set forth in the amortization schedule, and that the obligation of the Loan Recipient to repay the amounts withdrawn from the Project Fund for the Project, together with interest thereon at the Loan Recipient Interest Rate and the Administrative Fee

related thereto at the Loan Recipient Administrative Fee Rate, as provided in the Loan Documents, shall be absolute and unconditional.

(d) The Loan Recipient understands that the amount of the Authority Loan made by the Authority and accepted by the Loan Recipient is based upon the estimated cost of the Project. In the event the actual cost of the Project exceeds the amount of the Authority Loan, the Authority shall be under no obligation to provide any additional funds to the Loan Recipient, it being the sole responsibility of the Loan Recipient to provide funds sufficient to complete construction of the Project.

(e) Each installment of principal of the Authority Loan shall bear interest from its due date until paid at the per annum rate of interest equal to 2% above the Authority Trustee Bank Prime Rate, such interest to be computed daily. As used in the preceding sentence, "Authority Trustee Bank Prime Rate" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

Section 2.2 Disbursements. (a) The Authority Trustee shall make Disbursements to or on behalf of the Loan Recipient only against incurred Allowable Costs to the extent of the Project Funds as provided in this Agreement and in the Authority Indenture.

(b) For purposes of making requests for Disbursements and representing the Loan Recipient in all administrative matters pertaining to administration of this Agreement, the Loan Recipient shall designate at least one officer or employee as the Loan Recipient Representative. For purposes hereof, each of the Mayor, the Finance Director, and the City Clerk of the Loan Recipient shall be a Loan Recipient Representative. Any successor or additional Loan Recipient Representative shall be designated in writing by the Loan Recipient before it may request Disbursements and shall be subject to approval by the Authority.

(c) Requests for Disbursements may be made only after the costs for which the draw is requested have been incurred. The Loan Recipient shall not request Disbursements against retainage until retainage is paid. Unless the Authority otherwise approves, when the Project budget indicates that the Authority Loan shall bear only a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs requested for Disbursement.

(d) Requests for Disbursements shall be made on forms of or approved by the Authority and ADEM unless the Authority otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and ADEM may reasonably require.

(e) Disbursement requests shall be limited to one per month.

Section 2.3 Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to

disburse the Project Funds to or on behalf of the Loan Recipient shall be subject to satisfaction of the following conditions:

(a) The Loan Recipient's representations and warranties contained herein, in the Application and in the Loan Documents shall remain true and correct;

(b) No Event of Default shall have occurred under this Agreement or the Loan Documents;

(c) The requirements of Article III hereof have been complied with;

(d) ADEM shall have examined and concurred with the Loan Recipient's plans and specifications for the submitted construction as being within the approved scope of the Project;

(e) For the initial Disbursement request, the Loan Recipient shall have submitted, to the satisfaction of ADEM, proof of compliance with all applicable construction bid procedures and requirements imposed by EPA or ADEM; and

(f) At the time of the execution and delivery by the Loan Recipient of this Agreement, the Loan Recipient shall furnish to the Authority an opinion of counsel in substantially the form attached hereto as Appendix D. The initial Disbursement request shall also be accompanied by an opinion addressed to the Authority from counsel for the Loan Recipient. The opinion shall state that the opinions expressed in the opinion of counsel submitted to the Authority by the Loan Recipient with this Agreement remain valid, including without limitation the advice that this Agreement is a legal, valid and binding obligation of the Loan Recipient, enforceable in accordance with its terms. Such opinion shall also address such other matters as may be requested by the Authority.

Section 2.4 Administrative Fee. ADEM has been designated as the agent of the Authority to service the Authority Loan. The Loan Recipient hereby covenants and agrees to pay the Authority the Administrative Fee, which shall be due on the then unpaid principal balance of the Evidence of Indebtedness from its dated date at the Loan Recipient Administrative Fee Rate, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C hereto. The Administrative Fee, when paid to the Authority, shall be deposited by the Authority into a separate fund known as the "Administrative Fee Fund Account", unless otherwise determined by the Authority.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Status of Loan Recipient. The Loan Recipient is a municipal corporation existing under the laws of the State of Alabama, authorized to acquire and construct the Project and to operate the Project and to treat raw water and provide potable water. The Loan Recipient warrants and represents that the representations contained in the application submitted to ADEM (the "Application") were, on the date of filing said Application and are, on the date hereof, true and correct. The Loan Recipient is not in default in any of the Statement of Assurances contained in the Application.

Section 3.2 Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Loan Recipient threatened, which may impair the validity or enforceability of the Loan Documents or this Agreement or the Loan Recipient's ability to repay the Authority Loan or to construct and operate the Project.

Section 3.3 No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, charter, resolutions, articles of incorporation, ordinances, contracts or other instruments to which the Loan Recipient is a party by which it may be bound or affected.

Section 3.4 Ownership of Premises. The Loan Recipient owns in fee simple the real property on which the main operating facilities of the Project have been or will be controlled or located. The Loan Recipient further owns in fee simple or by sufficient easement, or prior to construction of the Project will acquire by negotiated purchase or by exercise of its power of eminent domain, the real property upon, across or under which the Loan Recipient has or will have its System and related facilities, including those to be a part of the Project and otherwise.

Section 3.5 Other Project Arrangements. The Loan Recipient has secured, or can and shall secure, the utility, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

Section 3.6 No Construction Default. Neither the Loan Recipient nor its contractor, architect or engineer for the Project or any related project is in default under any agreement respecting the Project.

Section 3.7 No Default. There is no default on the part of the Loan Recipient under this Agreement or the Loan Documents, and no event has occurred and is continuing, which, with notice or the passage of time or either, would constitute a default under any part of this Agreement or the Loan Documents.

Section 3.8 Effect of Draw Request. Each request for and acceptance of Disbursement shall be an affirmation by the Loan Recipient that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance and that no breach of other provisions hereof has occurred. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE IV COVENANTS

Section 4.1 Commencement and Completion of Construction; Davis-Bacon Act; American Iron and Steel; Bipartisan Infrastructure Investment and Jobs Act; Buy America Build America Act.

(a) The Loan Recipient shall use its best efforts to commence and complete the Project or Projects and each activity or event forming a part thereof by the date or dates stated in Appendix A.

(b) The Loan Recipient understands and acknowledges that federal regulations require the payment of not less than the prevailing wages under the Davis-Bacon Act to all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part and through funds through the State Revolving Fund, including the Project. The Loan Recipient hereby covenants and agrees to comply with, and to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions), all applicable wage requirements of the Davis-Bacon Act in connection with the development and construction of the Project. General information respecting Davis-Bacon Act requirements and applicability may be obtained at <http://www.dol.gov/compliance/laws/comp-dbra.htm>, and are attached as Appendix E hereto is a copy of the "Requirements Under Title VI of the Clean Water Act (CWA) For Sub recipients That Are Governmental Entities", although the Loan Recipient hereby acknowledges and agrees that the Loan Recipient shall be fully responsible for ensuring its compliance, and compliance by all contractors, with applicable provisions of the Davis-Bacon Act in connection with development and construction of the Project. Without limiting the generality of the foregoing, the Loan Recipient shall cause the contract clauses set forth in Appendix E hereto applicable to governmental entities to be included in all contracts and subcontracts in excess of \$2,000 respecting construction of all or a portion of the Project (whether paid in whole or in part from the Authority Loan).

(c) The loan Recipient shall comply with American Iron and Steel (AIS) requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the Loan Recipient has requested and obtained a waiver from the U.S. Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Loan Recipient in writing that the American Iron and Steel Requirement is not applicable to the Project. The Loan Recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions, such terms and conditions to be in substantially the form set forth in Appendix F hereto) the American

Iron and Steel Requirement in connection with the development and construction of the Project.

(d) The Loan Recipient shall comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Loan Recipient understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements"), unless (i) the Loan Recipient has requested and obtained a waiver from ADEM pertaining to the Project or the Project is otherwise covered by a general applicability waiver, or (ii) ADEM has advised the Loan Recipient in writing that the Build America, Buy America Requirements are not applicable to the Project.

(e) The Loan Recipient shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Loan Recipient understands and agrees that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder and enforcement of all lawful rights and remedies of the Authority.

(f) The loan Recipient shall comply with all SRF Signage requirements as stated in sections XVII and XVIII, as applicable, in the ADEM Supplemental General Conditions. ADEM will provide a copy of the Supplemental General Conditions to the Loan Recipient and the Supplemental General Conditions must be included in bid documents for the Project.

(g) The Loan Recipient shall comply with all applicable "BIL" signage requirements as stated in Sections XVII and XVIII, as applicable, in the ADEM Bipartisan Infrastructure Legislation (BIL) Supplemental General Conditions. ADEM will provide a copy of the Supplemental General Conditions to the Loan Recipient and the BIL Supplemental General Conditions must be included in the bid documents for the Project.

Section 4.2 Disbursements. The Loan Recipient shall cause the Project Funds to be disbursed for the purpose of paying the Allowable Costs of the Project and for no other purpose.

Section 4.3 Release of Responsibility. The Loan Recipient shall undertake the Project on its own responsibility and shall release and, to the maximum extent permitted under Alabama law, hold harmless the Authority, ADEM, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their own negligence.

Section 4.4 Other Agreements. The Loan Recipient shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust

indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the System and its operation. The Loan Recipient shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract to the extent permitted by State law. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Loan Recipient or any third party.

Section 4.5 Accounting and Auditing. (a) **Accounting.** The Loan Recipient shall account for the Project and the System according to Generally Accepted Governmental Accounting Principles as defined by Statement 1, Government Accounting and Financial Reporting Principles, National Council on Governmental Accounting, 1979, as adopted by Governmental Accounting Standards Board, and revisions, updates or successors thereto.

(b) **Auditing.** Audit requirements must be conducted according to Generally Accepted Accounting Principles as defined by the Governmental Accounting Standards Board and revisions, updates or successors.

Section 4.6 Compliance with Governmental Authority. The Loan Recipient shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project.

Section 4.7 Procurement Requirements. The Loan Recipient shall comply with all procurement requirements of Alabama law.

Section 4.8 Inspection. Each of the Authority and ADEM shall have for its own convenience and benefit, and without obligation to the Loan Recipient or any third party, the right to audit the books and records of the Loan Recipient as they may pertain to or affect the Project and this Agreement and to enter upon the premises to inspect the Project. The Loan Recipient shall cause its architects, engineers and contractors to cooperate during such inspections including making available working copies of plans and specifications and other materials.

Section 4.9 Consent to Changes. Without consent of the Authority and ADEM, the Loan Recipient shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project. The Loan Recipient shall not divide the Project into component projects in order to defeat the provisions of this Agreement. The Loan Recipient covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, or otherwise encumber the Project, during the term of this Agreement without the express prior written approval of the Authority and ADEM.

Section 4.10 Furnishing of Audited Financial Statements. The Loan Recipient will, not later than two hundred seventy (270) days following the close of each of its fiscal years, furnish to the Authority a copy of its most recent financial information prepared by the Loan Recipient and the most recent audit available prepared by the Independent Auditor of the Loan Recipient.

Section 4.11 The Evidence of Indebtedness. The Loan Recipient agrees that the Evidence of Indebtedness shall not be subject to optional redemption or prepayment by the Loan Recipient until such time as is 10 years (or the latest date permitted by applicable State law if less than 10 years) from the date of issuance of the Evidence of Indebtedness.

Section 4.12 Suspension and Debarment. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters." For purposes of this Section 4.12, the term "Recipient" means the Loan Recipient.

Section 4.13 Compliance with Federal Acts and Federal Laws. (a) The Loan Recipient agrees to comply with all federal requirements applicable to the Authority Loan (including those imposed by the Water Resources Reform and Development Act of 2014 (WRRDA) and related SRF Policy Guidelines).

(b) The Loan Recipient further agrees to comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246 as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

(c) The loan recipient shall make good faith efforts by following the six affirmative steps outlined in Appendix B to ensure that Disadvantaged Business Enterprise (DBE) is used whenever possible as a source of supplies and construction.

(d) The Loan Recipient also agrees to comply with all recordkeeping and reporting requirements under the Clean Water Act (codified generally under 33 U.S.C. §1251 et seq.) (the "Clean Water Act"), including any reports required by a federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Loan Recipient understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and failure to comply with the Clean Water Act and this Agreement shall be an Event of Default hereunder.

(e) The Loan Recipient shall comply with all other laws, record keeping and reporting requirements under all applicable legal authorities, including without limitation those described in Section 4.1 hereof.

**ARTICLE V
EVENTS OF DEFAULT**

Section 5.1 Events of Default. The following occurrences shall constitute Events of Default hereunder:

- (a) the Loan Recipient fails to comply with any of the covenants, terms and conditions made in this Agreement or in the Application;
- (b) the Loan Recipient fails to pay any amount due on the Authority Loan at the time and in the manner provided in the Loan Documents;
- (c) the Loan Recipient defaults under any other Loan Document or Special Conditions Agreement entered into in connection with loans previously made to the Loan Recipient by the Authority;
- (d) any representation or statement made by the Loan Recipient in this Agreement or in connection with the Application or the Authority Loan shall be or become untrue, incorrect or misleading in any respect;
or
- (e) commencement of any legal or equitable action against the Loan Recipient which, if adversely determined, could reasonably be expected to impair substantially the ability of the Loan Recipient to perform each and every obligation under this Agreement.

**ARTICLE VI
REMEDIES**

Section 6.1 Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may, in addition to all remedies provided in the Loan Documents, proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

- (a) requiring the Loan Recipient to carry out its duties and obligations under the terms of this Agreement,
- (b) prosecution of a civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority, and
- (c) enforcement of any other lawful rights of the Authority and other remedial actions.

Section 6.2 Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other

remedy (including the Loan Documents), but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the State Revolving Fund Loan Act) on or after the date hereof.

Section 6.3 Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Loan Recipient shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII SPECIAL REVOLVING FUND PROVISIONS

Section 7.1 Cumulative Provisions. The provisions of this Article are cumulative of the other provisions of this Agreement, and they are not to be construed to ameliorate or weaken the other provisions of this Agreement in any way.

Section 7.2 Separate Accounts; Information; Audit. The Loan Recipient shall establish and maintain separate accounts on the Project financed hereunder and shall comply with the reasonable requests of the Authority, ADEM or the EPA, made upon reasonable notice, for information pertaining to the Loan Recipient's compliance with this Agreement, the provisions of Title VI of the Federal Clean Water Act, and regulations and guidance promulgated thereunder.

Section 7.3 Compliance. The Loan Recipient agrees:

(a) to comply with all applicable State and federal statutes and the rules, regulations and procedural guidelines established by the State and EPA for the administration of the fund, including, without limitation, those set forth in Appendix B, and

(b) that no date reflected in this Agreement shall modify any compliance date established in an NPDES permit. It is the Loan Recipient's obligation to request any required modification of applicable permit terms or other enforceable requirements.

Section 7.4 Construction Inspection. The Loan Recipient agrees to provide and maintain competent and adequate engineering supervision and one hundred percent (100%) inspection of the Project to insure that the construction conforms with the approved plans and specifications.

Section 7.5 Standard Conditions. The Loan Recipient acknowledges and agrees to comply with the following Federal or State requirements:

(a) The Loan Recipient shall provide access to the Project whenever it is in preparation or progress. The Loan Recipient shall allow the EPA, the Comptroller General of the United States, ADEM and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(b) The Loan Recipient shall notify ADEM when construction of the Project is complete.

(c) The Loan Recipient shall comply with all of the provisions of Chapter 335-6-14 of the regulations of ADEM, copies of which have been provided to the Loan Recipient.

ARTICLE VIII GENERAL CONDITIONS

Section 8.1 No Waiver. No Disbursement shall waive any provision of this Agreement or the Authority Loan or preclude the Authority from declaring a default if the Loan Recipient is unable to satisfy or perform the provisions hereof.

Section 8.2 Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority and ADEM.

Section 8.3 No Beneficiaries. All conditions to the obligation of the Authority to make Disbursements are imposed solely and exclusively for the benefit of the Authority, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

Section 8.4 Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the Authority's convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority of responsibility for design or construction.

Section 8.5 Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other parties hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to Alabama Department of Environmental Management:

General Services Branch
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Chief, General Services Branch

If to the Authority:

Alabama Water Pollution Control Authority
c/o Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Vice-President

If to the Loan Recipient:

City of Alexander City
PO Box 552
Alexander City, Alabama 35011
Telephone: (256) 329-6701
Attention: Mayor

Each party may notify the others by the same process of any change of such address. Loan requests and disbursements and other routine loan administration matters may be conducted by regular mail.

Section 8.6 No Joint Venture, Etc. Neither the Authority, ADEM or any other state agency or official is a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Loan Recipient. Neither the Authority, ADEM or any other state agency or official shall be in any way liable or responsible by reason of the provisions hereof, to the Loan Recipient or any third party, for the payment of any claims in connection therewith.

Section 8.7 Assignment. This Agreement may not be assigned by the Loan Recipient without the written consent of the Authority. The Authority may assign the Loan Documents and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

Section 8.8 Entire Agreement. This Agreement and the Loan Documents contain the entire terms of this Agreement and transaction and may not be changed, waived or

discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

Section 8.9 Continuity. This Agreement shall be binding upon the successors and assigns of each party and shall inure to their benefit.

Section 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 8.11 Appendices. The appendices attached to this Agreement, shall be a part hereof as if set forth in full herein.

Section 8.12 Time of Essence. Time is of the essence of this Agreement.

Section 8.13 Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the void or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 8.14 Payment of Authority Loan Directly to Authority Trustee. The Loan Recipient shall make all payments due on the Authority Loan directly to the Authority Trustee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall be deemed an original but all of which shall be construed as one instrument, and have caused this Agreement to be dated as of June 1, 2023.

CITY OF ALEXANDER CITY

By _____
Mayor

[SEAL]

ATTEST:

By _____
City Clerk

**ALABAMA WATER POLLUTION CONTROL
AUTHORITY**

By _____

Its _____

[SEAL]

ATTEST:

By _____

Its _____

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

By _____

Its _____

[SEAL]

ATTEST:

By _____

Its _____

APPENDIX A

Loan Recipient: **City of Alexander City**
PO Box 552
Alexander City, AL 35011

Name and telephone # of contact: **Mayor Woody Baird**
256-329-6701

SRF Project #:

SRF Trustee#:

FOR PUBLIC RELEASE

Date of Commencement of Loan Payment: **August 15, 2025**
(THIS DATE WILL NOT BE EXTENDED OR CHANGED FOR ANY REASON)

Project:	Alexander City Project Clean Water
Estimated Date of Completion:	April 30, 2025

a. Project Fund:	\$6,823,396.21
b. Capitalized Interest:	\$13,598.18
c. Capitalized Admin Fee:	\$257,005.61
d. Loan Recipient Share of Finance Expenses:	\$11,000.00
e. Local Loan Expense:	\$0.00
Total Loan Amount:	\$7,105,000.00

DL:EPA

APPENDIX B

MBE/WBE Requirements

- I. The project objectives for utilization of Minority Business Enterprises/Women's Business Enterprises are as follows:

Commodities (Supplies)	4% MBE	11% WBE
Contractual (Services)	8% MBE	30% WBE
Equipment	5% MBE	20% WBE
Construction	5% MBE	17% WBE

- II. The Loan Recipient shall take the following six affirmative steps to assure that Minority Business/Women's Business Enterprises are used, when possible, as sources of supplies, construction, and:

1. Including qualified MBE/WBE's on solicitation lists,
 2. Assuring that MBE/WBE's are solicited whenever they are potential sources,
 3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBE/WBE's,
 4. Using the services and assistance of:
 - a. the Office of Small and Minority Business Assistance in the Alabama
 - b. the Minority Business Development Centers, and
 - c. the Department of Transportation (State level) for WBE's.
 5. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation of MBE/WBE's, and
 6. Requiring each contractor to take the affirmative steps of items 1 through 5 in procuring subcontractors. Documentation of efforts made to utilize MBE/WBE firms should be maintained by all applicants, consulting firms, and construction contractors.
- III. The Loan Recipient agrees to require all successful construction contract bidder(s) to submit to ADEM, with a copy to the Loan Recipient, within 10 days after bid opening, evidence of the preceding positive steps taken to utilize small, minority and women's business in the procurement of subcontracts.
- IV. The Loan Recipient shall not award contracts to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 (Minority and Women's Business Enterprises).
- V. The Loan Recipient shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 Minority and Women's Business Enterprises).
- VI. The Loan Recipient agrees to comply with all the requirements the 41 CFR Part 60-4, which implements Executive Order 11246, as amended (Equal Employment Opportunity).
- VII. The Loan Recipient agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action Equal Opportunity Clause, Goals and Timetables and the other requirements, if the amount of the contract-subcontract is in excess of \$10,000.
- VIII. The Loan Recipient shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- IX. The Loan Recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 91-646) in regard to acquisition of real property (including easements) for the Project covered by the Authority Loan and any resulting relocation of persons, business and farm operations.
- X. Submission to Federal Requirements: The Loan Recipient acknowledges and agrees that execution of this loan agreement will subject the Loan Recipient to provisions of federal law set out in part in Title VI of the Federal Water Pollution Control Act ("Title VI") and Federal regulations governing State Revolving Funds contained in 40 CFR Part 35, Subpart K. Loan Recipient agrees to comply with such federally imposed requirements, regardless whether expressly set out herein, and further agrees that they may be enforced against Loan Recipient by the Authority, ADEM or the EPA Administrator.

APPENDIX C

Alexander City Project Clean Water Borrowers Total Loan Cash Flow

Date	Principal	Interest	Total PandI (1)	Admin Fee (2)	Grand Total
8-15-2025	\$0.00	\$2,072.29	\$2,072.29	\$39,166.31	\$41,238.60
2-15-2026	\$290,000.00	\$3,552.50	\$293,552.50	\$67,142.25	\$360,694.75
8-15-2026	\$0.00	\$3,407.50	\$3,407.50	\$64,401.75	\$67,809.25
2-15-2027	\$300,000.00	\$3,407.50	\$303,407.50	\$64,401.75	\$367,809.25
8-15-2027	\$0.00	\$3,257.50	\$3,257.50	\$61,566.75	\$64,824.25
2-15-2028	\$305,000.00	\$3,257.50	\$308,257.50	\$61,566.75	\$369,824.25
8-15-2028	\$0.00	\$3,105.00	\$3,105.00	\$58,684.50	\$61,789.50
2-15-2029	\$310,000.00	\$3,105.00	\$313,105.00	\$58,684.50	\$371,789.50
8-15-2029	\$0.00	\$2,950.00	\$2,950.00	\$55,755.00	\$58,705.00
2-15-2030	\$315,000.00	\$2,950.00	\$317,950.00	\$55,755.00	\$373,705.00
8-15-2030	\$0.00	\$2,792.50	\$2,792.50	\$52,778.25	\$55,570.75
2-15-2031	\$325,000.00	\$2,792.50	\$327,792.50	\$52,778.25	\$380,570.75
8-15-2031	\$0.00	\$2,630.00	\$2,630.00	\$49,707.00	\$52,337.00
2-15-2032	\$330,000.00	\$2,630.00	\$332,630.00	\$49,707.00	\$382,337.00
8-15-2032	\$0.00	\$2,465.00	\$2,465.00	\$46,588.50	\$49,053.50
2-15-2033	\$335,000.00	\$2,465.00	\$337,465.00	\$46,588.50	\$384,053.50
8-15-2033	\$0.00	\$2,297.50	\$2,297.50	\$43,422.75	\$45,720.25
2-15-2034	\$345,000.00	\$2,297.50	\$347,297.50	\$43,422.75	\$390,720.25
8-15-2034	\$0.00	\$2,125.00	\$2,125.00	\$40,162.50	\$42,287.50
2-15-2035	\$350,000.00	\$2,125.00	\$352,125.00	\$40,162.50	\$392,287.50
8-15-2035	\$0.00	\$1,950.00	\$1,950.00	\$36,855.00	\$38,805.00
2-15-2036	\$355,000.00	\$1,950.00	\$356,950.00	\$36,855.00	\$393,805.00
8-15-2036	\$0.00	\$1,772.50	\$1,772.50	\$33,500.25	\$35,272.75
2-15-2037	\$365,000.00	\$1,772.50	\$366,772.50	\$33,500.25	\$400,272.75
8-15-2037	\$0.00	\$1,590.00	\$1,590.00	\$30,051.00	\$31,641.00
2-15-2038	\$370,000.00	\$1,590.00	\$371,590.00	\$30,051.00	\$401,641.00
8-15-2038	\$0.00	\$1,405.00	\$1,405.00	\$26,554.50	\$27,959.50
2-15-2039	\$380,000.00	\$1,405.00	\$381,405.00	\$26,554.50	\$407,959.50
8-15-2039	\$0.00	\$1,215.00	\$1,215.00	\$22,963.50	\$24,178.50
2-15-2040	\$385,000.00	\$1,215.00	\$386,215.00	\$22,963.50	\$409,178.50
8-15-2040	\$0.00	\$1,022.50	\$1,022.50	\$19,325.25	\$20,347.75
2-15-2041	\$395,000.00	\$1,022.50	\$396,022.50	\$19,325.25	\$415,347.75
8-15-2041	\$0.00	\$825.00	\$825.00	\$15,592.50	\$16,417.50
2-15-2042	\$400,000.00	\$825.00	\$400,825.00	\$15,592.50	\$416,417.50
8-15-2042	\$0.00	\$625.00	\$625.00	\$11,812.50	\$12,437.50
2-15-2043	\$410,000.00	\$625.00	\$410,625.00	\$11,812.50	\$422,437.50
8-15-2043	\$0.00	\$420.00	\$420.00	\$7,938.00	\$8,358.00
2-15-2044	\$415,000.00	\$420.00	\$415,420.00	\$7,938.00	\$423,358.00
8-15-2044	\$0.00	\$212.50	\$212.50	\$4,016.25	\$4,228.75
2-15-2045	\$425,000.00	\$212.50	\$425,212.50	\$4,016.25	\$429,228.75
Totals:	\$7,105,000.00	\$77,759.79	\$7,182,759.79	\$1,469,660.06	\$8,652,419.85

(1) Shows the amount due on each payment date by the Borrower for principal and interest on the Authority loan.

DL:EPA

(2) Shows the amount due on each payment due by the Borrower for the Administrative Fee due to ADEM in connection with the Authority loan.

APPENDIX D

Alabama Water Pollution Control Authority
Montgomery, Alabama

Re: Loan from Alabama Water Pollution Control Authority

Ladies and Gentlemen:

I have acted as counsel for City of Alexander City (the "Loan Recipient") in connection with a loan made to the Loan Recipient by Alabama Water Pollution Control Authority (the "Authority") pursuant to the Special Authority Loan Conditions Agreement (the "Agreement") among the Authority, Alabama Department of Environmental Management ("ADEM") and the Loan Recipient, dated as of June 1, 2023, and the other documents and proceedings referred to in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement.

I have examined (a) executed counterparts of the Agreement, (b) certified copies of certain authorizing proceedings of the Loan Recipient, (c) the Loan Documents, and (d) such other certificates, proceedings, proofs and documents as I have deemed necessary in connection with the opinions hereinafter set forth.

Based upon the foregoing and upon such investigation as I have deemed necessary, I am of the opinion that:

(1) The Loan Recipient has corporate power and authority to enter into and perform the Agreement and to execute and deliver the Loan Documents and to issue the Evidence of Indebtedness. The execution, delivery and performance of the Agreement, the Loan Documents and the Evidence of Indebtedness have been duly authorized by all requisite action, and the Agreement, the Loan Documents and the Evidence of Indebtedness have been duly executed and delivered by the Loan Recipient.

(2) The Agreement, the Loan Documents and the Evidence of Indebtedness constitute legal, valid and binding obligations of the Loan Recipient and are enforceable against the Loan Recipient in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law). The Evidence of Indebtedness is a valid and binding general

obligation of the Loan Recipient, secured by and payable from a pledge of the full faith and credit of the Loan Recipient.

(3) No approval, authorization or other action by or filing with any governmental authority is required in connection with the execution and delivery of the Agreement or the Loan Documents by the Loan Recipient.

(4) Neither the execution or delivery of the Agreement or the Loan Documents by the Loan Recipient nor the performance and observance by it of the agreements and covenants on its part therein contained results or will result in a breach of, or constitute a violation of default under, any contract, agreement or other instrument to which the Loan Recipient is a party or by which it is bound, or constitutes or will constitute a breach or violation of any governmental order applicable to the Loan Recipient or any judgment, decree or court order by which the Loan Recipient is bound.

(5) The Loan Recipient has obtained all necessary licenses, franchises and other governmental permits and approvals necessary for the construction and operation of the Project.

(6) The best of my knowledge, information and belief, after reasonable inquiry, there is no litigation pending or threatened involving any matter referred to in the Agreement or in the Loan Documents.

Very truly yours,

APPENDIX E

I. Requirements Under Title VI of the Clean Water Act (CWA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under Title VI of the CWA - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient or sub recipient may obtain additional guidance from the U.S. Department of Labor's (DOL) website at <http://www.dol.gov/whd/>

1. Applicability of the DB prevailing wage requirements.

Under Title VI of the CWA, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor <https://sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://sam.gov/> into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from DOL's website, <https://sam.gov/>.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov, and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the

work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes

shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check

payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

APPENDIX F

The Contractor acknowledges to and for the benefit of the City of Alexander City ("Purchaser"), and the Alabama Water Pollution Control Authority (the "State Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel"; that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Authority or any damages owed to the State Authority by the Purchaser). While the Contractor has no direct contractual privity with the State Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Authority.

June 14, 2023

Alabama Water Pollution Control Authority
Montgomery, Alabama

Re: Loan from Alabama Water Pollution Control Authority

Ladies and Gentlemen:

I have acted as counsel for City of Alexander City (the "Loan Recipient") in connection with a loan made to the Loan Recipient by Alabama Water Pollution Control Authority (the "Authority") pursuant to the Special Authority Loan Conditions Agreement (the "Agreement") among the Authority, Alabama Department of Environmental Management ("ADEM") and the Loan Recipient, dated as of June 1, 2023, and the other documents and proceedings referred to in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement.

I have examined (a) executed counterparts of the Agreement, (b) certified copies of certain authorizing proceedings of the Loan Recipient, (c) the Loan Documents, and (d) such other certificates, proceedings, proofs and documents as I have deemed necessary in connection with the opinions hereinafter set forth.

Based upon the foregoing and upon such investigation as I have deemed necessary, I am of the opinion that:

(1) The Loan Recipient has corporate power and authority to enter into and perform the Agreement and to execute and deliver the Loan Documents and to issue the Evidence of Indebtedness. The execution, delivery and performance of the Agreement, the Loan Documents and the Evidence of Indebtedness have been duly authorized by all requisite action, and the Agreement, the Loan Documents and the Evidence of Indebtedness have been duly executed and delivered by the Loan Recipient.

(2) The Agreement, the Loan Documents and the Evidence of Indebtedness constitute legal, valid and binding obligations of the Loan Recipient and are enforceable against the Loan Recipient in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law). The Evidence of Indebtedness is a valid and binding general obligation of the Loan Recipient, secured by and payable from a pledge of the full faith and credit of the Loan Recipient.

(3) No approval, authorization or other action by or filing with any governmental authority is required in connection with the execution and delivery of the Agreement or the Loan Documents by the Loan Recipient.

(4) Neither the execution or delivery of the Agreement or the Loan Documents by the Loan Recipient nor the performance and observance by it of the agreements and covenants on its part therein contained results or will result in a breach of, or constitute a violation of default under, any contract, agreement or other instrument to which the Loan Recipient is a party or by which it is bound, or constitutes or will constitute a breach or violation of any governmental order applicable to the Loan Recipient or any judgment, decree or court order by which the Loan Recipient is bound.

(5) The Loan Recipient has obtained all necessary licenses, franchises and other governmental permits and approvals necessary for the construction and operation of the Project.

(6) The best of my knowledge, information and belief, after reasonable inquiry, there is no litigation pending or threatened involving any matter referred to in the Agreement or in the Loan Documents.

Very truly yours,

May 30, 2023

VIA OVERNIGHT DELIVERY

Romy Stamps, Finance Director
City of Alexander City
City Hall
281 James Nabors Drive
Alexander City, Alabama 35010

In connection with the issuance by the City of Alexander City (the "City") of its \$7,105,000 General Obligation Warrant, Series 2023-CWSRF-DL, dated June 1, 2023 (the "Series 2023-CWSRF-DL Warrant"), please find enclosed the following documents that need to be executed as marked and more particularly described below:

- (1) Certified excerpts for your authorizing ordinance of the City Council respecting the Series 2023-CWSRF-DL Warrant;
- (2) Special Authority Loan Conditions Agreement;
- (3) Series 2023-CWSRF-DL Warrant; and
- (4) Closing and Delivery Papers

Please note that for each document I have included three signature pages. The signature pages have been tabbed to help facilitate the execution process. Specifically:

- a. Mayor Woody Baird, as Mayor, should sign in each place marked with a BLUE "sign here" tab;
- b. Stephanie Southerland, as City Clerk, should sign in each place marked with a YELLOW "sign here" tab;
- c. You, as City Treasurer, should sign in each place marked with a GREEN "sign here" tab; and
- d. You should affix the seal of the City in each place marked with a red "Missing Information" tab.

Once you have obtained signatures for the enclosed documents, please place all of them in the pre-paid envelope included in this package and send it back to me. The envelope already has our address on it.

I will hold all such documents in escrow pending the closing on June 14, 2023. If for some reason we do not close on that date I will return those documents to you or destroy them per your direction.

Romy Stamps, Finance Director
City of Alexander City
May 30, 2023
Page 2

Please do not hesitate to give me a call at (205) 521-8517 if you have any questions regarding the enclosed.

Very truly yours,

A handwritten signature in black ink, appearing to be 'RK' or similar initials, written in a cursive style.

Rod Kanter

SRK/slb

Enclosures (5)

cc: Larkin Radney, Esq. (via electronic mail w/o enclosures)

Loan Recipient: **City of Alexander City**
PO Box 552
Alexander City, AL 35011

Name and telephone # of contact: **Mayor Woody Baird**
256-329-6701

SRF Project #: **CS010329-05**

SRF Trustee#: **703-0316-0**

Date of Commencement of Loan Payment: **August 15, 2025**
(THIS DATE WILL NOT BE EXTENDED OR CHANGED FOR ANY REASON)

Project: **Alexander City Project Clean Water**

Estimated Date of Completion: **April 30, 2025**

a. Project Fund:	\$6,821,575.00
b. Capitalized Interest:	\$14,220.22
c. Capitalized Admin Fee:	\$268,762.20
d. Loan Recipient Share of Finance Expenses:	\$11,000.00
e. Local Loan Expense:	\$4,442.58
Total Loan Amount:	\$7,120,000.00

DL:EPA

**Alexander City Project Clean Water
Borrowers Total Loan Cash Flow**

Date	Principal	Interest	Total PandI (1)	Admin Fee (2)	Grand Total
8-15-2025	\$0.00	\$2,076.67	\$2,076.67	\$39,249.00	\$41,325.67
2-15-2026	\$295,000.00	\$3,560.00	\$298,560.00	\$67,284.00	\$365,844.00
8-15-2026	\$0.00	\$3,412.50	\$3,412.50	\$64,496.25	\$67,908.75
2-15-2027	\$300,000.00	\$3,412.50	\$303,412.50	\$64,496.25	\$367,908.75
8-15-2027	\$0.00	\$3,262.50	\$3,262.50	\$61,661.25	\$64,923.75
2-15-2028	\$305,000.00	\$3,262.50	\$308,262.50	\$61,661.25	\$369,923.75
8-15-2028	\$0.00	\$3,110.00	\$3,110.00	\$58,779.00	\$61,889.00
2-15-2029	\$310,000.00	\$3,110.00	\$313,110.00	\$58,779.00	\$371,889.00
8-15-2029	\$0.00	\$2,955.00	\$2,955.00	\$55,849.50	\$58,804.50
2-15-2030	\$320,000.00	\$2,955.00	\$322,955.00	\$55,849.50	\$378,804.50
8-15-2030	\$0.00	\$2,795.00	\$2,795.00	\$52,825.50	\$55,620.50
2-15-2031	\$325,000.00	\$2,795.00	\$327,795.00	\$52,825.50	\$380,620.50
8-15-2031	\$0.00	\$2,632.50	\$2,632.50	\$49,754.25	\$52,386.75
2-15-2032	\$330,000.00	\$2,632.50	\$332,632.50	\$49,754.25	\$382,386.75
8-15-2032	\$0.00	\$2,467.50	\$2,467.50	\$46,635.75	\$49,103.25
2-15-2033	\$335,000.00	\$2,467.50	\$337,467.50	\$46,635.75	\$384,103.25
8-15-2033	\$0.00	\$2,300.00	\$2,300.00	\$43,470.00	\$45,770.00
2-15-2034	\$345,000.00	\$2,300.00	\$347,300.00	\$43,470.00	\$390,770.00
8-15-2034	\$0.00	\$2,127.50	\$2,127.50	\$40,209.75	\$42,337.25
2-15-2035	\$350,000.00	\$2,127.50	\$352,127.50	\$40,209.75	\$392,337.25
8-15-2035	\$0.00	\$1,952.50	\$1,952.50	\$36,902.25	\$38,854.75
2-15-2036	\$355,000.00	\$1,952.50	\$356,952.50	\$36,902.25	\$393,854.75
8-15-2036	\$0.00	\$1,775.00	\$1,775.00	\$33,547.50	\$35,322.50
2-15-2037	\$365,000.00	\$1,775.00	\$366,775.00	\$33,547.50	\$400,322.50
8-15-2037	\$0.00	\$1,592.50	\$1,592.50	\$30,098.25	\$31,690.75
2-15-2038	\$370,000.00	\$1,592.50	\$371,592.50	\$30,098.25	\$401,690.75
8-15-2038	\$0.00	\$1,407.50	\$1,407.50	\$26,601.75	\$28,009.25
2-15-2039	\$380,000.00	\$1,407.50	\$381,407.50	\$26,601.75	\$408,009.25
8-15-2039	\$0.00	\$1,217.50	\$1,217.50	\$23,010.75	\$24,228.25
2-15-2040	\$385,000.00	\$1,217.50	\$386,217.50	\$23,010.75	\$409,228.25
8-15-2040	\$0.00	\$1,025.00	\$1,025.00	\$19,372.50	\$20,397.50
2-15-2041	\$395,000.00	\$1,025.00	\$396,025.00	\$19,372.50	\$415,397.50
8-15-2041	\$0.00	\$827.50	\$827.50	\$15,639.75	\$16,467.25
2-15-2042	\$400,000.00	\$827.50	\$400,827.50	\$15,639.75	\$416,467.25
8-15-2042	\$0.00	\$627.50	\$627.50	\$11,859.75	\$12,487.25
2-15-2043	\$410,000.00	\$627.50	\$410,627.50	\$11,859.75	\$422,487.25
8-15-2043	\$0.00	\$422.50	\$422.50	\$7,985.25	\$8,407.75
2-15-2044	\$420,000.00	\$422.50	\$420,422.50	\$7,985.25	\$428,407.75
8-15-2044	\$0.00	\$212.50	\$212.50	\$4,016.25	\$4,228.75
2-15-2045	\$425,000.00	\$212.50	\$425,212.50	\$4,016.25	\$429,228.75
Totals:	\$7,120,000.00	\$77,881.67	\$7,197,881.67	\$1,471,963.50	\$8,669,845.17

(1) Shows the amount due on each payment date by the Borrower for principal and interest on the Authority loan.

(2) Shows the amount due on each payment due by the Borrower for the Administrative Fee due to ADEM in connection with the Authority loan.

DL:EPA

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with the Alabama Department of Corrections to Allow the use of Inmates at the City of Alexander City, Alabama

WHEREAS, the City of Alexander City, Alabama (City) has a need for workers to assist in general services; and

WHEREAS, the Alabama Department of Corrections (ADOC) has within its custody certain inmates who are capable of providing the services requested by the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City hereby authorizes the mayor to execute the Community Work Project Agreement as follows:

TERMS

1. **TERM.** The term of this agreement shall begin on _____, 2023, the date last signed below, and shall continue for six (6) months. Thereafter, upon mutual agreement of the parties, it may be renewed in six (6) month increments.
2. **REQUEST FORM.** Prior to executing this agreement, the City warrants that it has submitted an ADO Form 439-A, Application for Inmate Work, which is hereby attached and incorporated as if set forth herein, indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that ADOC Form 439-A, Application for Inmate Work. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. **NUMBER.** The ADOC will make available to Agency the number of inmates in the approved ADOC Form 439-A, Application/or Inmate Work, to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be

considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.

4. CHANGES. Any change to ADOC Form 439-A, Application/or Inmate Work, including the proposed schedule, location, and the frequency with which the inmates are provided may be changed without formally amending this Agreement, provided that the changes shall be agreed upon by the Warden and the Government Agency Inmate Supervisor at least seven (7) days in advance of the planned change and such changes are in writing and made part of this Agreement.
5. PAYMENT. ~~In consideration of providing the inmates to ALDOT, ALDOT shall pay the ADOC in accordance with Annex B, ALDOT Cost Schedule, which is hereby attached and incorporated as if set forth herein. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.~~
6. TRANSPORTATION. Timing of the transportation of inmates to and from the community projects job site will be coordinated between the Government Agency Inmate Supervisor and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution.

The transportation to and from the work site shall be provided by [choose one]
_____Agency X ADOC

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. Additional supervision may be provided by any ADOC employee. The ADOC shall provide these training courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including, but not limited to: ADOC Form 439-B, Government Agency Inmate Supervisor and Squad Officer Work Rules, ADOC Form 439-C, Inmate Work Rules; Inmates Working on Community Projects and Safety Training for Inmates Working Near Roadways; and, as applicable, ADOC Form 439-E, Letter of Understanding, which are hereby attached and incorporated as if set forth herein. Failure to follow any rule or

regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.

8. **PROHIBITED INMATE CONDUCT.** Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institutional Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Law Enforcement Services Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the Institutional Contact Person shall be notified.
10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. ADOC will be responsible for the payment of any medical expenses.
11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Government Agency Inmate Supervisor.
13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to this agreement and the approved ADOC Form 439-A, Application for Inmate Work.

Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.

14. DEBT TO STATE. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. 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 that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
15. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute between the parties, senior officials of both parties 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 Adjustment for 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, subject, however, at all times to the sovereign immunity of the State. 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.
16. IMMIGRATION. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this 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.
17. PREA. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is

responsible for the care, control, or supervision of inmates - with or without the consent of the inmate. - is illegal. Under Alabama law, it constitutes a felony - sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct including suspected conduct - that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden's designee!

18. BOYCOTT CERTIFICATE. In compliance with Act 2016-312, as codified Code Section 41-16-5, 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.
19. INDEPENDENT CONTRACTOR. It is understood that the Contractor and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
20. MODIFICATIONS. The Parties. agree that this Agreement, ADOC Form 439-A, Application for Inmate Work (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to ADOC Form 439-A, Application for Inmate Work), and/or extensions shall be in writing and signed by both parties to be binding.
21. STAARS. Contractor is required to be registered as a vendor in the State's STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections
Attn: Samson Ervin, Accounting Division
301 S. Ripley Street
Montgomery AL 36104

22. SECURITY. All persons, including contractors, entering any ADOC facility are subject to a background check and security check of their person and personal property (including any vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any person found to have violated any security regulation may be barred from entering any ADOC facility.

Agency Representative Signature	Printed Name	Date
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ADOC Warden/Designee Signature	Printed Name	Date
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CONTACT INFORMATION

ADOC/Warden Designee	Agency Supervisor/Representative
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Telephone Number	Telephone Number
------------------	------------------

Agency Invoice Address

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

ADOPTED THIS 5th DAY OF JUNE, 2023.

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

AUTHENTICATED THIS 5th DAY OF JUNE, 2023.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas: _____

Nays: _____

DRAFT

APPLICATION FOR INMATE WORK
REQUEST FORM
FORM 439-A

Date Requested: _____

Name of ADOC Institution: _____

Name of Agency: _____

Name of Supervisor(s)/Representative(s):

Type of work needed:

**The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.*

Number of inmates requested: _____

Location of Work Site:

** No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):

**Additional information may be provided on a separate page, if needed.*

Agency Supervisor/Representative Signature: _____

Approved: _____
Warden/Designee

Date: _____

Alabama Department of Corrections

GOVERNMENT AGENCY INMATE SUPERVISOR AND SQUAD OFFICER WORK RULES

1. The Government Agency Inmate Supervisor and Squad Officer/Designee, if applicable, shall ensure he or she is familiar with ADOC Form 439-C, *Inmate Work Rules*. The Government Agency Inmate Supervisor and Squad Officer/Designee shall be provided a copy of the signed ADOC Form 439-C.
2. If an inmate is injured or becomes ill at the community project job site, the Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, shall take appropriate action and notify the institutional Warden/designee as soon as possible. The Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, shall also be required to provide a written statement to the Warden concerning the incident.
3. The Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, shall make visual contact with each assigned inmate under their control at least once every 15 minutes. If, at any time the Government Agency Inmate Supervisor or Squad Officer/Designee, if applicable, has reason to believe that an inmate is missing or has escaped, he or she shall report this immediately to the Warden/designee, who will proceed to follow inmate escape notification procedures.
4. Inmates are not allowed to work on private property unless it becomes necessary and is authorized by the respective Deputy Commissioner of Operations of Men's or Women's Services. In such case, the inmate(s) shall require constant supervision and shall not be left alone.
5. The Government Agency Inmate Supervisor and Squad Officer/Designee shall not have or establish a personal relationship with any inmate.
6. The Government Agency Inmate Supervisor may purchase meals or lunches for the inmates, but in no case shall the inmates be allowed inside an eating establishment.

**I HAVE READ AND UNDERSTAND
THE GOVERNMENT AGENCY INMATE SUPERVISOR AND
SQUAD OFFICER WORK RULES
AND INMATE WORK RULES**

_____ Government Agency Inmate Supervisor or Squad Officer (Printed Name)	_____ Government Agency Inmate Supervisor or Squad Officer (Signature)	_____ (Date)
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_____ (JPO/Designee Printed Name)	_____ (JPO/Designee Signature)	_____ (Date)
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ADOC Form 439-B – January 4, 2023

Alabama Department of Corrections

INMATE WORK RULES Form 439-C

1. Dress Code
The inmate must wear the tan ADOC-issued clothing in accordance with the Male or Female Inmate Handbook. Only authorized clothing will be worn. The clothing will be clean, the buttons will be buttoned, and the shirt tails will be tucked into trousers. No free world caps or hats may be worn.
2. Visitors
The inmate shall not be allowed to have visitors at the community project job site.
3. Phone Calls
The inmate shall not make nor receive phone calls at the community project job site.
4. Mail or Packages
The inmate shall not be allowed to send or receive mail or packages at the community project job site.
5. Hobby Craft Items
Any free world person interested in purchasing an inmate hobby craft item must have the approval for the purchase from the Warden/designee. There shall be no exceptions to this rule. The money received for the item shall be placed on the inmate's Prisoner Money On Deposit (PMOD) account prior to the item leaving the institution.
6. General Rules
 - A. Inmates must remain seated at all times while riding in a vehicle.
 - B. The inmate shall not be allowed to drive a vehicle unless authorized by the Warden/designee in accordance with AR 441, *Inmate Drivers*.
 - C. The inmate shall not be allowed to work on personal property or private land without the authorization of the respective Deputy Commissioner of Operations of Men's or Women's services.
 - D. The inmate shall not consume or have any drugs or alcoholic beverages in their position. Prescription drugs shall be controlled by the responsible supervisor.

ADOC Form 439-C – January 4, 2023
Page: 1 of 2

Alabama Department of Corrections

INMATE WORK RULES (continued)

- E. Radios shall not be allowed at the community project job site.
- F. Books, magazines or newspapers shall not be allowed at the community project job site.
- G. Inmates shall not have possession of any keys, except in the performance of their job.
- H. Inmates are not allowed to have money in their possession at any time and are not allowed to make purchases on the community project job site.
- I. Inmates are not allowed to communicate with people at the community project job site, except in the performance of their job.
- J. While at the community project job site or traveling to or from it, inmates shall not yell, waive, whistle, or make obscene gestures to any person.
- K. Inmates are not allowed to wear excessive jewelry. Only a wedding band/ring, religious necklace and watch may be worn. Female inmates are allowed to wear small, studded earrings.
- L. Inmate personal hygiene shall be maintained at all times. Fingernails shall be clean and trimmed. The hair of inmates shall be neat, clean, and in accordance with ADOC grooming standards and regulations.

_____	_____	_____	_____
(Inmate's Printed Name)	(AIS #)	(Inmate's Signature)	(Date)
_____	_____	_____	_____
(Supervisor's Printed Name)		(Supervisor's Signature)	(Date)

ADOC Form 439-C – January 4, 2023
Page: 2 of 2

**INMATE COMMUNITY WORK PROJECT SERVICE AGREEMENT
ADOC FORM 439-D**

This Community Work Project Agreement (“Agreement”) has been entered into by _____ (“Agency”) and the Alabama Department of Corrections _____ (“Institution” or “ADOC”).

RECITALS

WHEREAS Agency is in need of workers to assist in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Agreement as follows:

TERMS

1. **TERM.** The term of this Agreement shall begin on _____ 20____, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed in one (1) year increments.
2. **REQUEST FORM.** Prior to executing this Agreement, the Agency warrants that it has submitted an ADOC Form 439-A, *Application for Inmate Work*, which is hereby attached and incorporated as if set forth herein, indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that ADOC Form 439-A, *Application for Inmate Work*. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. **NUMBER.** The ADOC will make available to Agency the number of inmates in the approved ADOC Form 439-A, *Application for Inmate Work*, to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.
4. **CHANGES.** Any change to ADOC Form 439-A, *Application for Inmate Work*, including the proposed schedule, location, and the frequency with which the inmates are provided may be changed without formally amending this Agreement, provided that the changes shall be agreed upon by the Warden and the Government Agency Inmate Supervisor least

seven (7) days in advance of the planned change and such changes are in writing and made part of this Agreement.

5. PAYMENT. In consideration of providing the inmates to ALDOT, ALDOT shall pay the ADOC in accordance with Annex B, ALDOT *Cost Schedule*, which is hereby attached and incorporated as if set forth herein. For the purposes of this Agreement, any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.
6. TRANSPORTATION. Timing of the transportation of inmates to and from the community projects job site will be coordinated between the Government Agency Inmate Supervisor and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution.

The transportation to and from the work site shall be provided by [choose one]

_____ Agency _____ ADOC.

7. SUPERVISION. At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. Additional supervision may be provided by any ADOC employee. The ADOC shall provide these training courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including, but not limited to: ADOC Form 439-B, *Government Agency Inmate Supervisor and Squad Officer Work Rules*; ADOC Form 439-C, *Inmate Work Rules*; *Inmates Working on Community Projects and Safety Training for Inmates Working Near Roadways*; and, as applicable, ADOC Form 439-E, *Letter of Understanding*, which are hereby attached and incorporated as if set forth herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.
8. PROHIBITED INMATE CONDUCT. Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institutional Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Law Enforcement Services Division and may result in criminal prosecution.

Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.

9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the Institutional Contact Person shall be notified.
10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. ADOC will be responsible for the payment of any medical expenses.
11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Government Agency Inmate Supervisor.
13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to this agreement and the approved ADOC Form 439-A, *Application for Inmate Work*. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.
14. **DEBT TO STATE.** It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. 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 that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.
15. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute between the parties, senior officials of both parties 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 Adjustment for 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, subject, however, at all times to the sovereign immunity of the State. 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.

16. **IMMIGRATION.** The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this 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.
17. **PREA.** Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden's designee.
18. **BOYCOTT CERTIFICATE.** In compliance with Act 2016-312, as codified Code Section 41-16-5, 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.
19. **INDEPENDENT CONTRACTOR.** It is understood that the Contractor and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.

20. MODIFICATIONS. The Parties agree that this Agreement, ADOC Form 439-A, *Application for Inmate Work* (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to ADOC Form 439-A, *Application for Inmate Work*), and/or extensions shall be in writing and signed by both parties to be binding.

21. STAARS. Contractor is required to be registered as a vendor in the State's STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections
 Attn: Samson Ervin, Accounting Division
 301 S. Ripley Street
 Montgomery AL 36104

22. SECURITY. All persons, including contractors, entering any ADOC facility are subject to a background check and security check of their person and personal property (including any vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any person found to have violated any security regulation may be barred from entering any ADOC facility

Agency Representative Signature	Printed Name	Date
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ADOC Warden/Designee Signature	Printed Name	Date
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CONTACT INFORMATION

 ADOC Warden/Designee

 Agency Supervisor/Representative

 Phone Number

 Phone Number

 Agency Invoice Address

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

**LETTER OF UNDERSTANDING
ADOC FORM 439-E**

This entity is committed to ensuring that compliance with the Manual on Uniform Traffic Control (MUTCD) will be accomplished as a requirement for assignment of an inmate work squad to perform tasks near a roadway. In addition, entities will commit to the Alabama Department of Corrections requirements to provide the required safety equipment to inmate community work squads, provide safety training to inmates operating equipment, attend Government Agency Inmate Supervisor and Squad Officer/Designee orientation and have a representative attend refresher training sessions as needed.

Government Agency	Address
Government Official	City, State, Zip Code
Date	Telephone
Authorized Institutional Official	Institution
Date	Approved/Denied

Alabama Department of Corrections

INMATE VOLUNTEER WAIVER Form 439-F

I, _____ understand that I have requested and am volunteering to provide free labor to under the terms of ADOC Form 439-A, *Application for Inmate Work*, attached.

I have not been coerced or forced into providing this service. I agree to follow all ADOC policies and understand that I may be removed from this work project and/or face disciplinary action for violations of ADOC policy.

I understand that I am eligible to volunteer to provide free labor only while I am in Pass Status, and that I must follow AR 405, *Inmate Emergency Visit, Pass, and Leave Program*.

I also understand that I may be removed from this project at any time, for any reason.

(Inmate's Printed Name)

(AIS #)

(Inmate's Signature)

(Date)

(Supervisor's Printed Name)

(Supervisor's Signature)

(Date)

ADOC Form 439-F- January 4, 2023

Annex A
Cost Schedule

1. If the government agency transports the inmate to and from the community project job site, the governmental agency will be assessed a fee of \$15 per day per inmate.
2. If the ADOC transports the inmate to and from the community project job site, the governmental agency will be assessed a fee of \$20 per day per inmate.
3. If the ADOC transports the inmate to and from the community project job site and the ADOC provides a Squad Officer/designee, the governmental agency will be assessed a fee of \$25 per day per inmate.
4. Of the fees received, the inmate will be paid \$2.00 per day for labor, and the balance will be placed in the State General Fund Account.

Annex B
ALDOT Cost Schedule

1. ALDOT will be assessed a fee of \$50 per day per inmate and will transport the inmate to and from the community project job site.
2. Of the fees received, the inmate will be paid \$2.00 per day for labor, and the balance will be placed in the State General Fund Account.

RESOLUTION

To Authorize a One-Time Additional Paid Holiday for Monday, July 3, 2023 and to Re-Schedule the July 3, 2023 City Council Meeting Date

WHEREAS, the City Council of the City of Alexander City, Alabama, wishes to show their gratitude to the employees for their hard work, dedication, and thrift to the City with a paid holiday; and

WHEREAS, any employee who is required to work on this date will be allowed to take another day, to be approved at their supervisor’s discretion; and

WHEREAS, July 3 is a scheduled regular City Council meeting; and

WHEREAS, the City Council meeting is hereby re-scheduled for Monday, July 10, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alexander City, Alabama, hereby approves July 3, 2023 as an additional paid holiday.

ADOPTED THIS 5TH DAY OF JUNE, 2023.

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

AUTHENTICATED THIS 5TH DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas:

Nays:

RESOLUTION

To Authorize the Mayor to Petition the Historic Preservation Committee to Grant a Certificate of Appropriateness to the City to Demolish the Former City Hall and Courthouse

WHEREAS, the City of Alexander City ("City") is the owner of the former City Hall (a/k/a First National Bank building) and the former Alexander City Police/Judicial Building (a/k/a the Courthouse for the Alexander City Division of Tallapoosa County); and

WHEREAS, the previous Administration did determine to vacate the City Hall and Courthouse and consolidate these operations in the new Municipal Complex located at 281 James D. Nabors Dr., Alexander City, AL; and

WHEREAS, the City employed PH&J Architects to determine the cost to rehabilitate the buildings to current building codes and the American Disabilities Act which were as follows:

- 1. The former City Hall building - \$2,747,000.00 & Asbestos removal of \$13,490.00
- 2. The Courthouse building - \$3,000,000.00 & Asbestos removal of \$49,400.00; and

WHEREAS, the City determined to send out Requests for Proposals (RFPs) to determine if there existed any viable alternative from third parties to rehabilitate the buildings for a use which would be a benefit to the citizens of the community; and

WHEREAS, RFPs were published through the City website and the Alexander City Outlook on July 9, 2020 and again on June 29, 2022 and no proposals were received that complied with the RFPs; and

WHEREAS, the City adopted Ordinance No. 2011-01, the “Historic Preservation Ordinance”, which regulates changes to or demolition of buildings located in the identified “Historic District” in which both of the City buildings are located; and

WHEREAS, there is interest in demolition of the buildings which are becoming dilapidated and to provide for a green space on approximately 2.5 acres for the use of the citizens of the City and to provide a space within the Historic District for economic development, which would benefit the citizens of the City as well as Tallapoosa County; and

WHEREAS, Ordinance No. 2011-01, Section V (D) states as follows: Approval of Alterations or Demolition of Public Property Within Historic Districts or Public Property Which has been Designated as a Historic Property

“The requirement of a Certificate of Appropriateness shall apply to public property which has been designated as a historic property or which is contained in a historic district, and shall apply to all actions by the public authorities which involve historic properties and properties within historic district.”; and

WHEREAS, Main Street Alexander City has presented to the City Council and will present to the Historic Preservation Committee plans for the site if demolition occurs, which includes the possibility of a Civic Center/Performing Arts Center; and

WHEREAS, the City Council finds it is in the best interest of the Historic District and the citizens of the City, due to the deterioration of the buildings, and potential for economic development that the buildings be demolished.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City, Alabama, does hereby authorize the Mayor to petition the Historic Preservation Committee for a Certificate of Appropriateness to demolish the Alexander City Police/Judicial Building/ Courthouse and the former City Hall Building and to

provide a green space for the use of the citizens as well as provide an opportunity for future Economic Development.

ADOPTED THIS 5th DAY OF JUNE, 2023.

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

AUTHENTICATED THIS 5th DAY OF JUNE, 2023.

By: Stephanie J. Southerland,
City Clerk

APPROVED:

By: Curtis “Woody” Baird,
Mayor

Yeas: _____

Nays: _____

STATE OF ALABAMA)

COUNTY OF TALLAPOOSA)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALEXANDER CITY, ALABAMA
AND THE ALEXANDER CITY BOARD OF EDUCATION**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") entered into on the ____ day of February, 2022 by and between the **CITY OF ALEXANDER CITY, ALABAMA**, an Alabama municipal corporation (the "City"), and the **ALEXANDER CITY BOARD OF EDUCATION** which is duly authorized pursuant to the laws of the State of Alabama ("the BOE").

AGREEMENT

WHEREAS, the City and the BOE have similar interest in providing educational opportunities for the citizens of Alexander City; and

WHEREAS, the City and the BOE have agreed to certain division of sales tax and expenditures of funds for the purpose of constructing a new high school to be located at the Charles E. Bailey Sportplex and to support education in Alexander City; and

WHEREAS, both parties desire to make the construction of a new high school possible; and

WHEREAS, the City and the BOE desire to enter into this MOU for future actions and cooperation between the parties.

NOW, THEREFORE, upon and as consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, hereby acknowledged, the parties hereby agree as follows:

1. The BOE agrees to pay the City \$600,000.00 for no more than eighty-eight (88) acres identified by the parties within the Charles E. Bailey Sportplex. Said property shall not be within the ADECA easements. The purchase price of \$600,000.00 shall be deposited and held in escrow pending approval of ADECA to allow the BOE to acquire right-of-way for entrance into the property. The City as Grantee of the easement and the BOE shall cooperate in the acquisition of the easement from ADECA. Upon grant of easement the funds shall be released to the City.
2. The City and BOE will work together to transfer the HWY 280 property and easement off of HWY 63 South to the City for and in consideration of the Amendment to the Funding Agreement between the parties and other covenants between the parties.
3. If ADECA does not grant the easement required in Paragraph 1 above, the agreement to purchase by the BOE of the 88 acres and the purchase by the City of the US Hwy. 280 property and assignment of easement on Alabama Hwy. 63 shall be null and void and the BOE shall receive the funds held in escrow. This contingency shall not affect the Amended Funding Agreement and Ordinance #_____ dated February 25, 2022.

4. The City and BOE will work together to determine the potential needs and cost of the sewer lift station and force main.
5. The City engineer will assist in consultation of all infrastructure, to include roadways, sewer, and electrical with BOE design teams and civil engineering.
6. The BOE agrees to continue funding current unit allocations provided by the annual allocations for its fine art's program. In the event of proration of other State budgetary shortfalls, the BOE may diminish units accordingly to meet the requirements by State Department of Education.
7. The BOE agrees to reimburse the City for all police services at home football games.
8. The BOE agrees to share seventy percent (70%) of the cost of repairing/repaving parking lots adjacent to the Charles E. Bailey Football Stadium.
9. The BOE agrees to implement traffic design and control to minimize any potential school-traffic use of Sportplex Blvd. in an effort to minimize the potential for conflicts between park pedestrians/youth and school-traffic.
10. The BOE agrees to convey a portion – twelve (12) acres (+/-) of the Radney School property, which shall include the kitchen, dining hall, and basketball facilities. The property to be conveyed shall be adjacent to the City's Sportplex property.
11. The City shall not accept any real property or facilities from the BOE that are not adjacent to the Sportplex, other than the former HWY 280 school site.
12. The City and BOE will work together concerning the use and maintenance of the Charles E. Bailey Football Stadium.
 - a. The BOE agrees that the current enclosed Girls' Softball Batting Cages, located by the gym, will become the Sportplex maintenance shop upon the completion of the maintenance and/or lease agreement.
 - b. The BOE agrees to allow the City's Youth Football to use a football stadium beginning at 5:30 p.m., except during scheduled football games or other school related activities.
 - c.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

CITY OF ALEXANDER CITY, ALABAMA

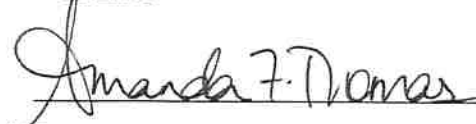
By: _____

Print Name: **CURTIS W. BAIRD**

Its: **Mayor**

Date: 2/25/22

ATTEST:

 _____

By: **Amanda Thomas, City Clerk**

[SEAL]

ALEXANDER CITY BOARD OF EDUCATION

By: 

Print Name: **DR. KEITH LANKFORD**

Its: **Superintendent**

Date: 2/25/22

ATTEST:

By: 

ORDINANCE

To Rescind the Alexander City Zoning Ordinance, Page 124, Article VIII, Amendments, § 5, City Council Action, 5.2, Public Hearing Notice and Page 126, Amend § 9, Fees

WHEREAS, the City of Alexander City, Alabama Zoning ordinance was adopted on June 6, 2016; and

WHEREAS, § 5.2 requires Public Hearing notices be advertised in accordance with the provisions of Title 11, Chapter 52, Section 77 (2) of the Code of Alabama, 1975, as amended; and

WHEREAS, it will be more cost effective to advertise in accordance with Title 11, Chapter 52, Section 77 (1) of the Code of Alabama, 1975, as amended.

BE IT ORDAINED, by the City Council of the City of Alexander City, Alabama that § 5.2, Public Hearing Notice will now read as follows:

Prior to adoption, the proposed ordinance shall be published in full for one insertion and an additional insertion of a synopsis of the proposed ordinance, one week after the first insertion, which synopsis shall refer to the date and name of the newspaper in which the proposed ordinance was first published; both such insertions shall be at least 15 days in advance of its passage and in a newspaper of general circulation published within the municipality, or, if there is no such newspaper, then by posting the proposed ordinance in four conspicuous places within the municipality, together with a notice stating the time and place that the ordinance is to be considered by the municipal legislative authorities and stating further that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of such ordinance.

BE IT FURTHER ORDAINED by the City Council of the City of Alexander City, Alabama, that § 9 – FEES, 9.2, be amended to read as follows:

A flat administrative and review fee of \$1,000.00 shall accompany each request for appeal or zoning amendment.

BE IT FURTHER ORDAINED that 9.3, the actual costs for legal advertisement of the request and notification of parties in interest shall be paid by the applicant, be rescinded.

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

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

ADOPTED THIS 5th DAY OF JUNE, 2023.

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

AUTHENTICATED THIS 5th DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas: _____

Nays: _____

Publication Date: _____, 2023

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

This, 5th day of June, 2023

Stephanie J. Southerland
City Clerk

SEAL

ORDINANCE BOOK 23-

ARTICLE VIII: AMENDMENTS**SECTION 1 - PROCEDURES**

1.1 The regulations and the number, area, and boundaries of districts established by this Ordinance may be amended, supplemented, changed, modified, or repealed by the City Council, but no amendment shall become effective unless and until it is first submitted to the City Planning Commission for its recommendation. The Planning Commission, upon its own initiative, shall hold public hearings, public notice of which shall be provided, for the consideration of any proposed amendment to the provisions of this Ordinance or to the Zoning Map of Alexander City, and report its recommendations to the City Council. The provisions of Section 78 of Title 11 of the 1975 Code of Alabama, as the same may be amended, shall apply to all changes and amendments.

1.2 Changes in zoning (rezoning) may appear to reduce the certainty of protection to owners of neighboring property and to increase the potential for adverse impacts to the City of Alexander City. However, future changes to the zoning map will be needed to provide opportunities for future growth which will sustain the City's economic vitality, provide new and better job opportunities for City residents, and fuel future appreciation in local property values. This ordinance contains standards and procedures intended to insure that neighbors, the citizenry-at-large, and the City of Alexander City are protected from adverse impacts; and that the community's general welfare is protected and enhanced. Distinctions between zoning districts are significant and are based on the policies contained in the Alexander City comprehensive plan. The districts are sized and located to meet the needs in Alexander City for preservation of stable, existing development; for improvement of declining and transitional areas; and to encourage and promote growth and long-term economic stability. This ordinance contains clear, detailed procedures for the justified change of zoning district designations, in accordance with the Alexander City comprehensive plan, as time passes.

SECTION 2 - AUTHORIZED PETITIONERS

The City Council of the City of Alexander City, Alabama, may amend, supplement, change, modify, or repeal the regulations, restrictions, boundaries of districts or any provision of this ordinance. Any member of the city council may introduce such amendment; or any official, board, commission or any other person may present a petition to the City requesting an amendment or amendments to this ordinance. Whenever a petition for amendment has been filed by an administrative or legislative body of the City or a duly authorized agent or representative of the City, all required application fees shall be waived.

SECTION 3 - PETITION FOR AMENDMENT

A petition for amendment, when initiated by a citizen, property owner, or authorized agent of such owner, shall meet the application requirements of this section.

3.1 Any persons, firm, or corporation desiring to petition for rezoning under the authority of this section must present such petition to the Enforcement Officer in writing, at least fifteen (15) days prior to the Planning Commission hearing. The petition shall be accompanied by the following information and materials:

- A. Name, signature, and address of the property owner and agent of the property owner, if any.
- B. Address and legal description of the property under consideration, accompanied by a copy of the applicable tax maps clearly identifying the property subject to rezoning.
- C. Present and proposed zoning and land use of the property under consideration.

Article VIII: Amendments

- D. Reason for the rezoning request.
- E. A site plan, drawn to scale and dimensioned, showing the size and location of the property boundaries, public right-of-ways, and the proposed use and development layout.
- F. The required application fee.

SECTION 4 - PLANNING COMMISSION ACTION

4.1 Notice of public hearing. Where a zoning amendment or rezoning petition has been properly requested, the City Clerk shall publish, at least six (6) days prior to the date of the scheduled planning commission hearing, a public hearing notice regarding the proposed amendment, in a newspaper of general circulation in the City. The notice shall state the following information:

- A. The name of the petitioner.
- B. The location of the City Hall, where a copy of the proposed zoning amendment or rezoning ordinance may be inspected prior to the hearing.
- C. A general description of the location of the property affected and the nature of the petition. If the ordinance is an amendment to the text of the ordinance that will affect the entire City, then the notice may so indicate in words without the need for a special map.
- D. The current and proposed zoning and land use of the property (if applicable to the proposed ordinance).
- E. The time, date, and location of the Planning Commission hearing of the proposed zoning amendment or rezoning petition.

4.2 Scheduling of hearing. The Planning Commission shall hold a public hearing at the first regularly scheduled meeting after compliance with the application and notice requirements of this Ordinance.

4.3 Planning Commission recommendation. The Planning Commission, by majority vote, shall recommend approval or denial of the requested zoning amendment or rezoning. Once a recommendation has been approved, the Planning Commission report its recommendations and the findings thereof to the City Council. The Planning Commission report shall be transmitted to the City Council within thirty (30) days of the hearing, unless an extension period is granted by the City Council. If the Planning Commission fails to make a formal recommendation on the petition within the required thirty (30) days, the proposed amendment shall be considered to have been recommended for approval by the Planning Commission. To obtain an extension period from the City Council, the Planning Commission shall entertain a motion to request such extension, then shall immediately forward such request to the City Council for consideration at the next regularly scheduled City Council meeting.

SECTION 5 - CITY COUNCIL ACTION

5.1 Scheduling of public hearing. Upon receipt of the recommendation of the Planning Commission, the City Council shall schedule a public hearing on the proposed amendment or rezoning petition at the next regularly scheduled City Council meeting.

5.2 Public hearing notice. At least three (3) consecutive weeks (21 calendar days) in advance of the City Council's scheduled final public hearing date, a public hearing notice for the scheduled zoning amendment or rezoning hearing shall be published in a newspaper of general circulation in the City in accordance with the provisions of Title 11, Chapter 52, Section 77 (2) of the Code of Alabama, 1975, as amended. Said notice shall be published at least once per week for each of the three weeks of the required notification period, in standard legal form, and at least one additional time during that period in the form of at least a one quarter (1/4) page advertisement. The City Council shall hold a public hearing

at the first regularly scheduled meeting after compliance with the notice requirements of this Ordinance. The required public notice shall contain the following information:

- A. The name of the petitioner.
- B. The location of the City Hall, where a copy of the proposed zoning amendment or rezoning ordinance may be inspected prior to the hearing.
- C. A general description of the location of the property affected and the nature of the petition. If the ordinance is an amendment to the text of the ordinance that will affect the entire City, then the notice may so indicate in words without the need for a special map.
- D. The current and proposed zoning and land use of the property (if applicable to the proposed ordinance).
- E. The time, date, and location of the Planning Commission hearing of the proposed zoning amendment or rezoning petition.

5.3 Approval or denial. After the public hearing on a rezoning petition or proposed amendment to the zoning ordinance, the City Council shall vote to approve or deny the amendment. Failure by the City Council to vote in favor or denial of a proposed amendment shall constitute denial of the amendment without a formal vote.

SECTION 6 - TIME LIMIT

After the City Council has voted to deny an application for rezoning or other amendment to the Zoning Ordinance, another application for rezoning of the same tract or parcel of land, or change of the same portion of the Zoning Ordinance, will not be considered until a period of six (6) months has elapsed from the date of such action by the City Council. Provided, however, that the City Council may adjust this time period, if in the opinion of a majority of the City Council an unusual situation or circumstance exists.

SECTION 7 - INITIAL ZONING OF ANNEXED PROPERTY

7.1 Application for zoning. An application for zoning of property to be annexed shall accompany each petition for annexation. The application for zoning shall be made on a form available from the City Clerk and be filed with the City Clerk at least fifteen (15) regular business days prior to the Planning Commission hearing. The City Clerk shall transmit such petition and application to the Planning Commission, which shall hold a public hearing and give notice of such hearing in accordance with the notice requirements in Subparagraph 4.1 (Notice of public hearing) of this Article.

7.2 Planning Commission action. The Planning Commission shall hold a public hearing at the first regularly scheduled meeting after submission and acceptance of the application. The Planning Commission, by majority vote, shall report its recommendations to the City Council as to whether the property to be annexed should be brought into the City in the zoning district requested by the applicant or, if the Planning Commission believes the requested zoning designation to be inappropriate, in the RR - Reserve Residential Zoning District. The Planning Commission report shall be transmitted to the City Council within thirty (30) days of the hearing date, unless the City Council grants an extension of such period. Otherwise, the zoning classification requested by the applicant shall be deemed to have been recommended by the Planning Commission.

7.3 City Council action. Upon receipt of the recommendation of the Planning Commission, the City Council shall schedule and hold a public hearing on the recommended zoning of the property to be annexed. Such hearing shall not be held until the City Council has annexed said property into the City, but may be conducted immediately following adoption of the annexation ordinances. The City Council shall give public notice of the hearing on the recommended zoning in accordance with Subparagraph

Article VIII: Amendments

5.2 (Public hearing notice) of this Article. Following such hearing, the City Council shall decide by majority vote to accept or reject the recommended zoning. If the recommended zoning is accepted, such property shall be added to the Alexander City Zoning Map. If the recommended zoning is rejected, such ordinances shall be remanded to the Planning Commission for reconsideration.

7.4 Planning Commission reconsideration. If the City Council rejects the zoning recommended by the Planning Commission, the Planning Commission, within thirty (30) days following annexation, shall review the zoning of the newly annexed property and, if determined necessary, initiate a petition to rezone the property to the most appropriate district, in accordance with Section 3 (Petition for Amendment) of this Article. No fee shall be paid by the applicant for any reconsideration and rezoning action by the Planning Commission conducted in accordance with this Subparagraph. In determining the most appropriate zoning, the Planning Commission shall duly consider the following minimum items:

- A. The Alexander City Comprehensive Plan, as adopted by the Planning Commission, as well as other relevant land use and planning studies;
- B. The desires of the property owner subject to rezoning, as well as concerns of adjacent property owners;
- C. The purposes and considerations of zoning, as required by this ordinance and Section 11-52-72 of the Code of Alabama, as amended.

7.5 Action on Planning Commission petition. The Planning Commission and City Council shall act on the Planning Commission petition to rezone the newly annexed property in accordance with the procedures set forth in Sections 4 and 5 of this Article.

SECTION 8 - SPECULATIVE REZONINGS

The City of Alexander City discourages the use of rezonings as a strategy to increase speculative land value, where the applicant has no actual or immediate intent to develop in accordance with the rezoning. Rezonings are intended to grant the applicant an opportunity to exercise appropriate alternative development options in situations where development in compliance with existing zoning is not possible or practicable, as long as the proposed uses are consistent with the Comprehensive Plan and the character of the surrounding area. The granting of this privilege by the City carries with it a good faith expectation that the proposed development will occur in a timely and deliberate manner. Therefore, when the City Council grants approval of a rezoning, the applicant should acquire a zoning permit or final plat approval (whichever is applicable) and commence construction activities in compliance with that permit or approval within one (1) year of the date upon which the rezoning is approved. If such actions have not been taken within the specified time frame, the Planning Commission may initiate actions to further rezone the subject property and/or to reinstate the original zoning classification.

SECTION 9 - FEES

9.1 Every applicant or petitioner seeking an amendment to the zoning ordinance or map of the City of Alexander City, other than amendments initiated by the City Council, Enforcement Officer, Board of Adjustment, or Planning Commission, shall pay a fee to the City Clerk at the time of filing such petition or application.

9.2 A flat administrative and review fee of \$500.00 shall accompany each request for appeal or zoning amendment.

9.3 In addition, the actual costs for legal advertisement of the request and notification of parties

in interest shall be paid by the applicant prior to any decision by the Board of Adjustment, the Planning Commission or the City Council.

RESOLUTION

Amended and Restatement of the Memorandum of Understanding
Between the City of Alexander City, Alabama and the Alexander City
Board of Education

This Amended and Restatement of the Memorandum of Understanding ("MOU") by and between the (i) **City of Alexander City, Alabama**, (the "**City**"), and (ii) the **Alexander City Board of Education** (the "**BOE**"). The City and the BOE are sometimes referred to herein as a "Party" and collectively as the "Parties". The effective date of this Agreement is the date of the last party to execute this Amended and Restatement of the MOU.

WHEREAS, the Parties have entered into a Memorandum of Understanding dated February 25, 2022, ("MOU") relating to the construction of a high school situated within the Charles E. Bailey Sportplex; and

WHEREAS, the City and the BOE desire to modify certain terms and to include certain provisions not contained in the February 25, 2022 MOU.

NOW, THEREFORE, BE IT RESOLVED in consideration of the foregoing, the mutual promises set forth herein and other good and valuable consideration, the parties do hereby Amend and Restate the MOU as follows:

1. The BOE agrees to purchase and the City agrees to sell by Special Warranty Deed 89.51 acres, more or less, as shown on that survey dated March 23, 2023 by Arrington Surveyors, a copy of which is attached hereto as Exhibit 1.
 - a. The purchase price shall be Six Hundred Thousand & 00/100 Dollars (\$600,000.00) payable on the date of closing which shall be no later than 90 days from the date of approval of this Memorandum of Understanding.
 - 2a. As further consideration, upon the closing of the purchase transaction, the BOE shall convey to the City by Special Warranty Deed property adjacent to U.S. Hwy. 280 in Alexander City, Alabama and more particularly described by the boundary survey attached hereto as Exhibit 2, less and except that parcel containing 10.7 acres as described by survey attached hereto as Exhibit 3.
 - 2b. The BOE shall also assign the BOE's rights to the 80' Permanent Easement of Ingress and Egress granted by Freeway Express, Inc. over the approximately 10.74 acres abutting Hwy. 63, including the right to purchase as stated in the Agreement between the BOE and Freeway Express attached hereto as Exhibit 3.

- 2c. The City shall not enter into a contract for sale nor encumber said properties described in Exhibit 2 and Exhibit 3 for one (1) year from the date of the closing of the transaction without the written consent of the BOE or construction of the high school has substantially started, whichever event comes first.
3. Paragraph 3 of the MOU dated February 25, 2022 is deleted in its entirety.
4. The City and the BOE will work together to determine the potential needs and cost of the sewer lift station and force main.
5. The City engineer will assist with consultation of all infrastructure, to include roadways, sewer, and electrical with BOE design teams and civil engineering.
- 6a. The City pursuant to an Agreement with the BOE has not allocated nor appropriated any funds to the BOE since February of 2022. The BOE agrees to continue funding current unit allocations provided by the annual allocations for its fine arts program. In the event of proration or other State budgetary shortfalls, the BOE may diminish units accordingly to meet the requirements by the State Department of Education.
- 6b. Pursuant to Ordinance No. 2022-08 on October 1, 2023 the cap of \$750,000.00 is removed as to the BOE and the BOE shall receive the full amount derived from the $\frac{1}{4}$ of one percent (1%) sales tax assigned to the BOE for the purposes as stated in the Ordinance.
7. The BOE agrees to reimburse the City for all police services at home football games.
8. Paragraph 8 of the MOU dated February 25, 2022 is deleted in its entirety.
9. The BOE will submit all documentation to the City for submission to the National Park Services, pursuant to ADECA and U.S. Department of the Interior National Park Service, Land and Water Conservation Fund State Assistance Program. The use of Sportplex Blvd. for school traffic must be approved by the National Park Service, (NPS). The BOE cannot utilize the boulevard for school traffic until proper approval from the NPS has been received. Once approval is received the BOE will limit the traffic flow to buses and emergency response only to minimize the potential for conflicts between park pedestrians/youth and school-traffic.
10. Upon Council action, the City agrees to convey title to the BOE to the Radney Elementary School property by Special Warranty Deed at nominal consideration. The deed shall reserve to the City a first right to purchase from the BOE if the BOE determines not to utilize Radney Elementary School as a fully operational class room school. The consideration for the purchase of this property shall be agreed upon at such time the first right to purchase becomes activated.

11. Other than the Radney Elementary School property or any other properties that abut the Sportplex property, the City will not accept ownership or responsibility of maintenance of any other BOE properties.
12. The Parties acknowledge that the Charles E. Bailey Football Field and Stadium is for the benefit and use of the general public as well as the BOE.
13. As a reference only, the MOU executed between the parties on February 25, 2022 is attached hereto as Exhibit 4.
14. The Amended and Restatement of the MOU shall replace and supersede the MOU dated February 25, 2022.

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Amended and Restatement of the Memorandum of Understanding as of the date set forth on the following signature pages.

ADOPTED THIS 5TH DAY OF JUNE, 2023.

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

AUTHENTICATED THIS 5TH DAY OF JUNE, 2023.

By: Stephanie J. Southerland
City Clerk

APPROVED:

By: Curtis “Woody” Baird
Mayor

Yeas:

Nays:

BOUNDARY SURVEY

ALEXANDER CITY BOARD OF EDUCATION

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE
SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH
RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA

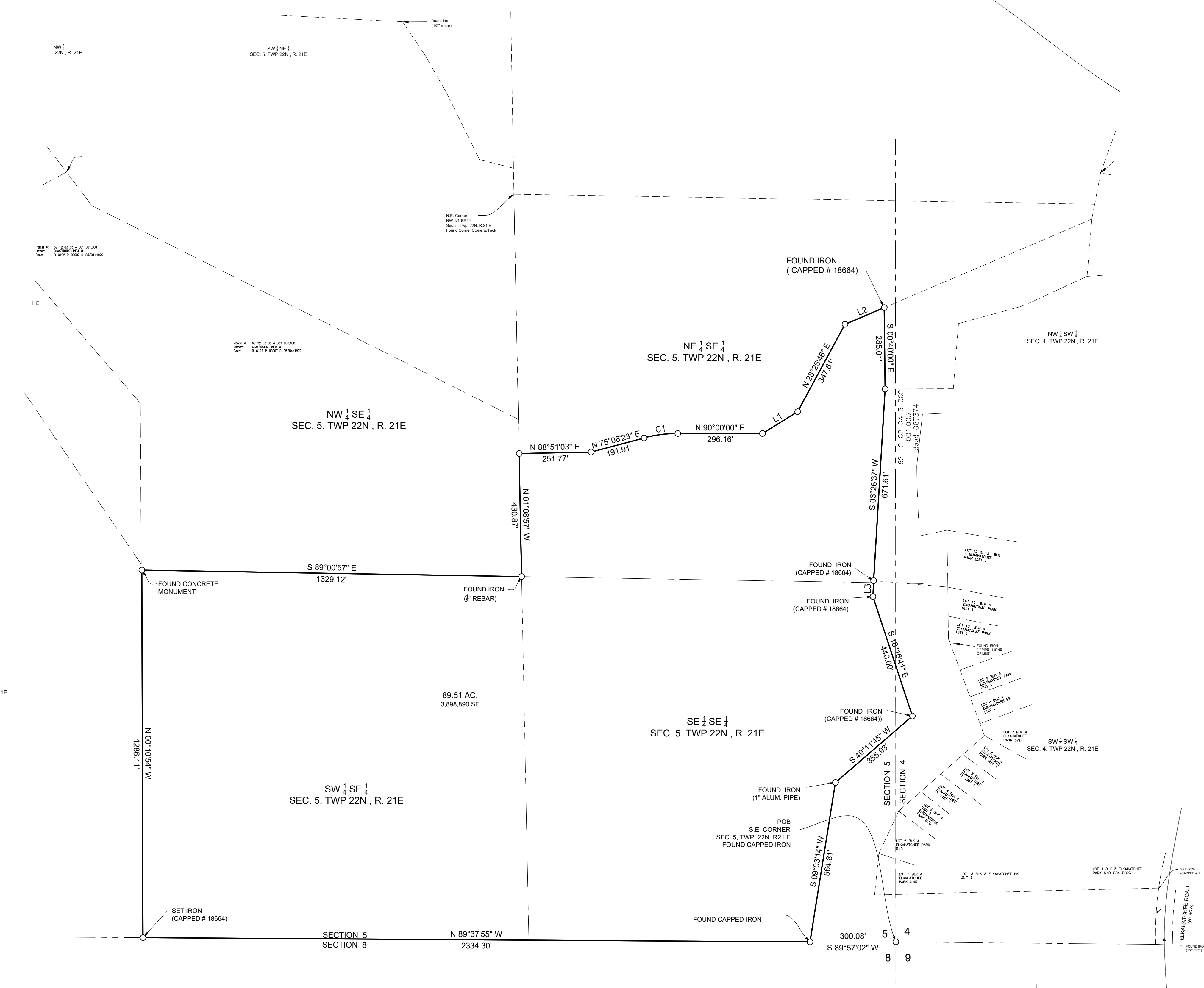


SURVEY CONTROL

THE BASIS OF BEARINGS AND OR
COORDINATES SHOWN ON THIS SURVEY ARE
BASED ON ALABAMA STATE PLANE EAST ZONE,
GRID NORTH, NAD 83(2011) POSITION WAS
OBTAINED FROM R.T.K OBSERVATION USING
THE ALDOT CORS NETWORK AS CONTROL.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5
AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA

COMMENCE AT FOUND CAPPED IRON AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 22 NORTH RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST FOR 300.08 FEET TO T FOUND CAPPED IRON AT THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 37 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION FOR 2334.30 FEET TO A SET IRON AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE RUN NORTH 00 DEGREES 10 MINUTES 54 SECONDS WEST ALONG THE WESTERLY LINE OF SAID QUARTER SECTION FOR 1286.11 FEET TO A FOUND CONCRETE MONUMENT; THENCE RUN SOUTH 89 DEGREES 00 MINUTES 57 SECONDS EAST FOR 1329.12 FEET TO A FOUND 1/2" REBAR; THENCE RUN NORTH 01 DEGREES 08 MINUTES 57 SECONDS WEST FOR 430.87 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 88 DEGREES 51 MINUTES 03 SECONDS EAST FOR 251.77 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 75 DEGREES 06 MINUTES 23 SECONDS EAST FOR 191.91 FEET TO A SET IRON (CAPPED #18664); TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 82 DEGREES 33 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 119.24 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE FOR 119.57 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 296.16 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 58 DEGREES 12 MINUTES 58 SECONDS EAST FOR 144.78 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 28 DEGREES 25 MINUTES 46 SECONDS EAST FOR 347.61 FEET TO A SET IRON (CAPPED #18664); THENCE RUN NORTH 66 DEGREES 55 MINUTES 00 SECONDS EAST FOR 149.57 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 00 DEGREES 40 MINUTES 00 SECONDS EAST FOR 285.01 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 03 DEGREES 26 MINUTES 37 SECONDS WEST FOR 671.61 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST FOR 55.96 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 18 DEGREES 16 MINUTES 41 SECONDS EAST FOR 440.00 FEET TO A FOUND IRON (CAPPED # 18664); THENCE RUN SOUTH 49 DEGREES 11 MINUTES 45 SECONDS WEST FOR 355.93 FEET TO A FOUND 1" PIPE; THENCE RUN SOUTH 09 DEGREES 03 MINUTES 14 SECONDS WEST FOR 564.81 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 3898889.965 F. OR 89.51 ACRES MORE OR LESS.



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	460.00'	119.57'	N 82°33'12" E	119.24'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 58°12'58" E	144.78'
L2	N 66°55'00" E	149.57'
L3	S 02°23'19" W	55.96'

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR:

 JEFF D. ARRINGTON
 ALABAMA NO. 18664
 DATE: 3-23-2023

ARRINGTON ENGINEERING

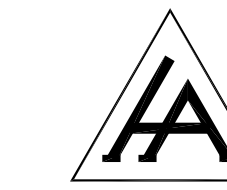
Civil Engineers - Surveyors - Land Planners

OFFICE: (205) 985-9315
FAX: (205) 985-9385
2032 VALLEYDALE ROAD
BIRMINGHAM AL 35244

DRAWING TITLE BOUNDARY SURVEY ALEXANDER CITY BOARD OF EDUCATION	DRAWN BY DBA CHECKED BY: JDA DATE: 3-23-2023 SCALE: 1"=200' PARTY CHIEF JJ PROJECT NO.: 79707 SHEET 1 OF 1
LOCATION & DESCRIPTION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA	

ALTA-ACSM Land Title Survey

A Portion of the North 1/2 of Section 10, Township 22 North, Range 21 East
TALLAPOOSA COUNTY, ALABAMA



HERNDON, HICKS & ASSOCIATES, INC.

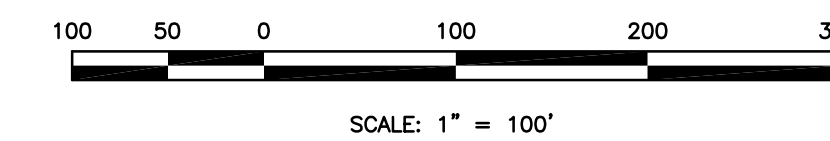
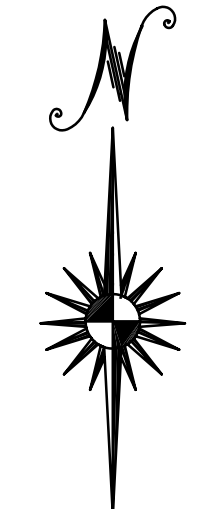
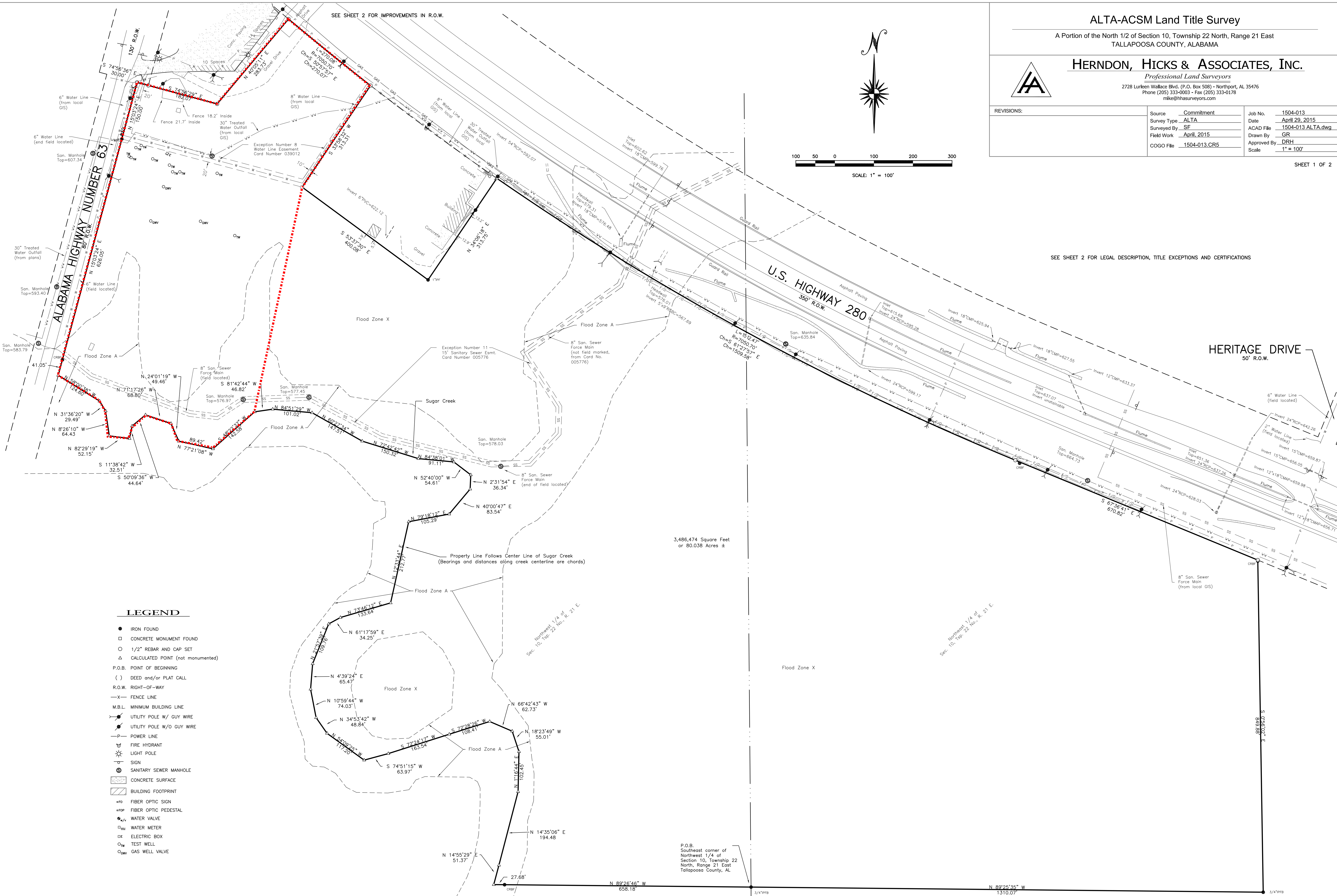
Professional Land Surveyors

2728 Lurleen Wallace Blvd. (P.O. Box 508) - Northport, AL 35476
Phone (205) 333-0003 - Fax (205) 333-0178
mike@hhasurveyors.com

REVISIONS:

Source	Commitment	Job No.
Survey Type	ALTA	1504-013
Surveyed By	SF	Date
Field Work	April, 2015	April 29, 2015
COGO File	1504-013.CR5	ACAD File
		1504-013.ALTA.dwg
		Drawn By
		GR
		Approved By
		DRH
		Scale
		1" = 100'

SHEET 1 OF 2



LEGEND

- IRON FOUND
- CONCRETE MONUMENT FOUND
- 1/2" REBAR AND CAP SET
- △ CALCULATED POINT (not monumented)
- P.O.B. POINT OF BEGINNING
- () DEED and/or PLAT CALL
- R.O.W. RIGHT-OF-WAY
- FENCE LINE
- M.B.L. MINIMUM BUILDING LINE
- UTILITY POLE W/ GUY WIRE
- UTILITY POLE W/O GUY WIRE
- POWER LINE
- ⊕ FIRE HYDRANT
- ⊙ LIGHT POLE
- ⊙ SIGN
- ⊙ SANITARY SEWER MANHOLE
- CONCRETE SURFACE
- BUILDING FOOTPRINT
- FO FIBER OPTIC SIGN
- FOP FIBER OPTIC PEDESTAL
- WV WATER VALVE
- WM WATER METER
- EB ELECTRIC BOX
- TW TEST WELL
- GW GAS WELL VALVE

EXHIBIT A

Tract I

A part of the North 1/2 of Section 10, Township 22 North, Range 21 East, Tallapoosa County, Alabama, being more particularly described as beginning at a 1 inch diameter pipe at the Southwest corner of the Northeast 1/4 of said Section 10, thence N89° 25'37" W a distance of 658.18 feet to a point in the thalweg of Sugar Creek (passing a reference iron set at a distance of 630.30 feet)(this iron and all other irons referred to as "set" are 5/5 inch diameter rebar with a yellow plastic cap stamped CDG CA-0026-LS); then along the thalweg of said Sugar Creek the following chord bearings and distances:

N14°56'38"E 51.37 feet, N14°36'15"E 194.48 feet, N1°17'53"E 102.45 feet, N18°22'40"W 55.01 feet, N66°41'34"W 62.73 feet, S72°29'35"W 108.41 feet, S72°25'26"W 163.54 feet, S74° 52'24"W 63.97 feet, N54°08'16"W 117.20 feet, N34°52'33"W 48.84 feet, N10°58'35"W 74.03 feet, N4°40'33"E 65.47 feet, N21°58'48"E 109.76 feet, N61°19'08"E 34.25 feet, N73°47'21"E 133.64 feet, N12°27'41"E 212.18 feet, N79°19'01"E 105.29 feet, N40°01'36"E 83.54 feet, N2° 32'43"E 36.34 feet, N52°39'11"W 54.61 feet, N84°37'12"W 91.11 feet, N72°41'53"W 150.32 feet, N60°26'45"W 147.51 feet, N84°50'40"W 101.02 feet, S81°43'33"W 46.82 feet, S48° 23'26"W 142.58 feet N77°20'19"W 89.42 feet, N24°00'30"W 49.46 feet; N71°16'37"W 68.80 feet, S50°10'25"W 44.64 feet, S11°39'09"W 32.50 feet N82°29'01"W 52.14 feet, N8°25'21"W 64.43 feet, N31°35'31"W 29.49 feet, and N57°59'49"W 124.60 feet to a point on the East margin of the right-of-way of Alabama Hwy. 63, thence along said margin N15°04'13"E a distance of 626.05 feet to an iron set (passing a reference iron set at a distance of 41.05 feet); thence leaving said margin S75°02'36"E a distance of 477.29 feet, then S53°37'36"E a distance of 400.00 feet to a 1 inch diameter bent pipe (passing a 1 inch diameter steel rod at a distance of 229.41 feet); thence N34°02'24"E a distance of 313.31 feet to a 1 inch diameter steel rod on the South margin of right-of-way of U.S. Hwy. 280; thence along said margin along a curve to the left having a radius of 7050.70 feet, an arc length of 1526.39 feet, and a chord bearing and distance of S61°25'45"E 1523.41 feet to an iron set; thence continue along said margin S67°40'00"E a distance of 658.59 feet to an iron set; thence leaving said margin S0°56'49"E a distance of 847.42 feet to a 1 inch diameter pipe; thence N89°25'37"W a distance of 1310.20 feet to the point of beginning and containing 77 acres more or less.

Tract II

A part of the Northeast 1/4 of Section 10, Township 22 North, Range 21 East, Tallapoosa County, Alabama, being more particularly described as beginning at a 1 inch diameter pipe at the Southeast corner of Lot 17 of Heritage Estates as recorded in Plat Book 7, Page 93; thence S84° 44'26"E a distance of 228.12 feet to a 1 inch diameter pipe; thence S0°18'40"W a distance of 72.51 feet to a 1 inch diameter pipe on the North margin of the right-of-way of U.S. Hwy. 280; thence along said margin N67°36'34"W a distance of 245.25 feet to the point of beginning and containing .019 acres more or less.

**SECOND AMENDMENT AND ADDENDUM TO
PURCHASE AND SALES AGREEMENT**

Freeway Express, Inc. ("Seller") and the Alexander City Board of Education ("Buyer") do hereby amend and add the following terms to the Purchase and Sale Agreement executed by the parties on February 24, 2020 and the Amendment and Addendum to the Purchase and Sale Agreement executed by the parties on January 27, 2021.

Amendment of Property Description

1. The property to be purchased is hereby amended by "less and excepting" the following described 10.74 acres, more or less:

(METES & BOUNDS)

2. The Seller shall grant a temporary easement 150' for ingress and egress and shall grant a permanent 80' easement within the temporary easement for ingress and egress and utilities, including water and sewage if required over the property described as the excepted property being 10.74 acres more or less. Upon the termination by ALDOT as to the actual entrance of the 80' easement, the 150' temporary easement shall terminate. The grant of the 80' easement shall be a permanent easement and shall run with the land in perpetuity. If a survey is required with a metes and bounds description, Seller shall pay the cost of said survey.

3. The Seller shall indemnify and hold harmless the Buyer from any costs, expenses or liability caused by contamination of the purchased property as a result of a previous oil spill or intrusion into the ground on Freeway property described as the excepted property. If a covenant is required by the Alabama Department of Environmental Management as to the parcel described herein, Freeway shall hold Buyer harmless and indemnify Buyer from any breach of said covenant.

4. The Seller grants to Buyer an exclusive first right to purchase the 10.74 acre excepted parcel if Seller determines to sell the same at a purchase price equal to the amount of ad valorem taxes paid by Seller from the date of the close of the purchase transaction through the time of purchase of the excepted 10.74 acre parcel by the Buyer. ✓

5. The purchase price shall remain at Five Hundred Thousand & 00/100 Dollars (\$500,000.00).

WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment and Addendum to Purchase and Sale Agreement as of the dates set forth below.

PURCHASER:

**ALEXANDER CITY BOARD
OF EDUCATION**

By: Dr. Keith Lankford, Ed.D
Its: Superintendent
Dated: _____, 2021

SELLER:

FREEWAY EXPRESS, INC.

Tim Allen

By: Tim ALLEN
Its: PRESIDENT

Dated: 1-27-_____, 2021

PURCHASER:

**ALEXANDER CITY BOARD
OF EDUCATION**



By: Dr. Keith Lankford, Ed.D

Its: Superintendent

Dated: 1-24-21, 2021

SELLER:

FREEWAY EXPRESS, INC.

By: _____

Its: _____

Dated: _____, 2021

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA THENCE RUN NORTH 89 DEGREES 25 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION FOR 658.18 FEET TO THE CENTERLINE OF SUGAR CREEK; THENCE ALONG SAID CREEK CENTERLINE THE FOLLOWING COURSES ; NORTH 14 DEGREES 56 MINUTES 38 SECONDS EAST FOR 51.37 FEET; NORTH 14 DEGREES 36 MINUTES 15 SECONDS EAST FOR 194.48 FEET; NORTH 01 DEGREES 17 MINUTES 53 SECONDS EAST FOR 102.45 FEET; NORTH 18 DEGREES 22 MINUTES 40 SECONDS WEST FOR 55.01 FEET; NORTH 66 DEGREES 41 MINUTES 34 SECONDS WEST FOR 62.73 FEET; SOUTH 72 DEGREES 29 MINUTES 35 SECONDS WEST FOR 108.41 FEET; SOUTH 72 DEGREES 25 MINUTES 26 SECONDS WEST FOR 163.54 FEET; SOUTH 74 DEGREES 52 MINUTES 24 SECONDS WEST FOR 63.97 FEET; NORTH 54 DEGREES 08 MINUTES 16 SECONDS WEST FOR 117.20 FEET; NORTH 34 DEGREES 52 MINUTES 33 SECONDS WEST FOR 48.84 FEET; NORTH 10 DEGREES 58 MINUTES 35 SECONDS WEST FOR 74.03 FEET; NORTH 04 DEGREES 40 MINUTES 33 SECONDS EAST FOR 65.47 FEET; NORTH 21 DEGREES 58 MINUTES 48 SECONDS EAST FOR 109.76 FEET; NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST FOR 34.25 FEET; NORTH 73 DEGREES 47 MINUTES 21 SECONDS EAST FOR 133.64 FEET; NORTH 12 DEGREES 27 MINUTES 41 SECONDS EAST FOR 212.18 FEET; NORTH 79 DEGREES 19 MINUTES 01 SECONDS EAST FOR 105.29 FEET; NORTH 40 DEGREES 01 MINUTES 36 SECONDS EAST FOR 83.54 FEET; NORTH 02 DEGREES 32 MINUTES 43 SECONDS EAST FOR 36.34 FEET; NORTH 52 DEGREES 39 MINUTES 11 SECONDS WEST FOR 54.61 FEET; NORTH 84 DEGREES 37 MINUTES 12 SECONDS WEST FOR 91.11 FEET; NORTH 72 DEGREES 41 MINUTES 53 SECONDS WEST FOR 150.32 FEET; NORTH 60 DEGREES 26 MINUTES 45 SECONDS WEST FOR 147.51 FEET; NORTH 84 DEGREES 50 MINUTES 40 SECONDS WEST FOR 101.02 FEET; SOUTH 81 DEGREES 43 MINUTES 33 SECONDS WEST FOR 46.82 FEET TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE CENTERLINE OF SAID SUGAR CREEK THE FOLLOWING COURSES: SOUTH 48 DEGREES 22 MINUTES 37 SECONDS WEST FOR 142.58 FEET; NORTH 77 DEGREES 20 MINUTES 18 SECONDS WEST FOR 89.42 FEET; NORTH 24 DEGREES 01 MINUTES 19 SECONDS WEST FOR 49.46 FEET; RUN NORTH 71 DEGREES 17 MINUTES 26 SECONDS WEST FOR 68.80 FEET; SOUTH 50 DEGREES 09 MINUTES 36 SECONDS WEST FOR 44.64 FEET; SOUTH 11 DEGREES 38 MINUTES 42 SECONDS WEST FOR 32.51 FEET; NORTH 82 DEGREES 29 MINUTES 19 SECONDS WEST FOR 52.15 FEET; NORTH 08 DEGREES 26 MINUTES 10 SECONDS WEST FOR 64.43 FEET; NORTH 31 DEGREES 36 MINUTES 20 SECONDS WEST FOR 29.49 FEET; NORTH 58 DEGREES 00 MINUTES 38 SECONDS WEST FOR 124.60 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE ALABAMA HIGHWAY NUMBER 63; THENCE RUN NORTH 15 DEGREES 03 MINUTES 24 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 626.05 FEET; THENCE CONTINUE NORTH 15 DEGREES 03 MINUTES 24 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 150.000 FEET THENCE RUN SOUTH 71 DEGREES 13 MINUTES 05 SECONDS EAST FOR 218.41 FEET; THENCE RUN NORTH 40 DEGREES 05 MINUTES 11 SECONDS EAST FOR 283.73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 AND THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7050.70 FEET, A CHORD BEARING OF SOUTH 53 DEGREES 22 MINUTES 15 SECONDS EAST, AND A CHORD LENGTH OF 270.08 FEET; THENCE RUN ALONG THE ARC OF SAID CURE AND RIGHT OF WAY LINE FOR 270.10 FEET; THENCE RUN SOUTH 35 DEGREES 58 MINUTES 32 SECONDS WEST FOR 313.31 FEET; THENCE RUN SOUTH 11 DEGREES 57 MINUTES 09 SECONDS WEST FOR 587.68 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 10.74 ACRES MORE OR LESS.

STATE OF ALABAMA)

COUNTY OF TALLAPOOSA)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALEXANDER CITY, ALABAMA
AND THE ALEXANDER CITY BOARD OF EDUCATION**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") entered into on the ____ day of February, 2022 by and between the **CITY OF ALEXANDER CITY, ALABAMA**, an Alabama municipal corporation (the "City"), and the **ALEXANDER CITY BOARD OF EDUCATION** which is duly authorized pursuant to the laws of the State of Alabama ("the BOE").

AGREEMENT

WHEREAS, the City and the BOE have similar interest in providing educational opportunities for the citizens of Alexander City; and

WHEREAS, the City and the BOE have agreed to certain division of sales tax and expenditures of funds for the purpose of constructing a new high school to be located at the Charles E. Bailey Sportplex and to support education in Alexander City; and

WHEREAS, both parties desire to make the construction of a new high school possible; and

WHEREAS, the City and the BOE desire to enter into this MOU for future actions and cooperation between the parties.

NOW, THEREFORE, upon and as consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, hereby acknowledged, the parties hereby agree as follows:

1. The BOE agrees to pay the City \$600,000.00 for no more than eighty-eight (88) acres identified by the parties within the Charles E. Bailey Sportplex. Said property shall not be within the ADECA easements. The purchase price of \$600,000.00 shall be deposited and held in escrow pending approval of ADECA to allow the BOE to acquire right-of-way for entrance into the property. The City as Grantee of the easement and the BOE shall cooperate in the acquisition of the easement from ADECA. Upon grant of easement the funds shall be released to the City.
2. The City and BOE will work together to transfer the HWY 280 property and easement off of HWY 63 South to the City for and in consideration of the Amendment to the Funding Agreement between the parties and other covenants between the parties.
3. If ADECA does not grant the easement required in Paragraph 1 above, the agreement to purchase by the BOE of the 88 acres and the purchase by the City of the US Hwy. 280 property and assignment of easement on Alabama Hwy. 63 shall be null and void and the BOE shall receive the funds held in escrow. This contingency shall not affect the Amended Funding Agreement and Ordinance #_____ dated February 25, 2022.

4. The City and BOE will work together to determine the potential needs and cost of the sewer lift station and force main.
5. The City engineer will assist in consultation of all infrastructure, to include roadways, sewer, and electrical with BOE design teams and civil engineering.
6. The BOE agrees to continue funding current unit allocations provided by the annual allocations for its fine art's program. In the event of proration of other State budgetary shortfalls, the BOE may diminish units accordingly to meet the requirements by State Department of Education.
7. The BOE agrees to reimburse the City for all police services at home football games.
8. The BOE agrees to share seventy percent (70%) of the cost of repairing/repaving parking lots adjacent to the Charles E. Bailey Football Stadium.
9. The BOE agrees to implement traffic design and control to minimize any potential school-traffic use of Sportplex Blvd. in an effort to minimize the potential for conflicts between park pedestrians/youth and school-traffic.
10. The BOE agrees to convey a portion – twelve (12) acres (+/-) of the Radney School property, which shall include the kitchen, dining hall, and basketball facilities. The property to be conveyed shall be adjacent to the City's Sportplex property.
11. The City shall not accept any real property or facilities from the BOE that are not adjacent to the Sportplex, other than the former HWY 280 school site.
12. The City and BOE will work together concerning the use and maintenance of the Charles E. Bailey Football Stadium.
 - a. The BOE agrees that the current enclosed Girls' Softball Batting Cages, located by the gym, will become the Sportplex maintenance shop upon the completion of the maintenance and/or lease agreement.
 - b. The BOE agrees to allow the City's Youth Football to use a football stadium beginning at 5:30 p.m., except during scheduled football games or other school related activities.
 - c.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

CITY OF ALEXANDER CITY, ALABAMA

By: _____

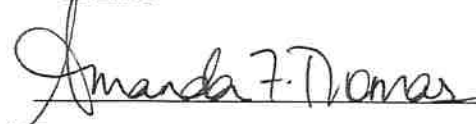
Print Name: **CURTIS W. BAIRD**

Its: **Mayor**

Date: _____

2/25/22

ATTEST:

 _____

By: **Amanda Thomas, City Clerk**

[SEAL]

ALEXANDER CITY BOARD OF EDUCATION

By:


Print Name: **DR. KEITH LANKFORD**

Its: **Superintendent**

Date:

2/25/22

ATTEST:

By:

