RESOLUTION NO. 16-01

WHEREAS, the City of Alexander City, Alabama, is continuing with improvements at the T.C. Russell Field Airport to include a Midfield Parallel Taxiway Rehabilitation and Apron Expansion, and

WHEREAS, to make said improvements, the City of Alexander City, Alabama, will seek state and federal funding for FY-2016, and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, as follows:

1. That the City of Alexander City, Alabama, is authorized to make an application in the amount of eighty-two thousand, three hundred dollars and 00/100 ($82,300.00) for airport improvement funding assistance from the State of Alabama Department of Transportation-Aeronautics Bureau, for the purpose of undertaking a project in fiscal year 2016 to make improvements at the Thomas C. Russell Field Airport.

2. That the application be submitted for and on behalf of the City of Alexander City, Alabama, by its Mayor, Charles R. Shaw, Sr., who is authorized by this resolution to sign the application and any related forms or documents on behalf of the City of Alexander City, Alabama.

3. That the City of Alexander City, Alabama, is authorized to enter into an airport improvement funding agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking a project to make improvements at the Thomas C. Russell Field Airport, with partial funding provided by the State of Alabama.

4. That the agreement be executed in the name of the City of Alexander City, Alabama, for and on behalf of the City of Alexander City, Alabama, by its Mayor.

5. That the agreement be attested by the City Clerk and the seal of the City of Alexander City, Alabama, affixed thereto.

6. That the authority of the City of Alexander City, Alabama, to enter into contracts with the State of Alabama has been reviewed by the City's attorney, and in his/her opinion, the City of Alexander City, Alabama, is duly authorized to commit the City of Alexander City, Alabama, to an agreement with the Alabama Department of Transportation.

BE IT FURTHER RESOLVED, that the City of Alexander City, Alabama, hereby affirms that the local matching share of funds in the amount of eighty-two thousand, three hundred and 00/100 ($82,300.00) required for this agreement has been officially approved, placed into the budget of the airport and is available for expenditure upon execution of the State of Alabama's funding agreement and the start of the project.

ADOPTED this 2nd day of November, 2015.

Robert Howard
President of the City Council

APPROVED this 2nd day of November, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-01 which was duly adopted by the City Council on this 2nd day of November, 2015.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of November, 2015.

Harriett C. Scott

As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-02

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Personnel Authorization List be and is hereby amended for the starting pay for a Grade 4 Operator Trainee at Sugar Creek Wastewater Treatment Plant be adjusted from a 8-1 $10.19 to a 13-1 $13.64.

ADOPTED this 16th day of November, 2015.

James D. Spann
President of the Council

APPROVED this 16th day of November, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-02 which was duly adopted by the City Council on the 16th day of November, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 16th day of November, 2015.

SEAL

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

RESOLUTION NO. 16-03

WHEREAS, the City of Alexander City, Alabama, has been awarded a grant for the improvement of City streets and bridges under the Alabama Transportation Rehabilitation Program (ATRIP), specifically Scott Road Bridge, and

WHEREAS, the sewer and water utilities in the area of the project on Scott Road will need to be relocated prior to construction of the bridge culvert and paving, and

WHEREAS, CH2M Engineers, Inc., has submitted Task Order 4 to the City of Alexander City, Alabama, to provide professional services related to design and drawing preparation for the relocation of the sewer and water utilities for an amount not to exceed $30,500.00, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into Task Order 4 with CH2M Engineers, Inc..

ADOPTED this 16th day of November, 2015.

James D. Lyons
President of the Council

APPROVED this 16th day of November, 2015.

Charles R. Shaw Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-03 which was adopted by the Council on the 16th day of November, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 16th day of November, 2015.

Harriett C. Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

Task Order 4

THIS TASK ORDER IS ISSUED UNDER AND GOVERNED BY THE TERMS AND CONDITIONS OF THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 15, 2015 BETWEEN CITY OF ALEXANDER CITY, ALABAMA, AND CH2M HILL ENGINEERS, INC. (CHE)

General Professional Services Related to the Design and Drawing Preparation for Water and Sewer Relocation for the ATRIP3 Scott Road Bridge Project

Specific Services

The specific services that CH2M agrees to furnish include services for general professional engineering consultation and design, as described in the referenced Master Services Agreement dated June 15, 2015, and that are applicable to this Project. The services that CH2M agrees to furnish as part of this Task Order are as requested by the CLIENT's representative and as described below:

- CH2M will design and prepare drawings for the relocation of the existing 2-inch water distribution main (approximately 1,900 feet) that parallels Scott Road near Scott Road Bridge (to be replaced under a separate project) and the existing 15-inch sewer main (approximately 330 feet) that crosses under Scott Road from MH 4077 to MH 4025. PDF Drawings will be submitted to EEFS for insertion into the ATRIP3 Scott Road Bridge Project for bidding.

Compensation Provisions

As compensation for providing the services described within Attachment A to this Task Order, the CLIENT shall pay CH2M in accordance with Article 7 of the Agreement dated June 15, 2015, based on CH2M's Salary Costs plus 115 percent of CH2M's Salary Costs, for the actual time worked on the PROJECT. There will be a budget ceiling of $30,500, which shall not be exceeded without a revision to this Task Order. CH2M HILL will keep the CLIENT informed of progress so that the budget and/or work effort can be adjusted if deemed necessary.

CH2M HILL is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the CLIENT obligated to pay CH2M HILL beyond these limits. When any budget has been increased, CH2M HILL's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Work Schedule

Work will begin upon execution of this Task Order and will be completed within the time frame provided in Attachment A.

Attachments

The following attachment is hereby incorporated into and made a part of this agreement:

- Attachment A–Scope of Work for the Design and Drawing Preparation for Water and Sewer Relocation for the ATRIP3 Scott Road Bridge Project.

Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 4. Communications between the parties and their consultants or subcontractors shall be through the Authorized Representatives.

For the CLIENT	For CH2M HILL ENGINEERS, Inc.
Name: Mayor Charles Shaw	**Name:** Dana Raughton
Address: P.O. Box 552 Alexander City, AL 35011-0552	**Address:** 4121 Carmichael Rd, Suite 400, Montgomery, AL 36116
Telephone: (256) 329-6701	**Telephone:** (334) 321-1862

Authorization

Task Order 4 is effective as of the date signed by the CLIENT.	
Accepted for CLIENT by: City of Alexander City	**Accepted for CH2M HILL ENGINEERS, Inc., by:**
Signature: Charles R. Shaw, Jr.	Signature: David Hayes
Title: Mayor	Title: Geographic Operations Manager
Date: 11/16/15	Date: 10/25/15

ATTACHMENT A TO TASK ORDER 4

Scope of Work for the Design and Drawing Preparation for Water and Sewer Relocation for the ATRIP3 Scott Road Bridge Project

Background

As part of the City's ATRIP Projects, specifically the Scott Road Bridge Replacement Project with EEFS as the design engineer, the existing water main and existing sewer main located near Scott Road Bridge must be relocated due to the bridge being replaced as part of ATRIP3. The relocation of the utilities is a part of the overall project. The City has requested that CH2M provide engineering design services for relocation of the water and sewer main located in this area. The design of the relocation for the gas main as well as overhead power will be completed by others and is not considered a part of this task order.

Scope of Work

This Scope of Work provides for project design and drawing preparation for the construction of the water main and sewer pipeline replacement. Major design details/work items to be completed as part of this project include the following:

- Design Development
- Drawing Preparation
- Project Meetings and Coordination

Task 1–Design Development

The work to be completed under this task will include the following:

- Coordinate with engineer to obtain a copy of the survey that has already been performed by others. Verify that all information needed for design of the water and sewer mains has been obtained.

- Review ALDOT requirements for this project and ensure that both the relocations of the water and sewer mains are designed according to their specifications.

- Prepare initial cost estimate for utility relocations based on ALDOT pay items.

- Meet with the City to discuss design options specifically related to the sewer main and document recommended design and construction method. Document discussion in form of meeting notes.

Task 2–Drawing Preparation

The work to be completed under this task will include the following:

- Prepare detailed design drawings which will be inserted into the overall ATRIP3 Scott Road Bridge Project by EEFS for competitive bidding of this project.

- Review drawings with the City and EEFS and incorporate review comments and prepare the final design drawings and cost estimate based on ALDOT pay items.

Task 3 - Project Meetings and Coordination

The work to be completed under this task will include the following:

- Coordinate with the Scott Road Bridge project engineer, EEFS during project design.

- Conduct a project workshop with the City and engineer(s) for Scott Road Bridge project to review the 90% contract documents.

Assumptions:

- No new ROW, easements, or permits will be required for this project.
- Gas main design will not be included as part of this project, nor will overhead power relocation.
- Surveying done by others is complete and provided to CH2M in an acceptable format.
- No front ends, specifications, advertising or bidding will be performed as part of this project.
- Drawings will be submitted to EEFS in PDF format (22x34).

Project Schedule

Table 1 summarizes the proposed project schedule.

TABLE 1
Proposed Project Schedule

Activity	Task Description	Start Date	End Date	Deliverables
Task 1	Design Development	October 2015	November 2015	Meeting notes memo on design discussion and decision
Task 2	Drawing Preparation	November 2015	December 2015	Draft and final detailed drawings
Task 3	Project Meetings and Coordination	October 2015	December 2015	None

General

Project Management/Administration

Project management/administration shall include the day-to-day activities required in coordinating the work such as management of individuals assigned to the activities, establishment of coordination and control procedures, and management of resources required to perform the work.

Progress Reports

The ENGINEER shall prepare a written report that describes the progress of the work each month. The report shall include the current project schedule for each major work activity included in the scope of work.

END OF SECTION

RESOLUTION NO. 16-04

WHEREAS, the City of Alexander City, Alabama, has been awarded a grant for the improvement of City streets and bridges under the Alabama Transportation Rehabilitation Program (ATRIP), specifically Scott Road Bridge, and

WHEREAS, the gas utility lines in the area of the project need to be taken out of service and temporarily abandoned before other construction can be performed, then replaced and put back in service before winter begins, and

WHEREAS, the work will require a qualified design engineer with experience in natural gas distribution systems, and

WHEREAS, Gas Meter Engineers, Inc., has submitted a proposal to the Alexander City Gas Department to perform the requested engineering services within the required time frame for an amount not to exceed $14,300.00, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into the agreement with Gas Meter Engineers, Inc..

ADOPTED this 16th day of November, 2015.

James D Lyons
President of the Council

APPROVED this 16th day of November, 2015.

Charles P. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-04 which was adopted by the Council on the 16th day of November, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 16th day of November, 2015.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

GAS METER ENGINEERS, INC.

NATURAL GAS
CONSULTING ENGINEERS

METER AND
REGULATOR STATIONS

October 29, 2015

City of Alexander City Gas Department
520 Calhoun Street
Alexander City, Alabama 35011

Attention: Mr. Mike Stewart, Superintendent

Subject: Proposal for Engineering Services

Gentlemen:

Project: ALDOT Project ACBR61057-ATRP(017), Bridge Replacement at Scott Road, Natural Gas Facilities Relocation, Tallapoosa County

As you have requested, Gas Meter Engineers, Inc. is pleased to submit this proposal for engineering services to be performed in connection with above referenced project. The project shall be performed in two phases: Phase 1 – Prior to highway construction work, the installation of stopple fittings and new valves to isolate, depressurize, purge and abandon in place the existing 4" steel gas line within the highway project construction limits also to include the relocation of an existing high pressure service regulator assembly and service line; Phase 2 – After highway project final grading, the installation of a new 4" steel gas line adjacent to the previously abandoned 4" steel gas line in Phase 1 and connection to the previously installed valves in Phase 1.

Scope of Services:

We will perform engineering services necessary to accomplish the purposes set forth above. The scope of our services shall include:

Phase 1: Conceptual

This phase of work shall include the preparation of preliminary conceptual design drawings on highway project plans and this engineering proposal for engineering fees associated with the project.

Phase 2: Plans, Specifications and Estimate

This phase of work shall include the preparation of construction gas facilities adjustment drawings and gas facilities specifications for approval, assisting the gas department in the preparation of a list of qualified gas subcontractors to work with the general highway contractor performing the bridge replacement and coordination of submittals and gas facilities adjustment work with EEFS Company, PC.

Phase 3: Engineering Services During Construction

This phase of work shall include periodic visits as needed to the construction site to review the progression of work performed by the utility contractor adjusting the gas facilities under the highway contractor's roadway contract. This does not include the provision of a resident inspector as the gas department will provide daily inspections.

Compensation: We propose the following fees associated with the project:

Phase 1: Conceptual	$3,800
Phase 2: Plans, Specifications and Estimate	7,500
Phase 3: Engineering Services during Construction	3,000
Total Proposed Engineering Fees	$14,300

Partial payments will be made monthly on receipt of invoices for work performed as rendered by Gas Meter Engineers, Inc.

We appreciate your considering Gas Meter Engineers, Inc. for your engineering services and look forward to working with you on this project. If this proposal meets with your approval, please sign as indicated below, and return a copy to this office.

Respectively submitted,

Don G. Cochran, Jr., President
GAS METER ENGINEERS, INC.

AUTHORIZATION

Accepted: November 16, 2015

CITY OF ALEXANDER CITY GAS DEPARTMENT

By Charles R. Shaw, Sr.
Charles R. Shaw, Sr.

Attest: Harriett C. Scott
Harriett C. Scott, City Clerk

RESOLUTION NO. 16-05

WHEREAS, the City of Alexander City, Alabama, is involved in a Class Action Lawsuit which includes claims for injunctive relief and monetary damages; and

WHEREAS, the City of Alexander City's attorney has recommended that the City employ the law firm of Lanier Ford which has extensive experience with these types of claims filed against the City; and

WHEREAS, the City of Alexander City's insurance policy may not cover legal services regarding injunctive relief, but covers only monetary damage relief; and

NOW, THEREFORE BE RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into a contract with the law firm of Lanier Ford Law to represent the City in the Foster and Underwood v. Alexander City action pending in the United States Federal District Court, Middle District of Alabama for any and all claims which are not covered by the City's applicable insurance contract with Trident Insurance.

ADOPTED this 16th day of November, 2015.

James D Sparrow
President of the City Council

APPROVED this 16th day of November, 2015.

Charles R. Thomas Jr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-05 which was duly adopted by the City Council on this 16th day of November, 2015.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 16th day of November, 2015.

SEAL

Harriett C Scott
City Clerk of the
City of Alexander City,
Alabama

LanierFord.com

LANIER FORD

Lanier Ford Shaver & Payne P.C.
Attorneys at Law

2101 West Clinton Ave., Suite 102
Huntsville, Alabama 35805

Mailing Address:
P.O. Box 2087 • Huntsville, Alabama 35804
256-535-1100 Office

David J. Canupp
256-533-9322 fax
djc@lanierford.com

November 17, 2015

Via E-Mail
[lradney@barnesandradney.com]

Larkin Radney, Esquire
BARNES & RADNEY, P.C.
P.O. Drawer 877
Alexander City, AL 35011-0877

RE: Foster v. City of Alexander City, et al.; In the United States District Court for the Middle District of Alabama, Eastern Division; Case No. 3:15-CV-647-WKW

Dear Larkin:

This letter, and the attached terms and conditions, will confirm the City of Alexander City's engagement of this firm's services for the purpose of providing legal advice and services regarding all aspects of the claim for injunctive relief in connection with the above-referenced case. As we have previously discussed, our services will be billed on an hourly basis. As we have previously discussed, our services will be billed on an hourly basis. My hourly rate is $185.00 per hour and paralegals at a rate of $85.00 per hour.

Additional terms and conditions of this representation are set out in more detail in the enclosed Terms and Conditions document. If you find the terms of this representation satisfactory, please respond by either signing the consent section at page two of this letter and returning it to me, or sending me an e-mail indicating that you accept the terms provided herein. Such an acknowledgment and acceptance of the terms will provide me with the written consent from you that allows me to proceed with the representation.

I greatly appreciate the opportunity to assist you with your legal matters. If you have any questions or concerns whatsoever, please do not hesitate to give me a call.

Sincerely,

David J. Canupp

David J. Canupp

DJC/kp

I hereby accept the terms and conditions of representation as outlined in the engagement letter provided to me and the appended Terms and Conditions document, and I authorize Mr. Canupp to commence the contemplated services.

Charles R. Shaw, Sr.
Signature

LANIER FORD SHAVER & PAYNE P.C.
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

Fees: The time for which a client will be charged is based on one-tenth hour (6 minute) increments, and will include, but will not necessarily be limited to, telephone and office conferences with the client, witnesses, other counsel, consultants, government personnel and others; conferences among our personnel; factual investigation; legal research; drafting and review of letters, memoranda, pleadings, briefs, and other documents; reviewing files in preparation for proceedings or meetings; responding to client. requests to provide information to their auditors; responding to client requests to provide other information, such as non-standard billing information or information required by client procurement practices, third parties or parent organizations; travel time that would otherwise be available for productive work on regular business days, but which cannot be so devoted because of the circumstances of travel; waiting time in court or in connection with administrative proceedings; and time in propounding or responding to interrogatories, preparing for and participating in depositions or other forms of discovery.

Expenses: In addition to fees, our bills will include allocable charges for costs and expenses incurred in performing our services, such as photocopying, mail, messenger and delivery services, computerized research, travel (including mileage, parking, air or rail fare, lodging, meals, taxi or car rental), telephone, facsimile or data transmission, secretarial and support staff overtime (when necessitated by the client's work), court costs and filing fees. Unless other arrangements are made, certain larger expenses (such as expert witnesses' fees, filing fees, and court reporters' charges) will be billed directly to the client and will not be the firm's responsibility.

Estimates: Although the firm may from time to time respond to a client's request for an estimate of the fees and/or expenses that will be involved in the engagement or a portion thereof, these estimates are inherently inexact and are subject to unforeseen contingencies and changed circumstances, and the firm cannot be bound by such estimates except to the extent expressly set forth in writing.

Bills: The firm's policy is to render bills monthly. Statements generally will be prepared and mailed to the client during the month following the month in which services are rendered. The firm assumes that its clients will pay statements within 30 days. The firm reserves the right to defer providing services or to discontinue representation of the client if billed amounts are not paid when due. It is also our policy to stop work if a client fails to abide by its agreement to provide retainer funds or advances against charges.

Termination: A client has the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services already rendered, including work in progress at the time of termination, and to pay for all expenses incurred on behalf of the client through the date of termination.

Cooperation: The firm will provide legal counsel to you in accordance with the letter to which these terms and conditions are attached and in reliance upon information and guidance provided by you.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your case, and to fully and accurately disclose all facts and documents that may be relevant to the matter or that we may otherwise request. You also agree to make yourself or an appropriate representative reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings as may be necessary. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing unless otherwise specified in the letter confirming this engagement.

Scope of Service: Unless otherwise explicitly agreed in writing, you understand and agree that our services are tailored to the particular issue for which you have retained us. You understand that we do not have a continuing obligation to advise you concerning subsequent legal developments that may have a bearing on your affairs generally, unless you specifically request in writing otherwise. After completion of the matter as to which we are representing you, we will not have a duty to advise you of subsequent legal developments that might have a bearing on that matter. Furthermore, we generally do not provide advice with respect to federal or state tax consequences unless you explicitly request in writing that we do so.

Legal Opinions: Either at the beginning or during the course of our representation, we may express our opinions concerning the matter, various courses of action, or the possible results. Any such statement made by our firm is intended to be an expression of an opinion only, based on information available to us at the time, and must not be construed by you as a statement of fact, promise or guarantee of any particular result. No guarantees are possible in matters such as this.

Withdrawal: We reserve the right to withdraw from our representation upon written notice to you if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or follow our advice on a material matter, or any fact or circumstance would render our continued relationship unlawful or unethical or would otherwise authorize such termination. If we elect to withdraw, the client agrees that it will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal, and we will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the client through the date of withdrawal. Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless the firm and the client have expressly agreed in writing to a continuation with respect to other matters.

Conflicts: The firm has represented, and continues to represent, many different corporate and individual clients with various business interests in numerous industries. It is possible that, during the time we are representing your interests in the current matter for which we have been engaged, you may become involved in transactions or disputes in which your interests are adverse to those of one of the firm's present or future clients. If such a conflict were to arise between your interests and those of another present or future client of the firm, the firm will apprise you of that fact, but reserves the right to represent the interests of the other client with respect to the particular matter.

Waiver: Therefore, as a condition of our acceptance of this representation, you understand and agree that this firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter not entailing active litigation that is not substantially related to the matter we are handling on your behalf, even if the interests of such other clients in those other matters are directly adverse to yours, and even if those other matters ripen into or involve litigation

between such other clients and yourself. We agree, however, that your prospective agreement and consent to such conflicting representation shall not apply in any instance where, as the result of our representation of you, we, have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client, could be used to the material disadvantage of your interests in the matter involved.

E-Mail: We would be pleased to communicate with you by e-mail. Unless you indicate to us to the contrary, we will assume that you consent to such a means of communication. However, please remember that internet e-mail is not secure and you should avoid sending sensitive or confidential internet e-mail messages unless they are adequately encrypted.

Consent: Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear understanding of our relationship.

RESOLUTION NO. 16-06

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the attached budgets be and is hereby adopted as the 2015/2016 Operating, and Capital Budget for the City of Alexander City, Alabama, with following stipulations:

1. This budget shall also include longevity increase for each employee whose steps are not equal to the 3 years per steps

   The revised Annual Wage Compensation Grid, and the Public Safety Salary Grid included in the 2015/2016 Operating Budget will be the basis for this evaluation.

   The above wage and salary increase shall become effective upon adoption

2. This budget shall also include the revised Departmental Personnel Authorization List to effectively manage, administer, and limit the number of personnel employed by the City. Such "Authorizations" shall be specified and allocated to each City department.

   The Personnel Director will submit any new/revised recommendations for the Departmental Personnel Authorization List through the Mayor to the City Council for approval.

BE IT FURTHER RESOLVED that the level of control at which expenses "May not exceed budget" is the department within the fund. Line item amounts are to be used as a guideline and will be considered and reviewed on a monthly basis to help control the department total.

ADOPTED this 7th day of December , 2015.

Jones D. Shaw
President of the Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-06 which was duly adopted by the City Council on this 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 7th day of December, 2015.

Harriett C Scott
As City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Budget FY 2015-16

Description	Gen Fund Admin	Police	Fire	Public Works	ACRIP	Airport	Building	Meter Readers	Purchasing	Municipal Court	Library	Nutrition	Golf Fund	Parks & Rec	Electric	Gas	Water	Sewer	Total
Revenue	15,121,000	30,000	1,800,000	940,250	1,100,000	625,000	48,100	200	-	516,250	-	116,000	291,062	95,000	13,751,127	3,262,000	6,124,100	2,730,000	46,550,089
Salaries & Benefits	1,520,231	3,806,522	3,689,282	1,620,164	-	95,165	115,216	338,960	148,906	128,250	381,575	127,077	301,591	959,951	872,625	373,486	1,075,421	1,370,105	16,924,526
Adjustments	56,930	39,542	123,225	22,483	-	-	-	-	-	13,652	9,328	-	9,189	6,862	29,160	21,006	33,799	34,591	399,766
Total	1,577,162	3,846,063	3,812,507	1,642,647	-	95,165	115,216	338,960	148,906	141,902	390,903	127,077	310,780	966,813	901,785	394,492	1,109,220	1,404,695	17,324,292
Operational	795,146	926,655	732,033	996,630	-	324,250	51,800	26,160	49,300	14,900	103,300	24,100	545,273	427,531	12,295,728	1,956,842	2,869,162	2,032,148	24,170,958
Other	2,318,365		342,000																2,660,365
Operating Profit Loss	10,430,327	(4,742,718)	(3,086,540)	(1,699,027)	1,100,000	205,585	(118,916)	(364,920)	(198,206)	359,448	(494,203)	(35,177)	(564,991)	(1,299,344)	553,615	910,666	2,145,718	(706,843)	2,394,474
Capital	317,000	8,770	32,896	80,500	1,100,000	325,700	-	7,000	-	-	6,190	-	35,553	66,000	184,780	21,190	88,438	938,600	3,212,617
Change in Fund Balance	10,113,327	(4,751,488)	(3,119,436)	(1,779,527)	-	(120,115)	(118,916)	(371,920)	(198,206)	359,448	(500,393)	(35,177)	(600,544)	(1,365,344)	368,835	889,476	2,057,280	(1,645,443)	(1,925,143)
							Loan from Utility Reserves - Desig Emergency				500,000				Loan from Utility Reserves - Capital Outlay				2,000,000
																	Net Budget		74,857

Dept	Description	2016 Request	Notes	2016 Cut	2016 Cut 2	Review	2016 Adjusted	Final Notes
Police	Ammunition	6,595	Operating supplies	-			6,595	
Police	Laptop and Projector for training	8,000		-	8,000		-	
Police	Taser (6)	11,400		-	11,400		-	
Police - Crime Prevention	Fatal Vision Goggles Kit & Mat	2,500		-	2,500		-	
Police - Crime Prevention	Finger printing system	6,995		-	6,995		-	
Police - Jail	Maintenance support agreement - Livescan	2,175	Maintenance agreement	-	-		2,175	
Police - Jail	Computer desktop	520		-	520		-	
Police - SRG	Sniper rifle	2,000		-	2,000		-	
Police - SRG	Detour sign with stand (6)	1,200		-	1,200		-	
Police - Narcotics	Copier	7,490	Service agreement $360 per year	7,490	-		-	
Police - Detective	Body camera (7)	4,053		-	4,053		-	Talk to Chief about cameras
Police - Patrol	Patrol rifle vehicle mounts (7)	1,745	Operating equipment	-	1,745		-	
Police - Patrol	Handheld PBT (4)	2,200		-	2,200		-	
Police - Patrol	Taser Body Camera (6)	2,400		-	2,400		-	
Police - Patrol	21 ft Taser cartridges (50)	1,380	Operating Supplies	-	1,380		-	
Police - Patrol	Taser Holster (6)	310		-	310		-	
		60,963		7,490	44,703		8,770	
Fire	1 3/4 Fire Hose; 7 * $457.14	3,200	Hoses are tested annually in order to be used on a truck. Replacement of hoses that fail testing.	-	3,200		-	
Fire	6" Pre-Con Valve	1,600	Valve attaches to pump to allow the truck to be in use while a drop tank operation is started. Drop tanks are used in areas with few or no hydrants, and when assisting neighborhood volunteer fire departments	1,600			-	
Fire	2100 Gal. Drop Tank	1,200	See above	1,200			-	
Fire	Portable Compressed Air Foam System	3,300	To be placed on Truck 38, which is usually first on scene. This unit will allow small fires such as car fires, to be put out quicker, which should reduce on scene time with trucks and manpower.	-	3,300		-	
Fire	Rapid Intervention Kit	4,000	Ladder 33 - Kit is a package of tools and equipment used to help free or remove a firefighter that is trapped or otherwise in peril.	-	4,000		-	
Fire	Thermal Imager (2) $11,000 each	22,000	Device allows a firefighter tosee even in an environment filled with dense black smoke.	11,000	11,000		-	
Fire	Stair Chair EMS (1)	3,000	Stair chair is needed for transporting patients out of multi-story areas, stairwells and other areas that are too tight for stretchers.	-	3,000		-	
Fire	EMS Monitor/Defibrillator (1)	30,000	Addition of new ambulance - state regs require monitor	-			30,000	
Fire	IV Pump (9)	38,853	Needed for transport of patients out of town from RMC. RMC does not allow anyone to use their new IV pumps. We need to use the same IV pumps to simplify changeover.	17,268	18,689		2,896	
Fire	Autovent 4000	9,000	Rollover	9,000	-		-	
Fire	HVAC Station II	10,500	Includes electrical work	-	10,500		-	
Fire	Complete Remodel at Station I/II	8,600		-	8,600		-	
Fire	Lettering on Haz-Mat & Dive Trailer	4,000	Currently no signage on trailers to indicate who owns them or what they are used for	2,000	2,000		-	
Fire	Online testing	2,500	Allows Alabama Fire College testing to be onsite.	-	2,500		-	
		141,753		42,068	-		32,896	
								Move to other
Fire	Ladder #33 Payment	242,000	3/3 Payments completed	-	242,000		-	Lease payment
Fire	Engine #51 Replacement	100,000	N American Fire Equipment	-	100,000		-	Grant match - carryover

Dept	Description	2016 Request	Notes	2016 Cut	2016 Cut 2	Review	2016 Adjusted	Final Notes
Clerk/Finance Dir	Laptop computer and software	1,500	Replace Ward's laptop, it cannot be upgraded	-			1,500	
Clerk/Finance Dir	Outside doors - lower end	2,500		2,500	-		-	
		4,000		2,500	-		1,500	
IT Dept	VMWare Backup (Veeam)	7,000	Backup for current VMWare instances	-	-		7,000	
IT Dept	MS Server x 2	2,000	Ward's software and Backup AD P2V	-	2,000		-	
IT Dept	EMC Upgrade (VMWare)	6,000	To support P2V	-	-		6,000	
IT Dept	VOIP	60,000	VOIP Phone System - Additional quotes	60,000			-	Pull per Rob for additional quotes
IT Dept	Network Hardware	10,000	POE Switches and HW for VOIP	10,000			-	
IT Dept	Camera System	6,500	City Hall Security	-	6,500		-	Not needed
IT Dept	Access Control	7,500	Exterior Door Security ?? Add 1725 for PC ??	-	7,500		-	Not needed
IT Dept	Gas Department Fiber Survey	6,000		6,000			-	
IT Dept	Fiber Ring Survey	10,000		-	-		10,000	
IT Dept	Cityworks	30,000	Project Completion	30,000			-	New contract - annual maint fee
		145,000		106,000			23,000	
Comm Development	Broad Street Streetscape:TAP Grant		80%/20% ALDOT Grant					
Comm Development	Design: 100% 35,000 Complete		Weather/holidays will determine schedule					.
Comm Development	Construction:80% 279,000							
Comm Development	Construction:20% 70,000	70,000		-			70,000	
Comm Development	CE&I : 80% 36,000						-	
Comm Development	CE&I: 20% 10,000	10,000		-			10,000	
Comm Development	Cost not Covered in Grant						-	
Comm Development	Paving: 100% 43,000	43,000	TAP doesn't fund paving	-			43,000	
Comm Development	Total: 473,000						-	
Comm Development	Demolition & Clearance:CDBG Grant		$ 250,000 City Share/ $ 26,000 City Share				-	
Comm Development	Demolition of Structures 210,750	21,200		-			21,200	
Comm Development	Professional Services 65,182	4,800		-			4,800	
Comm Development	Total: 275,932						-	
Comm Development	Lee Street Streetscape:TAP Grant		80%/20% ALDOT Grant				-	
Comm Development	Design: 100% 54,500	54,500		-			54,500	
Comm Development	Construction: 80% 309,600						-	
Comm Development	Construction: 20% 77,400	77,400		-			77,400	
Comm Development	CE&I: 80% 46,400						-	
Comm Development	CE&I: 20% 11,600	11,600		-			11,600	
Comm Development	Total 499,500	-		-			-	
		292,500		-			292,500	
Meter Reader	Hand held computer	7,000	For additional employee	-			7,000	

Dept	Description	2016 Request	Notes	2016 Cut	2016 Cut 2	Review	2016 Adjusted	Final Notes
Public Works								
City Engineer	New Building - conceptual design and analysis	18,000		18,000			-	
City Engineer	ATRIP III	-	rollover remainder	-			-	
		18,000		18,000			-	
Property Maint	Property Maintenance Dept Relocation	8,000	Guard shack repairs, renovation, upgrade, Additions	8,000			-	
Property Maint	3 string trimmers	975	Also in operational	975			-	Move to operations
Property Maint	Main Street ornamental trash cans	6,000	Requested by Main Street	6,000			-	
Property Maint	Flags and poles for median and intersections	5,809	Flags 140 @ 29.95 = $4193; Poles 90 @ $17.95	-		5,809	-	
		20,784		14,975			-	
Street Maint	Signs Program	15,000	Implementation of sign management program.		5,000		10,000	per year/ move to operations
Street Maint	Crack Seal	15,000	Preventive maintenance.			15,000	-	per year/ move to operations ACRIP
Street Maint	Parking lot at Korens	110,000	Requested for EDA		-	110,000	-	
Street Maint	Washington Street Culvert	35,000	Rollover	-	-		35,000	Pay from ACRIP?? No
		175,000		-	5,000		45,000	
ACRIP	ACRIP	1,100,000		-	-		1,100,000	Need to identify projects
Shop	New Shop	-	rollover balance				-	
Shop	New Driveway	20,000			20,000		-	
Shop	Fence/Gate upgrades additions	15,000			15,000		-	
		35,000		-	35,000		-	
Waste Management	Rebuild Incinerator	35,000	Needs to be rebuilt every 5-10 years based on usage in order to effectively maintain. Complete rebuild of the refractory in the unit as well as replacement of the stack.	-	-		35,000	
Waste Management	ipad	1,100	for Cityworks	1,100	-		-	Service chg 480
		36,100		1,100			35,000	
Recycling	forklift	37,739	Grant received. Needed for loading and unloading bales and materials that are stored.	37,739			-	Reimbursement grant
Recycling	10 large bins	11,008	To transport and store materials	11,008			-	
Recycling	scale	2,195	Needed to accurately weigh bales and report accurate quantities to ADEM. Currently rely on vendors.	2,195			-	
Recycling	overrun	500		-	-		500	
Recycling	Less Grant	(50,442)		(50,442)	-		-	
		1,000		500	-		500	

Dept	Description	2016 Request	Notes	2016 Cut	2016 Cut 2	Review	2016 Adjusted	Final Notes
Airport	Power Washer	400		-			400	
Airport	Pipe along Taxiway(2014-2015 Budget)	7,500	Carryover	-			7,500	
Airport	Fencing (2014-2015 Budget)	9,600	Carryover	-			9,600	
Airport	Equipment for Airport Maintenance			-			-	
Airport	Pavilion Restrooms:Male & Female	24,000		-	24,000		-	
Airport	Concrete pad for relocated dumpster	1,000	In House	-	1,000		-	
Airport	Matching Funds for 8/10 T-Hangars						-	
Airport	City 50%: $250,000	250,000		-			250,000	
Airport	ALDOT-AB 50%: $ 250,000			-			-	
Airport	Total $ 500,000			-			-	
Airport	Parallel Taxiway Extension						-	
Airport	Construction:95% 948,100			-			-	
Airport	Construction: 5% 50,000	50,000		-			50,000	
Airport	CE&I: 95% 155,800			-			-	
Airport	CE&I: 5% 8,200	8,200		-			8,200	
Airport	Taxiway Total: 1,162,100			-			-	
		350,700		-			325,700	
Library	Ipad x2	1,090		-			1,090	
Library	printer/scanner/copier	1,500	To check on lease	-			1,500	
Library	basement lobby flooring	7,500		-	7,500		-	Mayor to check on
Library	desktops x4	3,600		-			3,600	
		13,690		-	7,500		6,190	
Golf Fund	Lakewinds Website	1,628		-		1,628	-	
Golf Fund	Point of Sale Software Update	-	2 Tee Times per day	-			-	
Golf Fund	Deck with Oning	21,500		-	-	21,500	-	
Golf Fund	Golf Carts (20)	95,620		71,715		23,905	-	
Golf Fund	Greens Renovation	237,500		237,500			-	
Golf Fund	Parking Lot Repaving	19,000		19,000			-	
Golf Fund	Apple I Phone 6 32 gb (4)	2,596	Current phones are old and worn out	1,298		1,298	-	
Golf Fund	Stack Stone Lakewinds Sign	19,500		19,500			-	
Golf Fund	Toro Workman Multi Pro Sprayer 4wd	38,852		38,852	-		-	
Golf Fund	Toro Reel Master 5510-D 4wd	59,472		59,472	-		-	
Golf Fund	Toro Workman Topdressor	35,553		-	-		35,553	
		531,221		447,337			35,553	

Dept	Description	2016 Request	Notes	2016 Cut	2016 Cut 2	Review	2016 Adjusted	Final Notes
Parks & Recreation								
Soccer	Parking lot	470,000	Phase V of soccer complex	470,000			-	
Sportplex	ipad & wireless printer	1,500	Current ipad is broken	-		1,500	-	
Sportplex	Desktop, monitor and software	900	Replacement for Tammy. Misty's recommendation	-		900	-	
Sportplex	Installation of soccer lights	64,000	Per estimate from Mark Lamborne	-	-		64,000	
Sportplex	Desk	800	Broken	-	800		-	?
Sportplex	Ice Machine	3,800	Senior Cabin	3,800			-	
Sportplex	Weed eater	450	one	450			-	
Sportplex	Line laser Paint machine	3,400	for football, baseball, softball and soccer fields	3,400			-	
Sportplex	Hand held blower	300		300			-	
Sportplex	Splash pad	10,000	Build in house, at sportplex	-		10,000	-	
Pool	Ornamental fence	35,000	To replace chain link fence			35,000	-	Check on chain link
Baseball Softball	Infield mix, safecoat, grass, improvements	6,000	Annual maintenance	-		6,000	-	
Baseball Softball	New ticket booth at upper baseball fields	5,000	In house	5,000			-	Plans?
Baseball Softball	4 Pitching Mounds	16,000		-	8,000	8,000	-	
		617,150		482,950	8,800		64,000	
Cooper Rec	Ventilation system - outdoor concession	2,000		-			2,000	
Cooper Rec	Gate at back	1,500	to lock up backside of park	1,500			-	?
Cooper Rec	Indoor gym bleachers	20,000	Safety hazard	-	20,000		-	??
Cooper Rec	Outdoor wireless camera system	2,000	to prevent vandalism	2,000			-	
Cooper Rec	Gutters and lights	4,000	Front of building	-	4,000		-	
		29,500		3,500	24,000		2,000	
Electric Fund	General System Improvements	160,000		-	110,000		50,000	
Electric Fund	Ordinary Service Additions	160,000		-	110,000		50,000	
Electric Fund	Substation Main Load Management	65,000		-	41,000		24,000	
Electric Fund	Roadway Lighting	65,000		-	33,000		32,000	
Electric Fund	Sirens/Generator Maintenance	30,000		-	26,220		3,780	
Electric Fund	Downtown Christmas Decorations	6,000		-	6,000		-	
Electric Fund	Electric Equip(TeleCom/Computer/SCADA)	15,000	????	-	13,000	2,000	-	???
Electric Fund	Padmount Transformer (Stock)	65,000		-	40,000		25,000	
Electric Fund	Truck Replacement - F800 Digger Derrick	180,000	Fleet	180,000			-	Fleet request
Electric Fund	Truck replacement - F250 Extended cab	35,000	Fleet	35,000			-	Fleet request
		781,000		215,000	379,220		184,780	

Dept	Description	2016 Request	Notes	2016 Cut	2016 Cut 2	Review	2016 Adjusted	Final Notes
Gas Fund	Upgrading regulators at Dobbs & Elkahatchee Road regulator stations	45,000	Parts for repair and maintenance are no longer available. Parts $41,500. Design and engineering $3500		45,000		-	Removed
Gas Fund	Updating SCADA system software, controller, and computer	35,000	HMI Software is out of date and must be replaced. The new version is Windows based and the data and historical information will be viewed on a webpage. Software/controller $31,500. Compatible computer $3500.			35,000	-	Talk to depts about SCADA
Gas Fund	Replacing 4" Gas Line Across Creek ($102,000 ATRIP)	50,000	(Gerard is handling the specifics.) Gas line replacement across creek on Scott Road - PW ATRIP project	50,000			-	Move to ATRIP
Gas Fund	Misc. Line Ext.	30,000	extend gas main ato new customers and potential customers within the service area. Also used to replace longer sections of existing gas lines where construction is ongoing.		20,000		10,000	
Gas Fund	Meter/Index	10,000	Replacing old meters, regulators, and electronic indexes				10,000	
Gas Fund	(2) Apple IPad Air 16 GB 4G LTE	860	429.99 ea + 75.00/mth plan (1800.00)				860	
Gas Fund	(2) Otterboxes	160	80.00 ea.				160	
Gas Fund	(1) Apple IPhone	100	90.00/mth plan (1080.00/yr)/ to use for Cityworks SCADA				100	
Gas Fund	(1) Otterbox	70					70	
		171,190		50,000			21,190	
Water Distribution	CATHY CIRCLE	2,000		-			2,000	
Water Distribution	LUANN DRIVE	4,000		-			4,000	
Water Distribution	DENNIS CREEK CIRCLE	4,000		-			4,000	
Water Distribution	YARN & DYE	25,000		-	15,000		10,000	
Water Distribution	WARREN HILL RD	30,000		-	30,000		-	
Water Distribution	LENOVO DESKTOP	920		-	-		920	
		65,920		-	45,000		20,920	
Adams WTP	Upstairs Heating & air conditioner	10,000	Unit to be replaced is 34 years old, leaking freon & oil, not working well	-	-		10,000	
Adams WTP	Emergency eye wash & shower	3,000	Needed in area where chemical trucks unload	-	-		3,000	
Adams WTP	Revere - Misc. Improvements Instrumentation & Controls Systems Integrator	31,600	To complete pumps & valve installation	-	-		31,600	Not included in bid
Adams WTP	Repair #5 filter	135,000	Filter has been out of service 3 years, needs to be repaired	135,000	-		-	
Adams WTP	South Tallapoosa tank telemetry	25,000	Carry over from last year	25,000	-		-	Hold
Adams WTP	Hillabee Energy plant line telemetry	25,000	Carry over from last year	25,000	-		-	Hold
Adams WTP	Replace chemical pumps	50,000	Replace obsolete pumps	25,000	-	2,082	22,918	
		279,600		210,000	-		67,518	

Dept	Description	2016 Request	Notes	2016 Cut	2016 Cut 2	Review	2016 Adjusted	Final Notes
Sewer Maintenance	Special Sewer Rehab projects CH2Mhill	3,210,000	See attached detail	2,910,000			300,000	1 Project bid - Robinson Rd
Sewer Maintenance	Engineering CH2MHILL	160,000	EPA MOM program implementation, Quarterly reports & training, implement "Next Step" for Sewer Decisions Matrix, Work Order automation and data mgmt, Management of maintenance contracts for EPA compliance			160,000	-	Need separate contract for all software implementations, updates, report modifications, forms modifications, data management, etc.
Sewer Maintenance	Maint contract - Heavy Cleaning/CCTV Inspection	300,000	required by EPA consent order				300,000	
Sewer Maintenance	Maint contract - flow monitoring	60,000	required by EPA consent order				60,000	
Sewer Maintenance	Maint contract - Manhole lining	50,000	required by EPA consent order				50,000	
Sewer Maintenance	Maint contract - root control	50,000	required by EPA consent order				50,000	
Sewer Maintenance	Maint contract - force main internal inspections	50,000	required by EPA consent order				50,000	
Sewer Maintenance	Sewer Dept Relocation	15,300	old shop repairs, renovations, upgrades, addition of break room/conference room		15,300		-	
Sewer Maintenance	Skid steer loader	80,000	Due to the amount of work in small streets, the backhoe is very inefficient backfilling repairs/replaced pipe. The city pool skidsteer is seldom available due to use by the water/gas dept. Rental is approx 1800 per month. Skidsteer can be used 4-5 days a week			80,000	-	Discuss with John, Gerard purchase of Skid Steer, trailer and jet washer
Sewer Maintenance	Utility Trailer	4,500	need a 16ft heavy duty trailer to transport equipment and material to jobs. Pipe, skidsteer, mini excavator, tools, signs, etc.			4,500	-	
Sewer Maintenance	Replace rear half middle jet washer truck	70,300	Due to breakdowns of the current unit, the shop and sewer dept feels the unit needs to be replaced to be cost effective. The truck itself is a newer model and in good condition but the washer portion breaks down.			70,300	-	Rear (jet washer) replacement, to be mounted on current vehicle. Quote received $70,300 from Samsom.
Sewer Maintenance	Rain gauge	1,900	Needed to accurately measure rainfall data. Accurate rainfall data recordings needed to confirm improvements made in reduction of I&I to sewer system based on flow monitoring data.		1,900		-	
Sewer Maintenance	Hose repair crimper	3,500	Needed to make repairs in house on jet washer hoses. Current repairs are done by Thomas Auto.			3,500	-	
Sewer Maintenance	Computer upgrade for CCTV Truck	5,000	Harddrive is not large enough to support software			5,000	-	
Sewer Maintenance	SYNC Module for IT Pipes	3,000	Allows automatic download of data from the CCTV truck			3,000	-	$3,000 first year, then $1500 per year
Sewer Maintenance	Ipads (2)	2,200	Required by EPA Gravity Line Preventive Maint Prog	-	1,100		1,100	Used for what software, etc.
		4,065,700		2,910,000	18,300		811,100	
Waste Water Treatment	Install Cityworks	8,000		-	8,000		-	
Waste Water Treatment	Ipad - 3 @ 429.99	1,290	Cityworks	-	1,290		-	
Waste Water Treatment	Laptop to replace desktop/software	1,500	Old desktop is slow and out of date	-			1,500	
Waste Water Treatment	Christian Pumpstation new pump	30,000		-		30,000	30,000	
Waste Water Treatment	100 hp new influent pump for Sugar Creek	49,000		-		49,000	49,000	
Waste Water Treatment	Repair vertical turbine for outfall pumpstati	38,000		-	1,000		37,000	
Waste Water Treatment	6 inch portable diesel pump	48,000		24,000	24,000		-	
Waste Water Treatment	20 inch check valves for influent (2) pumpstation at Sugar Creek	24,000		-	12,000	2,000	10,000	
		199,790		24,000	46,290		127,500	
	Total Capital Requests	9,142,560		4,535,420			3,212,617	

Annual Wage Compensation Grid

Alexander City, Alabama

Effective 1/6/15

Range	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*	*Step 11*	*Step 12*	*Step 13*	*Step 14*	*Step 15*
1	~~14,097~~	~~14,520~~	~~14,956~~	15,404	15,866	16,342	16,833	17,338	17,858	18,393	18,945	19,514	20,099	20,702	21,323
2	~~14,943~~	~~15,391~~	15,853	16,328	16,818	17,323	17,843	18,378	18,929	19,497	20,082	20,684	21,305	21,944	22,602
3	15,839	16,315	16,804	17,308	17,827	18,362	18,913	19,480	20,065	20,667	21,287	21,925	22,583	23,261	23,958
4	16,790	17,293	17,812	18,347	18,897	19,464	20,048	20,649	21,269	21,907	22,564	23,241	23,938	24,656	25,396
5	17,797	18,331	18,881	19,447	20,031	20,632	21,251	21,888	22,545	23,221	23,918	24,635	25,374	26,136	26,920
6	18,865	19,431	20,014	20,614	21,233	21,870	22,526	23,202	23,898	24,615	25,353	26,114	26,897	27,704	28,535
7	19,997	20,597	21,215	21,851	22,507	23,182	23,877	24,594	25,331	26,091	26,874	27,680	28,511	29,366	30,247
8	21,197	21,833	22,488	23,162	23,857	24,573	25,310	26,069	26,851	27,657	28,487	29,341	30,221	31,128	32,062
9	22,468	23,143	23,837	24,552	25,288	26,047	26,829	27,633	28,462	29,316	30,196	31,102	32,035	32,996	33,986
10	23,817	24,531	25,267	26,025	26,806	27,610	28,438	29,291	30,170	31,075	32,007	32,968	33,957	34,975	36,025
11	25,246	26,003	26,783	27,587	28,414	29,267	30,145	31,049	31,980	32,940	33,928	34,946	35,994	37,074	38,186
12	26,760	27,563	28,390	29,242	30,119	31,023	31,953	32,912	33,899	34,916	35,964	37,043	38,154	39,298	40,477
13	28,366	29,217	30,093	30,996	31,926	32,884	33,870	34,887	35,933	37,011	38,121	39,265	40,443	41,656	42,906
14	30,068	30,970	31,899	32,856	33,842	34,857	35,903	36,980	38,089	39,232	40,409	41,621	42,870	44,156	45,480
15	31,872	32,828	33,813	34,827	35,872	36,948	38,057	39,198	40,374	41,586	42,833	44,118	45,442	46,805	48,209
16	33,784	34,798	35,842	36,917	38,025	39,165	40,340	41,550	42,797	44,081	45,403	46,765	48,168	49,613	51,102
17	35,811	36,886	37,992	39,132	40,306	41,515	42,761	44,043	45,365	46,726	48,127	49,571	51,058	52,590	54,168
18	37,960	39,099	40,272	41,480	42,724	44,006	45,326	46,686	48,087	49,529	51,015	52,546	54,122	55,746	57,418
19	40,238	41,445	42,688	43,969	45,288	46,646	48,046	49,487	50,972	52,501	54,076	55,698	57,369	59,090	60,863
20	42,652	43,931	45,249	46,607	48,005	49,445	50,929	52,456	54,030	55,651	57,321	59,040	60,811	62,636	64,515
21	45,211	46,567	47,964	49,403	50,885	52,412	53,984	55,604	57,272	58,990	60,760	62,583	64,460	66,394	68,386
22	47,924	49,361	50,842	52,367	53,938	55,557	57,223	58,940	60,708	62,529	64,405	66,338	68,328	70,377	72,489
23	50,799	52,323	53,893	55,510	57,175	58,890	60,657	62,476	64,351	66,281	68,270	70,318	72,427	74,600	76,838
24	53,847	55,462	57,126	58,840	60,605	62,423	64,296	66,225	68,212	70,258	72,366	74,537	76,773	79,076	81,448
25	57,078	58,790	60,554	62,370	64,242	66,169	68,154	70,199	72,304	74,474	76,708	79,009	81,379	83,821	86,335
26	60,503	62,318	64,187	66,113	68,096	70,139	72,243	74,410	76,643	78,942	81,310	83,750	86,262	88,850	91,515
27	64,133	66,057	68,038	70,079	72,182	74,347	76,578	78,875	81,241	83,679	86,189	88,775	91,438	94,181	97,006
28	67,981	70,020	72,121	74,284	76,513	78,808	81,172	83,608	86,116	88,699	91,360	94,101	96,924	99,832	99,999
29	72,059	74,221	76,448	78,741	81,104	83,537	86,043	88,624	91,283	94,021	96,842	99,747	99,999	99,999	99,999
30	76,383	78,675	81,035	83,466	85,970	88,549	91,205	93,941	96,760	99,663	99,999	99,999	99,999	99,999	99,999
31	80,966	83,395	85,897	88,474	91,128	93,862	96,678	99,578	99,999	99,999	99,999	99,999	99,999	99,999	99,999

Lowest Wage	$7.25 /hr.
Max Wage	$99,999
Step Rate	3.00%
Range Rate	6.00%
Hours/Year	2080

Hourly Compensation Grid

Alexander City, Alabama

Effective 1/6/15

Range	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*	*Step 11*	*Step 12*	*Step 13*	*Step 14*	*Step 15*
1	~~6.78~~	~~6.98~~	~~7.19~~	7.41	7.62	7.84	8.08	8.31	8.56	8.81	9.08	9.34	9.62	9.90	10.20
2	~~7.19~~	7.40	7.62	7.84	8.08	8.31	8.56	8.81	9.08	9.34	9.62	9.90	10.20	10.50	10.81
3	7.62	7.84	8.08	8.31	8.56	8.81	9.08	9.34	9.62	9.90	10.20	10.50	10.81	11.13	11.46
4	8.08	8.31	8.56	8.81	9.08	9.34	9.62	9.90	10.20	10.50	10.81	11.13	11.46	11.79	12.15
5	8.56	8.81	9.08	9.34	9.62	9.90	10.20	10.50	10.81	11.13	11.46	11.79	12.15	12.50	12.88
6	9.08	9.34	9.62	9.90	10.20	10.50	10.81	11.13	11.46	11.79	12.15	12.50	12.88	13.25	13.65
7	9.62	9.90	10.20	10.50	10.81	11.13	11.46	11.79	12.15	12.50	12.88	13.25	13.65	14.05	14.47
8	10.20	10.50	10.81	11.13	11.46	11.79	12.15	12.50	12.88	13.25	13.65	14.05	14.47	14.89	15.34
9	10.81	11.13	11.46	11.79	12.15	12.50	12.88	13.25	13.65	14.05	14.47	14.89	15.34	15.78	16.26
10	11.46	11.79	12.15	12.50	12.88	13.25	13.65	14.05	14.47	14.89	15.34	15.78	16.26	16.73	17.23
11	12.15	12.50	12.88	13.25	13.65	14.05	14.47	14.89	15.34	15.78	16.26	16.73	17.23	17.73	18.27
12	12.88	13.25	13.65	14.05	14.47	14.89	15.34	15.78	16.26	16.73	17.23	17.73	18.27	18.80	19.36
13	13.65	14.05	14.47	14.89	15.34	15.78	16.26	16.73	17.23	17.73	18.27	18.80	19.36	19.93	20.52
14	14.47	14.89	15.34	15.78	16.26	16.73	17.23	17.73	18.27	18.80	19.36	19.93	20.52	21.12	21.75
15	15.34	15.78	16.26	16.73	17.23	17.73	18.27	18.80	19.36	19.93	20.52	21.12	21.75	22.39	23.06
16	16.26	16.73	17.23	17.73	18.27	18.80	19.36	19.93	20.52	21.12	21.75	22.39	23.06	23.73	24.44
17	17.23	17.73	18.27	18.80	19.36	19.93	20.52	21.12	21.75	22.39	23.06	23.73	24.44	25.16	25.91
18	18.27	18.80	19.36	19.93	20.52	21.12	21.75	22.39	23.06	23.73	24.44	25.16	25.91	26.66	27.46
19	19.36	19.93	20.52	21.12	21.75	22.39	23.06	23.73	24.44	25.16	25.91	26.66	27.46	28.26	29.11
20	20.52	21.12	21.75	22.39	23.06	23.73	24.44	25.16	25.91	26.66	27.46	28.26	29.11	29.96	30.86
21	21.75	22.39	23.06	23.73	24.44	25.16	25.91	26.66	27.46	28.26	29.11	29.96	30.86	31.76	32.71
22	23.06	23.73	24.44	25.16	25.91	26.66	27.46	28.26	29.11	29.96	30.86	31.76	32.71	33.66	34.67
23	24.44	25.16	25.91	26.66	27.46	28.26	29.11	29.96	30.86	31.76	32.71	33.66	34.67	35.68	36.75
24	25.91	26.66	27.46	28.26	29.11	29.96	30.86	31.76	32.71	33.66	34.67	35.68	36.75	37.82	38.96
25	27.46	28.26	29.11	29.96	30.86	31.76	32.71	33.66	34.67	35.68	36.75	37.82	38.96	40.10	41.30
26	29.11	29.96	30.86	31.76	32.71	33.66	34.67	35.68	36.75	37.82	38.96	40.10	41.30	42.54	43.81
27	30.86	31.76	32.71	33.66	34.67	35.68	36.75	37.82	38.96	40.10	41.30	42.54	43.81	45.12	46.48
28	32.71	33.66	34.67	35.68	36.75	37.82	38.96	40.10	41.30	42.54	43.81	45.12	46.48	47.87	48.07
29	34.70	35.68	36.75	37.82	38.96	40.10	41.30	42.54	43.81	45.12	46.48	47.87	48.07	48.07	48.07
30	36.78	37.82	38.96	40.13	41.33	42.57	43.81	45.12	46.48	47.87	48.07	48.07	48.07	48.07	48.07
31	38.96	40.13	41.33	42.57	43.85	45.12	46.47	47.87	48.07	48.07	48.07	48.07	48.07	48.07	48.07

Lowest Wage	$7.25 /hr.
Max Wage	$48.07
Step Rate	3.00%
Range Rate	6.00%

Employee Adjustments 1
All Departments

Dept	Hours	Annual Salary	Curr Step	Hire Date	Yrs	Step w/ yrs	Diff in Steps	Grade	New Salary	Diff in Salary
AdamsWtr	40.00	34,792.58	2	10/24/2011	4	3	1	Reg Em16	35,842.00	1,049.42
AdamsWtr	80.00	55,556.02	6	12/17/1981	34	13	7	ADMIN22	68,328.00	12,771.98
City Hall Admin	40.00	26,822.85	7	10/5/1989	26	10	3	Reg Emp9	29,316.00	2,493.15
City Hall Admin	80.00	30,119.18	5	11/17/1999	16	7	2	ADMIN12	31,953.00	1,833.82
City Hall Admin	80.00	31,075.20	10	2/9/1981	34	13	3	ADMIN10	33,957.00	2,881.80
City Hall Admin	80.00	33,783.88	1	2/25/2013	2	2	1	ADMIN16	34,798.00	1,014.12
City Hall Admin	80.00	39,098.80	2	11/8/2010	5	3	1	ADMIN18	40,272.00	1,173.20
City Hall Admin	80.00	42,796.52	9	8/10/1989	26	10	1	ADMIN16	44,081.00	1,284.48
City Hall Admin	80.00	49,445.24	6	11/12/1999	16	7	1	ADMIN20	50,929.00	1,483.76
City Hall Admin	80.00	52,456.82	8	5/13/1985	30	11	3	ADMIN20	57,321.00	4,864.18
City Hall Admin	80.00	53,984.32	7	6/20/1988	27	10	3	ADMIN21	58,990.00	5,005.68
City Hall Admin	80.00	57,223.66	7	6/23/1989	26	10	3	ADMIN22	62,529.00	5,305.34
AutoShop	80.00	50,928.28	7	8/17/1993	22	9	2	ADMIN20	54,030.00	3,101.72
BldMnt	40.00	31,021.95	6	10/25/1999	16	7	1	Reg Em12	31,953.00	931.05
BldMnt	80.00	49,445.24	6	11/6/1986	29	11	5	ADMIN20	57,321.00	7,875.76
Electric	40.00	32,821.57	2	8/15/2011	4	3	1	Reg Em15	33,813.00	991.43
Electric	40.00	33,785.65	1	10/15/2014	1	2	1	Reg Em16	34,798.00	1,012.35
Electric	80.00	52,456.82	8	5/1/1978	37	14	6	ADMIN20	62,636.00	10,179.18
Electric	80.00	62,529.22	10	7/27/1987	28	11	1	ADMIN22	64,405.00	1,875.78
Electric	80.00	64,295.66	7	5/29/1984	31	12	5	ADMIN24	74,537.00	10,241.34
Gas	40.00	36,892.13	2	7/30/2007	8	4	2	Reg Em17	39,132.00	2,239.87
Gas	80.00	57,223.66	7	4/29/1974	41	15	8	ADMIN22	72,489.00	15,265.34
Golf	40.00	23,823.49	1	11/15/2012	3	2	1	Reg Em10	24,531.00	707.51
Golf	80.00	35,811.10	1	4/7/1998	17	7	6	ADMIN17	42,761.00	6,949.90
Library	80.00	26,024.96	4	4/23/2001	14	6	2	ADMIN10	27,610.00	1,585.04
Library	80.00	31,953.74	7	5/22/1989	26	10	3	ADMIN12	34,916.00	2,962.26
Library	80.00	34,797.62	2	12/1/2003	12	5	3	ADMIN16	38,024.00	3,226.38
Meters	40.00	28,365.48	1	1/29/2007	8	4	3	Reg Em13	30,996.00	2,630.52
Meters	80.00	54,029.56	9	6/1/1975	40	15	6	ADMIN20	64,515.00	10,485.44
MuniCrt	80.00	49,487.36	8	1/1/1974	41	15	7	ADMIN19	60,864.00	11,376.64
PropMnt	40.00	32,950.11	10	4/30/1985	30	11	1	Reg Em11	33,928.00	977.89
Purchase	80.00	35,842.04	3	8/11/1995	20	8	5	ADMIN16	41,550.00	5,707.96
Purchase	80.00	42,652.48	1	3/26/2012	3	2	1	ADMIN20	43,931.00	1,278.52
Sewer	40.00	25,237.47	1	4/19/2012	3	2	1	Reg Em11	26,003.00	765.53
Sewer	40.00	39,198.64	8	9/14/1992	23	9	1	ADMIN15	40,374.00	1,175.36
Sewer	40.00	39,205.92	8	3/27/1992	23	9	1	Reg Em15	40,374.00	1,168.08
Sewer	80.00	49,361.78	2	7/9/1985	30	11	9	ADMIN22	64,405.00	15,043.22
SportPlx	40.00	26,844.27	9	9/20/1983	32	12	3	Reg Emp8	29,341.00	2,496.73
SportPlx	40.00	34,835.42	4	12/2/1999	16	7	3	Reg Em15	38,057.00	3,221.58
StrtMnt	80.00	46,606.56	4	1/12/1995	20	8	4	ADMIN20	52,456.00	5,849.44
Water	80.00	49,361.78	2	9/22/1989	26	10	8	ADMIN22	62,529.00	13,167.22
WaterDis	40.00	39,163.07	6	6/16/1998	17	7	1	Reg Em16	40,340.00	1,176.93
WWT	40.00	30,057.87	1	1/19/2012	3	2	1	Reg Em14	30,970.00	912.13
WWT	40.00	30,057.87	1	1/26/2012	3	2	1	Reg Em14	30,970.00	912.13
WWT	80.00	55,556.02	6	9/4/1986	29	11	5	ADMIN22	64,405.00	8,848.98
										197,500.14

Animal	80.00	41,585.18	10	8/11/1995	20	8	-2	ADMIN15	42,833.00	1,247.82
E911	80.00	34,857.16	6	6/17/1994	21	8	2	ADMIN14	36,980.00	2,122.84
E911	80.00	36,948.08	6	10/15/1994	21	8	2	ADMIN15	39,198.00	2,249.92
E911	80.00	38,089.48	9	12/17/1990	25	10	1	ADMIN14	39,232.00	1,142.52
E911	80.00	36,948.08	6	5/2/1991	24	9	3	ADMIN15	40,374.00	3,425.92
Police	80.00	34,827.52	4	12/17/2001	14	6	2	ADMIN15	36,948.00	2,120.48
Police	80.00	36,980.06	8	2/12/1979	36	13	5	ADMIN14	42,870.00	5,889.94
Police	80.00	47,166.08	7	12/21/1990	25	10	3	POL06	52,293.77	5,127.69
Police	80.00	53,862.38	7	9/30/2001	14	6	-1	POL07	57,698.92	3,836.54
Police	80.00	55,747.64	8	2/8/1993	22	9	1	POL07	57,698.92	1,951.28
Police	80.00	53,862.38	7	3/3/1991	24	9	2	POL07	57,698.92	3,836.54
										32,951.49

Last Name	First Name	Dept	Hours	Annual Salary	Current Step	Hire Date	Yrs	Step w/ Steps	Diff in Steps	Grade	NEW Salary	Diff	Firefighter	Assoc 2 Steps	Bachelor 3 Steps	Field 1 Step	Hazard 1 Step
Allen	Tommy	FireSupp	106.00	45,571.24	6	11/22/2002	13	6	0	FIRE06	48,816.80	3,245.56	x				x
Spears	Jeremy	FireAdm	80.00	47,166.08	7	4/12/1999	16	7	0	FIRE06	50,525.38	3,359.30	x				x
Young	Jerry	FireSupp	106.00	47,166.08	7	7/25/1998	17	7	0	FIRE06	50,525.38	3,359.30	x				x
Hunter	Tommy	FireSupp	106.00	47,166.08	7	9/10/1995	20	8	1	FIRE06	52,293.77	5,127.69	x				x
Lancaste	William	FireSupp	106.00	50,525.28	12	5/15/1992	23	9	-3	FIRE05	52,298.51	1,773.23	x		x		
Brewer	Jeffrey	FireAdm	80.00	52,041.08	6	7/1/2002	13	6	0	FIRE07	53,862.36	1,821.28	x				x
Lumpkin	Winburn	FireSupp	106.00	47,166.08	7	1/7/1991	24	9	2	FIRE06	54,124.05	6,957.97	x				x
Macoy	David	FireSupp	106.00	48,817.08	8	7/16/1993	22	9	1	FIRE06	54,124.05	5,306.97	x				x
Scott	Kelly	FireAdm	80.00	47,166.08	7	3/11/1991	24	9	2	FIRE06	54,124.05	6,957.97	x				x
Johnson	Jamey	FireSupp	106.00	52,041.08	6	1/1/1993	22	9	3	FIRE07	61,808.53	9,767.45	x				x
Windsor	David	FireSupp	106.00	52,041.08	6	3/11/1991	24	9	3	FIRE07	61,808.53	9,767.45	x				x
Clark	Larry	FireAdm	80.00	57,698.68	9	1/1/1993	22	9	0	FIRE07	66,210.84	8,512.16	x		x		
McAlister	Reese	FireAdm	80.00	63,065.86	10	9/10/1995	20	8	-2	FIRE08	67,558.32	4,492.46	x		x		
Queen	Christoph	FireSupp	106.00	53,862.38	7	8/15/1984	31	12	5	FIRE07	68,528.22	14,665.84	x				x
Poe	Gary	FireAdm	80.00	65,273.26	11	3/7/1975	40	15	4	FIRE08	74,903.11	9,629.85	x				x
Jones	Loretta	FireAdm	80.00	73,063.38	10	6/21/1991	24	9	-1	FIRE09	81,005.99	7,942.61	x		x		
												102,687.09					

Public Safety Salary Grid

REVISED 2/17/2015

Salary Cap F.T.O./ Hazardous Duty	Salary Cap Associate Degree	Salary Cap Bachelors Degree

Step		Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	
Annually	1	26311.35	27232.25	28185.38	29171.86	30192.88	31249.63	32343.37	33475.38	34647.02	35859.67	37114.76	38413.77	39758.26	41149.80	42590.04	EMT Basic
Bi-Weekly		1011.98	1047.39	1084.05	1121.99	1161.26	1201.91	1243.98	1287.51	1332.58	1379.22	1427.49	1477.45	1529.16	1582.68	1638.08	
8 Hour		12.65	13.09	13.55	14.02	14.52	15.02	15.55	16.09	16.66	17.24	17.84	18.47	19.11	19.78	20.48	
12 Hour		11.77	12.18	12.61	13.05	13.50	13.98	14.46	14.97	15.50	16.04	16.60	17.18	17.78	18.40	19.05	
24 Hour		9.55	9.88	10.23	10.58	10.96	11.34	11.74	12.15	12.57	13.01	13.47	13.94	14.43	14.93	15.45	

Certificate

Annually	2	29171.66	30192.67	31249.41	32343.14	33475.15	34646.78	35859.42	37114.50	38413.51	39757.98	41149.51	42589.74	44080.38	45623.19	47220.01	Patrolman
Bi-Weekly		1121.99	1161.26	1201.90	1243.97	1287.51	1332.57	1379.21	1427.48	1477.44	1529.15	1582.67	1638.07	1695.40	1754.74	1816.15	Firefighter/Basic
8 Hour		14.02	14.52	15.02	15.55	16.09	16.66	17.24	17.84	18.47	19.11	19.78	20.48	21.19	21.93	22.70	EMS Intermediate
12 Hour		13.05	13.50	13.98	14.46	14.97	15.49	16.04	16.60	17.18	17.78	18.40	19.05	19.71	20.40	21.12	
24 Hour		10.58	10.96	11.34	11.74	12.15	12.57	13.01	13.47	13.94	14.43	14.93	15.45	15.99	16.55	17.13	

Annually	3	30192.39	31249.12	32342.84	33474.84	34646.46	35859.09	37114.16	38413.15	39757.61	41149.13	42589.35	44079.98	45622.77	47219.57	48872.26	Police Detective
Bi-Weekly		1161.25	1201.89	1243.96	1287.49	1332.56	1379.20	1427.47	1477.43	1529.14	1582.66	1638.05	1695.38	1754.72	1816.14	1879.70	Firefighter/Intermediate
8 Hour		14.52	15.02	15.55	16.09	16.66	17.24	17.84	18.47	19.11	19.78	20.48	21.19	21.93	22.70	23.50	EMS Paramedic
12 Hour		13.50	13.98	14.46	14.97	15.49	16.04	16.60	17.18	17.78	18.40	19.05	19.71	20.40	21.12	21.86	
24 Hour		10.96	11.34	11.74	12.15	12.57	13.01	13.47	13.94	14.43	14.93	15.45	15.99	16.55	17.13	17.73	

Annually	4	32029.91	33150.96	34311.24	35512.13	36755.06	38041.49	39372.94	40750.99	42177.27	43653.48	45181.35	46762.70	48399.39	50093.37	51846.64	Police Corporal
Bi-Weekly		1231.92	1275.04	1319.66	1365.85	1413.66	1463.13	1514.34	1567.35	1622.20	1678.98	1737.74	1798.57	1861.52	1926.67	1994.10	Fire Corporal
8 Hour		15.40	15.94	16.50	17.07	17.67	18.29	18.93	19.59	20.28	20.99	21.72	22.48	23.27	24.08	24.93	
12 Hour		14.32	14.83	15.34	15.88	16.44	17.01	17.61	18.22	18.86	19.52	20.21	20.91	21.65	22.40	23.19	
24 Hour		11.62	12.03	12.45	12.89	13.34	13.80	14.29	14.79	15.30	15.84	16.39	16.97	17.56	18.18	18.81	

Annually	5	34606.97	35818.21	37071.85	38369.37	39712.29	41102.22	42540.80	44029.73	45570.77	47165.75	48816.55	50525.13	52293.51	54123.78	56018.11	Police Sergeant
Bi-Weekly		1331.04	1377.62	1425.84	1475.74	1527.40	1580.85	1636.18	1693.45	1752.72	1814.07	1877.56	1943.27	2011.29	2081.68	2154.54	Fire Sergeant
8 Hour		16.64	17.22	17.82	18.45	19.09	19.76	20.45	21.17	21.91	22.68	23.47	24.29	25.14	26.02	26.93	Firefighter/Paramedic
12 Hour		15.48	16.02	16.58	17.16	17.76	18.38	19.03	19.69	20.38	21.09	21.83	22.60	23.39	24.21	25.05	
24 Hour		12.56	13.00	13.45	13.92	14.41	14.91	15.44	15.98	16.54	17.11	17.71	18.33	18.97	19.64	20.33	

Annually	6	38369.56	39712.49	41102.43	42541.02	44029.95	45571.00	47165.99	48816.80	50525.38	52293.77	54124.05	56018.40	57979.04	60008.31	62108.60	Police Lieutenant
Bi-Weekly		1475.75	1527.40	1580.86	1636.19	1693.46	1752.73	1814.08	1877.57	1943.28	2011.30	2081.69	2154.55	2229.96	2308.01	2388.79	Fire Lieutenant
8 Hour		18.45	19.09	19.76	20.45	21.17	21.91	22.68	23.47	24.29	25.14	26.02	26.93	27.87	28.85	29.86	
12 Hour		17.16	17.76	18.38	19.03	19.69	20.38	21.09	21.83	22.60	23.39	24.21	25.05	25.93	26.84	27.78	
24 Hour		13.92	14.41	14.91	15.44	15.98	16.54	17.11	17.71	18.33	18.97	19.64	20.33	21.04	21.77	22.54	

Annually	7	43817.23	45350.83	46938.11	48580.95	50281.28	52041.12	53862.56	55747.75	57698.92	59718.39	61808.53	63971.83	66210.84	68528.22	70926.71	Police Captain
Bi-Weekly		1685.28	1744.26	1805.31	1868.50	1933.90	2001.58	2071.64	2144.14	2219.19	2296.86	2377.25	2460.45	2546.57	2635.70	2727.95	Fire Captain
8 Hour		21.07	21.80	22.57	23.36	24.17	25.02	25.90	26.80	27.74	28.71	29.72	30.76	31.83	32.95	34.10	
12 Hour		19.60	20.28	20.99	21.73	22.49	23.27	24.09	24.93	25.80	26.71	27.64	28.61	29.61	30.65	31.72	
24 Hour		15.90	16.46	17.03	17.63	18.24	18.88	19.54	20.23	20.94	21.67	22.43	23.21	24.02	24.87	25.74	

Annually	8	46273.78	47893.36	49569.63	51304.57	53100.23	54958.73	56882.29	58873.17	60933.73	63066.41	65273.74	67558.32	69922.86	72370.16	74903.11	Police Deputy Chief
Bi-Weekly		1779.76	1842.05	1906.52	1973.25	2042.32	2113.80	2187.78	2264.35	2343.61	2425.63	2510.53	2598.40	2689.34	2783.47	2880.89	Fire Deputy Chief
8 Hour		22.25	23.03	23.83	24.67	25.53	26.42	27.35	28.30	29.30	30.32	31.38	32.48	33.62	34.79	36.01	
12 Hour		20.69	21.42	22.17	22.94	23.75	24.58	25.44	26.33	27.25	28.21	29.19	30.21	31.27	32.37	33.50	
24 Hour		16.79	17.38	17.99	18.62	19.27	19.94	20.64	21.36	22.11	22.88	23.68	24.51	25.37	26.26	27.18	

Annually	9	53608.41	55484.70	57426.67	59436.60	61516.88	63669.97	65898.42	68204.87	70592.04	73062.76	75619.96	78266.66	81005.99	83841.20	86775.64	Police Chief
Bi-Weekly		2061.86	2134.03	2208.72	2286.02	2366.03	2448.85	2534.55	2623.26	2715.08	2810.11	2908.46	3010.26	3115.61	3224.66	3337.52	Fire Chief
8 Hour		25.77	26.68	27.61	28.58	29.58	30.61	31.68	32.79	33.94	35.13	36.36	37.63	38.95	40.31	41.72	
12 Hour		23.98	24.81	25.68	26.58	27.51	28.47	29.47	30.50	31.57	32.68	33.82	35.00	36.23	37.50	38.81	
24 Hour		19.45	20.13	20.84	21.57	22.32	23.10	23.91	24.75	25.61	26.51	27.44	28.40	29.39	30.42	31.49	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15

Steps

1 Step		8	Hr Rate	2080
1 Step		12	Hr Rate	2236
2 Steps		24	Hr Rate	2756
3 Steps	Associate and Bachelor Degree must be from an accreditied institution in a related field of study and shall have the approval from the Police Chief, Fire Chief, Personnel Director, and Mayor.			

RESOLUTION NO. 16-07

WHEREAS, the City of Alexander City, Alabama, was awarded a grant under the Alabama Transportation Rehabilitation Improvement Program (ATRIP) Round 3, for the resurfacing of:

1. Hillabee Street from Scott Road to the intersection of SR-22
2. Coven Abbett Highway from SR-128 to SR-38 (US-280)
3. Comer Street from Dadeville Highway to Maple Street, and

WHEREAS, the City of Alexander City, Alabama, requested and was approved by the Alabama Department of Transportation (ALDOT) to employ the services of Engineering, Environmental and Forestry Service Company, P.C. (EEFS Company, PC) to perform the construction engineering and inspection (CE&I) services on said project, and

WHEREAS, EEFS Company, PC did agreed to provide said CE&I services for a fee not to exceed $130,428.72 during a 133 calendar day period, and

WHEREAS, that time period has now been estimated to be 208 calendar days through no fault of the engineering firm.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Amendment # 1 to the Engineering Agreement with the engineering firm of EEFS Company, PC, to increase their fees to $ 140,444.33 in accordance with Article II for the services as described in their Engineering Agreement for CE&I services for ALDOT Project No. ACOA61058-ATRIP(017). Funds to cover City's share of said increased engineering fees is already on deposit with the ALDOT and no additional City funds will need to be allocated.

ADOPTED this 7th day of December, 2015.

James D. Lorn
President of the City Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Nanett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-107 which was duly adopted by the City Council on this 7th day of December, 2015.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

Dawn H C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

ENGINEERING AGREEMENT AMENDMENT NO. 1

ENGINEERING ENVIRONMENTAL AND FORESTRY

SERVICES COMPANY, PC AND

THE CITY OF ALEXANDER CITY

RESURFACE HILLABEE STREET FROM SCOTT ROAD TO THE INTERSECTION OF SR-22 AND COVEN ABBETT HIGHWAY FROM SR128 TO SR38 (US280) AND COMER STREET FROM DADEVILLE ROAD TO MAPLE STREET ALDOT (ACOA61058-ATRP(017).

THE AGREEMENT BETWEEN OWNER AND ENGINEER FOR CE&I SERVICES DATED MAY, 2015

ARTICLE II TIME OF BEGINNING AND COMPLETION

1. ADDITIONAL CALENDER DAY IS INCREASED TO 208 DAYS. THE INCREASE IN FEE IS SHOWN IN ATTACHMENT 1-A.

ARTICLE III-PAYMENT FOR ENGINEERING SERVICES

1. SECTION 1 ITEM 8 THE MAXIMUM AMOUNT IS CHANGED TO $140,444.33

CALENDER DAYS OF THE CONTRACT INCREASED FROM 133 DAYS TO 208 DAYS.

CITY OF ALEXANDER CITY
By: Charles R. Shaw, Sr.
Charles R. Shaw, Sr.
Mayor
Date: 12-7-15

ATTEST: Harriett C Scott

EEFS COMPANY, PC
By: Ronald R. Gilbert
Ronald R. Gilbert, P.E., R.F.
Engineer
Date: 11-24-15

ATTEST: Michael A. Ha

Attachment 1-A

ACOA61058-ATRP(017) PROJECTED CE&I COSTS

TALLAPOOSA COUNTY

SCOTT ROAD, COVEN ABBOT HIGHWAY, AND COMER STREET

In our original contract we estimated 133 calendar days (19 Weeks) to project the CE&I costs for this project. Currently the contract has used 163 calendar days as of October 31, 2015. We estimate that an additional 10 weeks will be required to complete this project. Due to the extended time required to complete the punchlist and close-out the project we request the contract be amended as shown below.

CLASSIFICATION	HOURLY RATE	HOURS PER WEEK	WEEKLY LABOR COSTS	PROJECT LABOR COSTS (10 WEEKS)	MILEAGE RATE	WEEKLY MILEAGE	MILEAGE COSTS	PROJECT MILEAGE COSTS (10 WEEKS)
Project Manager (Harry Ward)	$ 28.00	16	$ 448.00	$ 4,480.00	$ 0.575	80	$ 46.00	$ 460.00

DIRECT LABOR	$	4,480.00
FIELD OFFICE OVERHEAD RATE (92.48%)	$	4,143.10
SUBTOTAL LABOR	$	8,623.10
MILEAGE	$	460.00
SUBTOTAL	$	9,083.10
PROFIT (10%)	$	908.31
FACILITIES CAPITAL COST OF MONEY (0.54%)	$	24.19
TOTAL AMENDED CE&I COSTS	$	10,015.61
ORIGINAL CE&I CONTRACT	$	130,428.72
TOTAL PROJECT CE&I COSTS	**$**	**140,444.33**

ENGINEERING AGREEMENT

ENGINEERING ENVIRONMENTAL AND FORESTRY

SERVICES COMPANY, PC AND

THE CITY OF ALEXANDER CITY

RESURFACE HILLABEE STREET FROM SCOTT ROAD TO THE INTERSECTION OF SR-22 AND COVEN ABBETT HIGHWAY FROM SR128 TO SR38 (US280) AND COMER STREET FROM DADEVILLE ROAD TO MAPLE STREET ALDOT (ACOA61058-ATRP(017).

THIS AGREEMENT, made and entered into by and between THE CITY OF ALEXANDER CITY hereinafter called the CITY and ENGINEERING, ENVIRONMENTAL & FORESTRY SERVICES COMPANY, P.C. (EEFS COMPANY, PC) a corporation operating under the laws of the State of Alabama hereinafter called the "Engineer".

WITNESSETH:

WHEREAS, the City has determined that it desires to obtain certain professional construction engineering and inspection services to be rendered for the City and its Resurface Hillabee Street from Scott Road to the Intersection of SR-22 and Coven Abbett Highway from SR128 to SR38(US280) and Comer Street from Dadeville Road to Maple Street ALDOT (ACOA61058-ATRP(017).

WHEREAS, the Engineers have previously represented to the City that they have the academic and professional qualifications and personnel to render the necessary construction engineering services for the City's needs, and

WHEREAS, the Engineers agrees to provide professional engineering services to the City.

WHEREAS, the City requires such services for the purposes hereinafter outlined,

NOW, THEREFORE, the City does hereby employ said " Engineer" to perform certain Engineering services as follows:

ARTICLE I - SCOPE OF WORK

The Engineer will accomplish the following tasks associated with the City as "CE&I Engineer" for this project as shown below:

ENGINEER'S PRIMARY RESPONSIBILITIES

1.0 The Engineer shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The ENGINEER shall

utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The Engineer shall provide professional, technical and administrative personnel, meeting requirements of the City in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the CITY. Prior to furnishing any services, the ENGINEER shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the CITY. The CITY shall endeavor to provide the ENGINEER at least ten (10) calendar days advance notice of the execution date for each construction contract to allow sufficient time for the ENGINEER to schedule its activities. In the event of emergency needs, for a short term basis (sickness, vacation, etc.), the CITY shall provide the ENGINEER two days advance notice in order for the ENGINEER to furnish required personnel. The ENGINEER shall maintain close coordination with the CITY and the Contractor to minimize rescheduling of the ENGINEER'S activities due to construction delays or changes in scheduling of the Contractor's activities.

2.0 ITEMS TO BE FURNISHED BY THE CITY TO ENGINEER:

A. The minimum Contract documents for each project shall be distributed to the ENGINEER, via the City Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:

5 sets Construction Plans - Half scale
3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)
2 sets Standard Drawings
1 copy of Executed Contract

B. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies

C. When determined by the City Engineer, the CITY will furnish and maintain a Project Office at a location. **(Not Required in this project)**

3.0 ITEMS FURNISHED BY THE ENGINEER:

A. Document Compliance

The requirements outlined within printed documents listed below are a condition of this contract. The ENGINEER shall obtain, without cost to CITY, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

1. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the ENGINEER in a timely manner by ALDOT'S City Construction Engineer. (Said manual is available on ALDOT'S website)

2. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT'S website)
3. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the ENGINEER in a timely manner by ALDOT'S City Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
4. ALDOT'S Testing Manual **(Not Required in this project)**
5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said manual is available on ALDOT'S website)
6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
7. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the ENGINEER'S personnel.
8. The applicable Roadway and Traffic Design Standards.
9. FHWA Manual on Uniform Traffic Control Devices.

B. When requested by the CITY, the ENGINEER shall furnish and maintain a Project Office within project work limits, or other location approved by the City Engineer. **(Not Required in this project)**

4.0 LIAISON:

The ENGINEER shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The ENGINEER'S activities and decisions relating to project(s) shall be subject to review by the City Engineer. The ENGINEER shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the City Engineer has been issued. Construction engineering and inspection forces shall be required of the ENGINEER at all times when required by the CITY. If construction contract is suspended, the ENGINEER'S forces shall be adjusted at the direction of the City Engineer to correspond with type of suspension, either complete suspension or partial suspension.

5.0 COOPERATION AND PERFORMANCE OF THE ENGINEER:

During the period of this AGREEMENT, the CITY shall conduct reviews of various phases of the ENGINEER'S operations, such as construction inspection, materials sampling and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the CITY policies, plans, specifications and contract provisions. The CITY shall have complete access, at all times, to project site, project office, all project records and any other ENGINEER items associated with said project or this AGREEMENT. The ENGINEER shall cooperate and assist the CITY representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the ENGINEER in conformance with the CITY'S recommendations. The CITY'S remedial recommendations and the ENGINEER'S actions are to be properly documented by the City Engineer. The ENGINEER shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the ENGINEER'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the

ENGINEER, upon receipt of written notice of such defects from the CITY, shall correct such errors, omissions or noncompliance at its own expense. However, when the ENGINEER is responsible for managing a project and where ENGINEER errors, omissions or contractual lapses caused increased costs, delays, or other damages to the CITY, the City Engineer shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays or damages. A copy shall be sent to the ENGINEER. Said costs shall be deducted from the monthly payment or retainage due to the ENGINEER. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the ENGINEER shall not be allowed for remedial action taken to correct deficiencies by the ENGINEER.
Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The ENGINEER shall fully cooperate with and assist in making such reviews.

6.0 REQUIREMENTS:

A. General:
It shall be the responsibility of the ENGINEER to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The ENGINEER shall advise the City Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control: **(NOT REQUIRED THIS PROJECT)**
See additional Services

C. Project Inspection: The ENGINEER shall provide services to monitor and document the Contractor's construction operations. The ENGINEER shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The ENGINEER may be responsible for monitoring and approving asphalt production. The CITY shall monitor all other off-site activities and fabrication (including pre-stress production). The ENGINEER shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the CITY for inspections of construction projects are set out in the CITY'S Construction Manual. The ENGINEER shall have appropriate certifications for inspection of work being performed. The ENGINEER shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:
The ENGINEER shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The ENGINEER shall meet minimum sampling frequencies set out in the State Testing Manual. The CITY reserves the right to require additional sampling and testing. This contract is based on a resurfacing contract and testing cost are not included other than the item performed by the on-site inspector.

E. Management Engineering Services:
The ENGINEER shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the CITY to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The

ENGINEER shall perform any other management engineering services normally assigned to a project that are required to fulfill the ENGINEER'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. ENGINEER services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the CITY, distribute copies of said minutes to appropriate parties. The ENGINEER may be required to conduct the pre-construction conference.
2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The ENGINEER shall immediately report to the City Engineer changes in pay items, project time or cost as soon as they become known to the ENGINEER.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.
5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The ENGINEER shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to the City Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The ENGINEER shall consult with the City Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The ENGINEER shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the ENGINEER shall assemble all relevant information to include any proposals from the Contractor. The ENGINEER shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The ENGINEER shall make recommendations to the City Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.
   The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering

analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the ENGINEER shall be responsible for ensuring that the City Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to the City Engineer of all project(s) related circumstances that may have an influence upon the solution.

In particular, the ENGINEER shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing ENGINEER personnel and resources, the ENGINEER shall assess both technical and contractual implications upon said project(s) of any proposals presented by the Contractor. The ENGINEER shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The ENGINEER shall make these assessments in order to formulate his recommendations. The ENGINEER shall then forward the said assessments and recommendations to the City Engineer, together with any proposals from the Contractor. The ENGINEER shall be a liaison and cooperate with the CITY in resolution of any problems. Upon resolution and approval of technical solution, the ENGINEER shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The ENGINEER shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the ENGINEER does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the ENGINEER shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the ENGINEER shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The ENGINEER shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The ENGINEER shall provide recommended changes to the City Engineer for approval. Approval of the City Engineer must be obtained prior to initiating any change or extra work.
10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the ENGINEER, in conjunction with the CITY Project manager, shall negotiate prices with the Contractor and prepare and submit a recommendation to the City Engineer for approval. The City Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.
11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the ENGINEER shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.
12. In the case where the Contractor for a project submits a claim for additional compensation, the ENGINEER shall analyze submittal in conjunction with the City Construction Engineer. The ENGINEER may be required to provide recommendation on validity and reasonableness of the requested additional

compensation and/or contract time extension. The ENGINEER shall maintain complete and accurate documentation of work involved in claims.

13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the ENGINEER shall the analyze request and prepare a recommendation to the City Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The ENGINEER shall make recommendations weekly, or at other times as necessary, to the City Engineer on all delays. This recommendation is needed to justify a time extension.
14. The ENGINEER shall prepare and submit to the City Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve the ENGINEER, shall be signed and sealed by the ENGINEER and the City Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the CITY, the ENGINEER shall assist appropriate CITY offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
16. The ENGINEER shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.
17. The ENGINEER shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the CITY'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
18. The ENGINEER shall review and document each construction project to the extent necessary to determine whether construction activities violate requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the City Engineer immediately.
19. Shop drawing/sample submittal and approvals shall be logged by the CITY. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The ENGINEER shall actively encourage all reviewers to accomplish reviews promptly.
20. The ENGINEER shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the CITY'S procedures.
21. The Project Manager and the ENGINEER for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.
22. The ENGINEER may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. The ENGINEER may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the City Engineer of these inquiries.
24. The ENGINEER may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-

sections for monthly estimates and other engineering required to complete construction project.

7.0 PERSONNEL:

A. General Requirements:

The ENGINEER shall provide a sufficient number of qualified personnel as directed by the CITY to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The ENGINEER shall utilize only competent personnel who are qualified by experience and education. The ENGINEER shall submit, in writing, to the City Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The ENGINEER'S personnel approval request shall be submitted at least two weeks prior to and approved by the City Engineer prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for the ENGINEER'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with five years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the City Engineer.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the CITY. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the District Manager's or the City Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the City Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician

- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or more of the following certifications as necessary and approved by the City Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the City Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily

report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

C. STAFFING:

The CITY shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the City Engineer. An individual previously approved whose performance is later determined by the CITY to be unsatisfactory shall be immediately removed and replaced by the ENGINEER within one week after notification. The ENGINEER shall maintain an appropriate staff, as approved by the City Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.
As the Contractor's operations on a contract diminish, the ENGINEER shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the ENGINEER forces as directed by the City Engineer shall be accomplished within one week after notification. The ENGINEER shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the ENGINEER employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the City Engineer. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the ENGINEER) of this AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the ENGINEER'S forces shall be adjusted at the direction of the City Engineer to correspond with type of suspension. In the event of a construction contract suspension

which requires the removal of ENGINEER forces from project, the ENGINEER shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the ENGINEER.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The ENGINEER shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY shall be authorized to operate nuclear testing devices. The ENGINEER shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 7.0 B of this AGREEMENT.

10.0 SUBENGINEER SERVICES:

Upon written approval of the CITY and prior to performance of work, the ENGINEER may subcontract for engineering surveys, materials testing, or specialized professional services. The City Engineer shall verify qualifications of personnel used by sub-Engineer.

11.0 OTHER SERVICES:

The ENGINEER shall, upon written authorization by the City Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY in connection with said Project(s).

12.0 CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time after the ENGINEER shall, by written request from the CITY, analyze the claim, prepare recommendation to the City Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the CITY and the ENGINEER prior to performance of said Services.

A. The ENGINEER shall, upon written request by City Engineer, assist appropriate CITY Offices in preparing for arbitration hearings or litigation that occur after the ENGINEER'S contract time in connection with the project covered by this AGREEMENT.

The ENGINEER shall, upon written request by City Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the CITY in any litigation or hearings in connection with said construction contract(s).

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The ENGINEER services for this agreement are based on a 75 working days construction contract and 133 calendar days (19 weeks) for CE&I costs for this project. If the contract exceeds 133 calendar days the fee will increase using the rates shown in Attachment 1 attached.

ARTICLE III - PAYMENT OF ENGINEERING SERVICES

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Region/Area requires the ENGINEER to stay overnight at a project, the ENGINEER shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed $100.00, shall be paid as direct cost plus ten (10) percent. Purchases over $100.00 shall require written authorization from appropriate Region.

For performance by the ENGINEER of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY shall pay the ENGINEER as follows:

A. The total compensation to the ENGINEER for work provided for when performed under this AGREEMENT will be as follows:
   1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the ENGINEER'S personnel that may be working on various projects under this AGREEMENT.

CLASSIFICATION	HOURLY PAY RANGES
Professional Civil Engineer	$28.00 to $43.00
Project Manager	$21.00 to $37.00
Senior Inspector	$17.00 to $29.00
Level II Inspector	$13.00 to $24.00
Level I Inspector	$12.00 to $19.00
Administrative Assistant	$10.00 to $19.00

   2. All other related direct actual costs paid by the ENGINEER, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1.
   3. For work performed out of the ENGINEER'S home or branch office, the ENGINEER'S home office overhead and labor additive rate of 103.02 percent (for Fiscal Year Ending 12-31-2013) shall be applied to direct salary and wages. Any sub-Engineer's overhead and labor additive rate shall not exceed prime Engineer's rate. The ENGINEER'S billable overhead and labor additive can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.
   4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.
   5. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited

Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the ENGINEER'S fiscal year.

6. Any paid overtime shall require prior authorization from the Region/Area Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER.
   For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:
   a. The hourly overtime rate will be 1.5 times the billable rate.
   b. Hours worked on holidays observed in the Region/Area on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.

   For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:
   a. The hourly rate will be one 1 times the billable rate.
   b. The premium portion of overtime will be billed in accordance with the ENGINEER'S Indirect Cost Rate Calculation.
8. The maximum amount payable, to the ENGINEER for work provided for under this AGREEMENT, shall not exceed <u>One Hundred Thirty Thousand Four hundred twenty eight and 72/100 Dollars ($130,428.72) unless otherwise amended and agreed by both parties.</u>

SECTION 2

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.
B. Payments to the ENGINEER shall be made not more often than monthly. Payment shall be subject to submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance the CITY may deem necessary. The original invoice and (3) three copies shall be submitted by the ENGINEER to the Region/Area Office for review, approval and forwarding to the STATE'S Bureau of Finance and Audits, External Audit Section located in Montgomery, Alabama, for payment.
C. The ENGINEER shall correlate and coordinate accounting of ENGINEER to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

SECTION 3

The acceptance by the ENGINEER of the final payment shall constitute and operate as a release to the CITY of all claims and of any and all liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished or relating to services rendered by the ENGINEER under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

SECTION 4

During the period of this AGREEMENT, the ENGINEER shall not be employed and ENGINEER'S employees shall not be employed by construction contractors performing work on state or federal-aid projects on which the ENGINEER is assigned without approval in writing by the CITY.

SECTION 5

The work to be performed under this AGREEMENT shall not include any work payable to the ENGINEER under any other AGREEMENT(S) with the CITY in effect at the time work is performed.

ADDITIONAL SERVICES

Additional Engineering Services for the city will be billed separately from this Contract under a contract amendment.

Additional services, consisting of special projects, may be requested by the City and shall be billed under a Contract Amendment for any other particular projects.

For the services performed by the Engineer under this agreement the City will compensate the Engineer as follows:

1. The Engineer will invoice monthly for his actual work completed on a percent complete by task, with a price not to exceed task contract totals without approval from the City Engineer. Payment shall be made within thirty (30) days of receiving the invoice.

2. Other engineering services for special projects will be invoiced at the rates in the attached fee schedule in Attachment 2. Any additional services shall be itemized separately from the "Engineer's" primary responsibilities encompassed within this agreement using rates in the attached fee schedule. These special projects include Additional surveying, Geotechnical Reports, Traffic Engineering, Signal Design, Flood Studies and Phase II Environmental. Reasonable and necessary outside expenses incurred in connection with services performed in this contract shall be billed at cost plus 10%. These include advertisement for bid and plan reproduction cost.

3. Reasonable and necessary expenses associated with the primary responsibilities and/or other services rendered in connection with this contract shall be billed at cost plus 10%.

4. Copies of any and all invoices for services and/or expenses submitted for payment to the City shall be directed to the City Clerk's office and also copied to the Mayor's office.

ARTICLE III - TERMINATION AND PAYMENT UPON TERMINATION

1. **Termination**

Termination by either Party: This Agreement maybe terminated by either party upon the giving of thirty (30) days written notice of the other party's notice of termination.

2. **Payment upon Termination**

A. If termination is effected by the City (1) no amount shall be allowed for anticipated profit on unperformed services or other work by the Engineer, and (2) adjustments due the City may be made to the extent of any additional costs occasioned to the City by reason of the Engineer's default.

B. Termination: The "Engineer" shall be paid for all services performed prior to receipt of the notice of termination unless special arrangements are negotiated. In addition to payment to "Engineer" for engineering services rendered, the "Engineer" shall also be paid for all reasonable and necessary expenses incurred prior to the Engineer's receipt of notice of termination.

3. **Obligations upon Termination**

Obligations of Engineer: Upon receipt of the notice of termination pursuant to the above paragraphs, the Engineer shall (1) promptly discontinue all services (unless the notice directs otherwise), and (2) deliver or otherwise make immediately available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

4. **Successors and Assigns**

The City and the "Engineer" each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor the "Engineer" shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization, which may be a party hereto.

ARTICLE IV - GENERAL TERMS AND CONDITIONS

1. **Authorization to Proceed**

The "Engineer" will proceed with performing engineering services for the City when the Engineering Agreement is signed and received by the engineer.

2. **Insurance**

The Engineer shall secure and maintain Workmen's Compensation and Business and Professional Liability Insurance. A Certificate of Insurance shall be provided to the City and the City shall be named as an additional insured on the Engineer's Business and Professional Liability Insurance. Minimum liability limits in the amount of one million dollars ($1,000,000) Business Liability and one million dollars ($1,000,000) Professional Liability shall be maintained. A Certificate of Business and Professional Liability Insurance shall be provided to the City. If the City requires an increase in the insurance liability limit the City shall reimburse the direct cost increase to the engineer.

3. **Successors and Assigns**

The City and the "Engineer" each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreements. Except as above, neither the City nor the "Engineer" shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization which may be party hereto.

4. **Indemnity**

The "Engineer" hereby agrees to indemnify and hold the City harmless on account of any claims the City may receive as result of the "Engineer's" negligence and/or malfeasance due to the actions taken by the "Engineer". The City hereby agrees to indemnify and hold the "Engineer" harmless on account of any negligence or malfeasance of the City or City employee's actions.

i. If to Engineer:

Ronald R. Gilbert, P.E, R.F
Engineering,Environmental&Forestry
Services Company, P.C. (EEFS)
1930 2nd Avenue North
Bessemer, AL 35021

ii. If to Owner:

City of Alexander City
Charles R. Shaw, Sr.,Mayor
4 Court Square
Alexander City, AL 35010

5. This agreement contains all the representations made between the parties, states the entire contract between the parties and shall not be amended or modified unless in writing.

6. In the event it should become necessary for either party to enforce this agreement then the non-defaulting party shall be entitled to recover from the defaulting party all reasonable costs of enforcement including but not limited to attorney's fees and court costs.

ARTICLE V – ALABAMA IMMIGRATION LAW COMPLIANCE

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THIS THE 21 DAY OF May, 2015.

CITY OF ALEXANDER CITY

By Charles R. Shaw, Sr.
Charles R. Shaw, Sr.
Mayor

Date: May 21, 2015

ATTEST: Hazel H C. Scott

EEFS COMPANY, PC

By: Ronald R. Gilbert
Ronald R. Gilbert, P.E., R.F.
Engineer

Date: MAY 13, 2015

ATTEST: Donie R. Mayfield

ATTACHMENT 2

EEFS COMPANY, PC
1930 SECOND AVENUE NORTH, SUITE 150
BESSEMER, ALABAMA 35020

FEE FOR SERVICES

City agrees to pay EEFS an amount for the time of all personnel engaged directly under this Agreement based on EEFS's Rates for Personnel plus an amount for incurred expenses based on EEFS's Rates for Expenses.

The rates for Personnel used as a basis for payment are as set forth below (these rates are subject to adjustment on January 1 of each year):

Principal Engineer	$ 125.00 per hour
Professional Engineer	$ 100.00 per hour
Project Manager	$ 90.00 per hour
I.T. Manager/Senior Designer	$ 85.00 per hour
Staff Engineer	$ 80.00 per hour
Senior Designer	$ 65.00 per hour
Cad Operator	$ 50.00 per hour
Engineer Assistant	$ 55.00 per hour
Executive Assistant	$ 50.00 per hour
Clerical	$ 30.00 per hour
Professional Surveyor	$ 90.00 per hour
Two-Man Survey Crew	$ 115.00 per hour
Three-Man Survey Crew	$140.00 per hour
Survey Party Chief	$ 45.00 per hour

The Rates for Expenses used as a basis for payments are as set forth below:

A. **OUTSIDE EXPENSES:**
Outside expenses incurred under this agreement for which EEFS must pay shall be charged at actual cost plus 15 percent. These expenses may include, but shall not be limited to, costs for transportation and subsistence incidental thereto; mapping, photographic or reproductions services; equipment rental; fees for permits, filings, applications, bonds and special insurance coverage's; long distance telephone charges; services provided by professional firms, outside Engineers, and testing firms; postage and freight; etc.

B. **IN-HOUSE EQUIPMENT EXPENSES** (these rates are subject to adjustment on January 1 of each year):

Mileage for vehicles is included in the above overhead rates.

RESOLUTION NO. 16-08

WHEREAS, the City of Alexander City, Alabama, seeks to improve its streets, bridges, and culverts through the recently passed ACRIP half-cent sales tax, and

WHEREAS, the City strives to maximize the effectiveness of its paving funding by taking measures to extend the life cycle of the asphalt on our City streets, and

WHEREAS, Corrective Asphalt Materials, LLC, distributes and applies to asphalt streets chemical additives that could significantly extend the life of an asphalt pavement at a fraction of the cost of new asphalt, and

WHEREAS, Corrective Asphalt Materials, LLC, has presented a sole-source proposal to the City to apply their additives to selected streets at a cost not to exceed $30,250.00 as a "pilot" test for our review and evaluation of effectiveness, and

WHEREAS, this work would be considered street rehabilitation and, therefore, eligible for ACRIP funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an agreement with Corrective Asphalt Solutions, LLC, for preventative asphalt maintenance services.

ADOPTED this 7th day of December, 2015.

James D. Lyons
President of the Council

APPROVED this 7th day of December, 2015.

Charles E. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-08, which was adopted by the Council on the 16th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

ALEXANDER CITY PUBLIC WORKS

IMPROVING ALEX CITY

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, Finance Director, City Council
FROM: Public Works Department
DATE: October 29, 2015
SUBJECT: Corrective Asphalt Solutions, LLC

Please add the attached resolution to the council meeting agenda for Monday, November 16, 2015.

Corrective Asphalt Solutions has provided a proposal to the City to perform a pilot test of their asphalt rejuvenation products on our City streets. This company is a sole source provider in the state of Alabama.

If any of you are interested, we can also provide an informative product video, along with several references.

Please also note that this is eligible to come from ACRIP funds, as it is for rehabilitation of City streets.

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.337.9979 - Email: jimb@tricorrefining.com

October 16, 2015

M. Gerard Brewer, PE
Director of Public Works/City Engineer
City of Alexander City
P.O. Box 552
Alexander City, Alabama 35011

Dear Gerard,

RE: Sole Source Applicator for CRF® Restorative Seal and Reclamite® Preservative Seal 2015/2016

Corrective Asphalt Materials
P.O. Box 87129
South Roxana, IL 62087

This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply CRF® Restorative Seal and Reclamite® Preservative Seal as the sole source supplier/applicator in the States of Illinois, Missouri, Arkansas, Iowa, Kentucky and Alabama. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the covered states with Restorative Seal/ Rejuvenating applications.

TRICOR Refining, LLC – Preservative Seals are the only maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use.

Please feel free to contact me if you have any questions.

Yours truly,
Jim Brownridge
Jim Brownridge
Marketing Manager
TRICOR Refining, LLC
Producers of Golden Bear Preservation Products
Cellular: 661.337.9979
Email: jimb@tricorrefining.com

Corrective Asphalt Materials, LLC

Asphalt Solutions and Industrial Dust Control
Airports · Roadways · Utilities · Parking Areas

October 15, 2015

Mr. M. Gerard Brewer, P.E.
Director of Public Works\City Engineer
City of Alexander City
P.O. Box 552
824 Railey Road
Alexander City, Alabama 35010
(256) 409-2020
gerard.brewer@alexandercityal.gov

Dear Mr. Brewer,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to bid your city's asphalt maintenance. Please accept the following as our formal proposal to provide CRF Maltene Based Restorative Seal and Reclamite Maltene Based Rejuvenator to the selected asphalt streets.

- **Apply Reclamite Maltene Based Rejuvenator to 17,000 square yards**
- **Reclamite Unit Price - $0.90/sq.yd.**
- **Reclamite Total Price $15,300.00**

- **Apply CRF Maltene Based Restorative Seal to 11,500 square yards**
- **CRF Unit Price - $1.30/sq.yd.**
- **CRF Total Price $14,950.00**

- **Total Cost for Reclamite and CRF - $30,250.00**

- **Alexander City will be responsible for:**
  - **Resident Notification**
- **CAM will be responsible for:**
  - **Furnishing and applying CRF and Reclamite**
  - **Furnishing and applying Limestone Screenings and Sand**
  - **Traffic Control for duration of project**
  - **Street Sweeping before(if needed) and after CRF and Reclamite Applications**

We would aim for late November or December to complete this 2-3 day project.

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Daniel Kerber
Alabama Sales
Corrective Asphalt Materials, CAM, LLC

APPROVED BY Charles R. Shaw Sr.
Mayor City of Alexander City
Date 12/7/2015

RESOLUTION NO. 16-09

WHEREAS, the City of Alexander City, Alabama, initiated in October 2010, a sanitary sewer system capital improvement program to rehabilitate its sewer system in order to minimize sanitary sewer overflows and improve the overall level of service to sewer customers, and

WHEREAS, as a part of that program, it has been determined that long-term flow monitoring is necessary to benchmark flows, assess program effectiveness, evaluate inflow and infiltration, and measure progress, and

WHEREAS, there is an excess of inflow and infiltration in the recently accepted sewer in the old Russell campus, and

WHEREAS, CSL Services, Inc., has submitted a proposal to install and monitor three temporary flow meters for a 90-day period for a total amount not to exceed $10,500.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into the proposed agreement with CSL Services, Inc., for installation of temporary flow monitors for the City of Alexander City, Alabama.

ADOPTED this 7th day of December, 2015.

James D. Lorenn
President of the Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-09 which was adopted by the Council on the 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, Finance Director, City Council
FROM: Public Works Department
DATE: November 2, 2015
SUBJECT: Council Meeting Agenda Item

Please add the attached resolution to the agenda for the council meeting on Monday, November 16, 2015.

The City Engineer and the Alexander City Sewer Department have determined a need for the installation of three temporary flow meters in the annexed area of the old Russell campus because of excess inflow and infiltration.

CSL Services, Inc. has submitted a proposal for the installation of the temporary flow meters, maintenance, and data management for a total cost of $10, 500.00. The costs for this will be absorbed in the budgeted sewer maintenance contracts for the 2015/2016 fiscal year.

CSL Services, Inc. — Customized Solutions to your Flow Metering Needs

November 2, 2015

Mr. Gerard Brewer, P.E.
Director of Public Works/City Engineer
THE CITY OF ALEXANDER CITY
824 Ralley Road
Alexander City, AL 35010

RE: PROPOSAL FOR 90 DAY TEMPORARY FLOW MONITORING

Dear Gerard,

As we discussed in our last monthly meeting, we are proposing to install 3 temporary flow meters for 90 days at manholes 3276, 3587 and 5610. Our Proposed Cost Schedule is presented below.

PROPOSED COST SCHEDULE:

Item #	Activity Description	Unit	Quantity	Unit Price or Lump Sum	Extended Unit Price Total or Lump Sum Total
1	Install 3 Temporary Flow Meters	EA	3	$500.00	$1,500.00
2	Monthly Maintenance, Data Processing and Report Generation for 3 Temporary Flow Meters	EA	3	$3,000.00	$9,000.00
	Total Amount				**$10,500.00**

I want to remind you that CSL South, Inc. has been rolled back into our parent company and we are now doing business as CSL Services, Inc. There has been no change in ownership or the personnel that have been working in Alexander City for the past several years.

Thank you again for letting us submit this proposal, and please let me know if you have any questions or comments.

Best regards,

CSL SERVICES, INC.

William H. Dawson, P.E.
Vice President

RESOLUTION NO. 16-10

WHEREAS, the City of Alexander City, Alabama, initiated in October, 2010, a Sanitary Sewer System Rehabilitation Program (SSCRP) in order to minimize sanitary sewer overflow, maintain regulatory compliance, improve the overall level of service to its sewer customers, and protect public health, and

WHEREAS, it has been determined that the program has been successful over the past 5 years in accomplishing said goals, and

WHEREAS, the City Engineer and Sewer Department recommend continuation of the program for Year 6 to further achieve long term goals and sustainability of the program, and

WHEREAS, these costs were anticipated when planning for and will be covered by the fiscal year 2016 Sewer Capital Budget.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into Task Order 3 with CH2M Engineers, Inc., for professional engineering services related to program management of the SSCRP in an amount not to exceed $160,000.

ADOPTED this 7th day of December, 2015.

James D. Shaw
President of the Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-10 which was adopted by the Council on the 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, Finance Director, City Council Members
FROM: Public Works Department
DATE: November 20, 2015
SUBJECT: Council Meeting Agenda Item

Please add the attached resolution and Task Order 3 to the council meeting agenda for Monday, December 7, 2015.

This resolution and task order will allow for continuation of professional engineering services with CH2M Engineers Inc., for program management of the Sanitary Sewer System Rehabilitation Program. The engineering services provided will include management of the City's current EPA Administrative Order on Consent, including quarterly EPA reports, program implementation and training. Also, CH2M will assist the Sewer Department with management of maintenance contracts and long range planning, etc.

Task Order 3

Professional Engineering Services Related to Program Management Services for the City of Alexander City Sanitary Sewer System Comprehensive Rehabilitation Program (SSCRP) – Year 6

Task Order 3 includes professional services to be furnished to the City for Year 6 of the Alexander City Sanitary Sewer System Comprehensive Rehabilitation Program (PROGRAM). The major work tasks as further described in this document are listed below.

- **Program Management, Monthly Meetings, and Operations Support for Sewer Department**
- **EPA Administrative Order on Consent - No. CWA-04-2014-4762 - Compliance, Implementation, Training, and Quarterly Reporting**
- **SSES Planning, Data Analysis, and Risk Based Decision Matrix Development**
- **Maintenance Contract Development, Management, and Coordination**
- **Assist City with Long Range Plan for Sewer Rehab Projects**

The specific services that CH2M HILL agrees to furnish include services for general professional engineering consultation, as described in the referenced Master Services Agreement dated June 15, 2015.

Compensation Provisions and Schedule

As compensation for providing the services described within Attachment A to this Task Order, the CLIENT shall pay CH2M HILL in accordance with Article 2 of the Standard Master Agreement dated 2015, based on a budget ceiling of **$160,000** which shall not be exceeded without a revision to Task Order 3 and includes direct expenses, plus a service charge of 10 percent on any outside services.

Work for the Program in Year 6 (October 2015 – September 2016) will be completed as further documented in the attached scope of work. Progress reports will be provided to the City with the monthly invoices.

Attachments

The following attachment is hereby incorporated into and made a part of this agreement:

Attachment A – Scope of Work for Professional Engineering Services Program Management Services for the City of Alexander City Sanitary Sewer System Comprehensive Rehabilitation Program (PROGRAM) – Year 6.

Authorized Representatives

The Authorized Representatives designated below are authorized to act with respect to Task Order 3. Communications between the parties and their consultants or subcontractors shall be through the Authorized Representatives.

For the CLIENT	For CH2M HILL Engineers, Inc.
Name: Mayor Charles R. Shaw	**Name:** Dana Raughton
Address: PO Box 552 Alexander City, AL 35011	**Address:** 4121 Carmichael Road, Suite 400 Montgomery, AL 36106
Telephone: (256) 329-6730	**Telephone:** (334) 215-9047

Authorization

Task Order 3 is effective as of the date signed by the CLIENT.	
Accepted for CLIENT by: City of Alexander City	**Accepted for CH2M HILL Engineers, Inc., by:**
Signature: Charles R. Shaw, Sr.	Signature:
Title: Mayor	Title: Geographic Operations Manager
Date: 12/7/2015	Date: 11/6/15

THIS TASK ORDER AMENDMENT IS ISSUED UNDER AND GOVERNED BY THE TERMS AND CONDITIONS OF THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 15, 2015, BETWEEN CITY OF ALEXANDER CITY, ALABAMA, AND CH2M HILL ENGINEERS, INC.

Attachment A - Program Management Services for the City of Alexander City Sanitary Sewer Comprehensive Rehabilitation Program (SSCRP) [PROGRAM] – Year 6

Scope of Work

The goal of the Program is to have an efficiently operated and maintained sanitary sewer system by managing the gravity sewer assets, reduce SSOs to a level acceptable by EPA by implementing required MOM programs, and continue to make improvements to the assets of the sewer system by performing in house repairs and outsourcing maintenance efforts and structural repairs.

Task 1 – Program Management, Monthly Meetings, and Operations Support for Sewer Department

Work associated with Task 1 will include overall Program Management of the Program and communications/planning meetings with City leadership, such as with the City Council, Mayor, Chief Financial Officer (CFO), City Engineer, and Sewer Department Manager throughout the year. This task will ensure that the City's vision and goals of the overall Program are being accomplished and information is communicated to all levels of leadership, as well as to the public, if requested. Currently, the Program team (Public Works Director, Sewer Dept Manager, and Sewer Foremen) meets monthly to discuss the details of the Program, assign action items, etc. Also, any interdepartmental assistance required between the sanitary sewer, pump station, and treatment plant operations will be performed under this task.

Project management/administration of the Program shall include the day-to-day activities required in coordinating the work such as coordinating with and providing technical support in the execution of projects and tasks for individuals assigned to the activities. CH2M HILL will also establish protocol for coordination and control procedures, and management of resources required to perform the work. CH2MHILL will provide monthly status reports for activities performed concerning the Program.

Deliverables

Meeting summaries will be produced and disseminated amongst the attending parties of the meetings.

Task 2 – EPA Administrative Order (AO) on Consent No. CWA - 04-2014-4762, Compliance, Training, and Quarterly Reporting

CH2M HILL will assist the City with implementation of the four MOM programs approved by EPA in 2015 by providing training to the staff on implementation for the programs and program audits, as well as reports required by EPA. Programs approved by EPA and estimates of approval with deadlines for implementation are listed below:

- Sewer Overflow Response Plan (SORP) – March 3, 2016
- Fats, Oils, and Grease (FOG) Program – June 24, 2016
- Corrosion Control Program – September 22, 2016
- Gravity Line Preventative Maintenance Program – Winter 2016

Three of the 4 Programs have been accepted by EPA as submitted by the City during 2015. These Programs will be implemented, training performed, audited, and updated as necessary. Quarterly reports to EPA will be submitted which status each of the 4 MOM Programs, as well as provide detailed information on SSOs that have occurred during the quarter.

Deliverables

Updated MOM programs and quarterly reports will be submitted to EPA per required timeline. Meeting notes from training workshops will be distributed as necessary.

Task 3 – SSES Planning, Data Analysis, and Risk Based Decision Matrix Development

The City has collected CCTV inspection data on approximately 50% of the City's gravity sewer mains or about 2200 inspections with over 16,000 observations, which includes both information and defect codes stored in IT Pipes database. In the past two years, the City has used the information to make repairs on the most severe defects and track the work in Cityworks. However, the bulk of the data is not utilized due to lack of internal resources (rehab crews, equipment, etc.) by the City to address all of the defects contained in the database.

A plan to utilize the inspection data as well as GIS attribute data and develop a risk based decision matrix, which will include consequence of failure, will be developed during a workshop. CH2M will conduct the workshop with members of the City's sewer dept and utilize a top down approach to data review which means using mainly historical knowledge of the system, as well as SSO records, Cityworks information, IT Pipes information, etc. to determine the risk and consequence of failure of sewer assets, specifically gravity pipes and manholes. Once the matrix is developed, an automated work order system utilizing GIS, IT Pipes, SCREAM, and Cityworks will be set up on the City's server and allow the City to better prioritize rehabilitation efforts.

Deliverables

Risk based decision matrix as developed during the workshop will be provided to the City for documentation purposes. Also, automation of the development of work orders based on the risk matrix will be developed using the City's current tools, which include GIS, IT Pipes, SCREAM codes, and Cityworks.

Task 4 – Maintenance Contract Development, Coordination, and Assistance

CH2M anticipates managing multiple types of contracts on behalf of the City in Year 6 of the SSCRP. Some examples of types of contracts that CH2M will coordinate with the City on and provide assistance when required are listed below:

- Heavy Cleaning and CCTV Inspection
- Long Term Flow Monitoring
- Root Control
- Manhole Lining
- Force Main Inspection

CH2M will prepare Request for Proposals (RFPs) for these contracts or contract documents for bidding purposes. CH2M will review proposals and provide recommendations for award and coordinate with the selected vendor as specified in the proposal or bid. CH2M will review vendor invoices and forward to the City via email for payment by the City.

Deliverables

CH2M will develop the Request for Proposals or bid documents as noted above in this task, as well as recommendations for award of project following bid openings.

Task 5 - Assist City with Development of Long Range Plan for Sewer Rehab Projects

It is estimated that the City needs to spend approximately $30M - $50M on gravity sewer rehabilitation in the near future. CH2M will assist the City in development of a long range plan to rehab the gravity sewer system. Work performed in Task 4 above will help determine the priorities for rehab. Cost estimates will need to be developed subsequently so that the City can plan to obtain funding.

Also, approximately 19 sewer projects have been identified as 'Special Sewer Projects' meaning that the City cannot perform the work in house due to resources. Order of magnitude of cost estimates were developed in early summer 2015 for 4 of these projects. One of the projects has been bid and awarded (Robinson Road Sewer) and should be completed by the end of this year. Cost estimates will be updated for these projects once the City decides when they expect to bid the work. All estimates provided will be order of magnitude and budget level estimates.

Assumptions

- CH2M will not provide an inspector for the fieldwork that will be performed as part of the maintenance projects that will be outsourced. CH2M will attend project meetings with the maintenance contractors as necessary for success of the project and coordinate with the City.
- Any costs associated with new servers, computer software or equipment necessary for implementation of Task 3 will be at the expense of the City and is not included as part of this project.

RESOLUTION NO. 16-11

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Agreement for Examination Services with RiverTree Systems, Inc. to provide tax auditing and examination services for a period of three (3) years.

ADOPTED this 7th day of December, 2015.

James D. Shaw
President of the Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-11 which was duly adopted by the City Council on the 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

SEAL

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

AUDITING SERVICES PROPOSAL

Revenue Services provided for the City of Alexander City as
Authorized by the Code of Alabama **40-2A-14**

RiverTree Systems, Inc.
P. O. Box 361361
Birmingham, AL 35236

November 24, 2015

RiverTree Systems, Inc.
Revenue Auditing Services Proposal

BACKGROUND:

This revenue auditing service proposal is presented to the City of Alexander City Finance Office in response to a Request for Proposal received by Rivertree Systems, Inc.

The City of Alexander City is in need of an agent capable of providing professional revenue auditing services for Sales, Use, Lodgings , Rental/Lease Taxes and Business License as well as any other taxes and franchise ordinances of the City.

INTRODUCTION:

Rivertree Systems, Inc. Is a private auditing firm that provides professional, personalized auditing services specific to each of our clients. RiverTree Systems was established in 1991 and currently provide our services to thirty-four cities and counties in the State of Alabama (please refer to "Attachment A"). We have a proven history of providing additional revenues to our clients through audit collections and increased taxpayer compliance. Our staff is comprised 8 Certified Revenue Examiners, One Certified Public Accountant and three Conditional Certified Revenue Examiners.

In addition to audit revenue, our service also generates compliance revenue from taxpayers who, until audited, did not remit correctly to the City in the form of tax payments and business license purchases but will do so in the future.

During the past 5 years none of our assessments have been to court. We collect 95% of the assessments without contacting the Client.

As recommended from the recent ***Washer Refrigeration vs RDS***, *a* statement in the contract agrees that RiverTree Systems can issue Preliminary Assessments on audit findings but if a Final Assessment is required the City will issue or a City form or sign off on the RiverTree's Final Assessment. At no time will Rivertree Systems issue a Final Assessment without the City's approval.

Our office will email/fax the City once or twice a month a list of Taxpayers we will be reviewing. We request only a "no" if the City does not want involved in the audit.

PROPOSED SERVICES:

Please review the attached contract.

"ATTACHMENT A"

RiverTree Systems Client List

Cities

- **Alabaster**
- **Auburn**
- **Birmingham**
- **Center Point**
- **Columbiana**
- **Gardendale**
- **Gulf Shores**
- **Harpersville**
- **Hartselle**
- **Helena**
- **Homewood**
- **Hueytown**
- **Irondale**
- **Jacksonville**
- **Jasper**
- **Leeds**
- **Madison**
- **Millbrook**
- **Montevallo**
- **Montgomery**
- **Moody**
- **Northport**
- **Orange Beach**
- **Ozark**
- **Pelham**
- **Pell City**
- **Prattville**
- **Talladega**
- **Trussville**
- **Vestavia Hills**

Counties

Baldwin County
Montgomery County
Shelby County
St. Clair County

STATE OF ALABAMA

COUNTY OF TALLAPOOSA

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the __ day of _____ 2015 by and between the **CITY OF ALEXANDER CITY ,** hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:

a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.

b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.

c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other city tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.

d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program"* established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").

f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other City taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client. RIVERTREE shall issue the Preliminary Assessments on audit findings if a **Final Assessment** is required the Client will issue either on a City form or sign off on the RIVERTREE Final Assessment. At no time will RIVERTREE issue a Final Assessment without the Client's approval.

g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.

h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.

i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.

j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the CITY OF ALEXANDER CITY .

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **Seventy-five dollars ($75.00) per hour**.

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

3 **Representations and Warranties.** RIVERTREE represents and warrants as follows:

a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.

b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREEE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.

c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.

d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4 **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services

provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are

complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. Independent Contractor. The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of ___3___ year(s) from the date unless terminated as herein provided. Pursuant of the Code of Alabama (1975-40-2A-12, this Agreement shall not be renewed or extended beyond such three (3) year term: provided, however, that parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least sixty (60) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet

all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Alexander City, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Tallapoosa County, Alabama and governed by the laws of the State of Alabama between the Alexander City Commission and RIVERTREE.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

CITY OF ALEXANDER CITY

By: Charles R. Shaw, Jr

Title: Mayor of the City of AlexanderCity, Alabama

December 7 2015

RIVERTREE SYSTEMS, INC.

James M. Thomas

PRESIDENT

RESOLUTION NO. 16-12

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the following street light be and is hereby authorized at the following location:

NUMBER OF LIGHTS	LOCATION
1	Sunnylevel Cutoff at the bridge Existing pole # 3-312908
1	Knight Road and Hillabee Park Ave Existing pole #3-312695

ADOPTED this 7th day of December, 2015.

James D. Spann
President of the City Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-12 which was duly adopted by the City Council on this 7th day of December, 2015.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

S E A L

Harriett C. Scott
As Clerk of the City of
Alexander City, Alabama

City of Alexander City
Light & Power
762 Railey Rd Alexander City, AL 35010
Phone: (256)409-2080 Fax: (256)409-2082

November 12, 2015

The City of Alexander City request Alabama Power to install a street light. The location of the street light is on existing pole # 3-312908 at the bridge on Sunnylevel Cutoff. The residence at this street address requested this streetlight.

Ricky W. Waller

Ricky Waller, Supertindent

Alexander City Light & Power

City of Alexander City
Light & Power
762 Railey Rd Alexander City, AL 35010
Phone: (256)409-2080 Fax: (256)409-2082

November 12, 2015

The City of Alexander City request Alabama Power to install a street light. The location of the street light is on existing pole # 3-312695 at the intersection of Knight Rd and Hillabee Park Av. The residence at this street address requested this streetlight.

Ricky W. Waller

Ricky Waller, Supertindent

Alexander City Light & Power

RESOLUTION NO. 16-13

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a Contract for Services between the City of Alexander City, Alabama, and the Alexander City Chamber of Commerce for promotion of Alexander City for economic and industrial development.

ADOPTED this 7th day of December, 2015.

James D. Lyons
President of the Council

APPROVED this 7th day of December, 2015.

Charles P. Thomas, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-13 which was duly adopted by the City Council on the 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

SEAL

Harriett C. Scott
As Clerk of the City of
Alexander City, Alabama

STATE OF ALABAMA

CITY OF ALEXANDER CITY

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENT, That the City of Alexander City, Alabama, hereinafter called the "City," and the Alexander City Chamber of Commerce, a non-profit corporation, hereinafter called "Chamber," on this 7th day of December, 2015, have contracted and agreed as follows:

This agreement shall be in effect for a period of one (1) year from the date of October 1, 2015, through the date September 30, 2016 . At the end of each year, this contract may be renewed by mutual agreement between the parties.

Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial Interest in the business of the Chamber, and shall not be liable for any debts or obligations incurred By Chamber, nor shall the City be deemed or construed to be partner, joint adventurer, or otherwise Interested in the assets of Chamber, or profits earned or derived by the Chamber, nor shall Chamber at any time or times use the named or credit of the City in purchasing or attempting to purchase any Equipment, supplies, or other thing or things whatsoever.

Chamber in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, Chamber, shall be wholly responsible therefore.

Chamber shall not transfer or assign this agreement or the license or any of the rights or privileges granted herein within the prior written consent of the City.

Chamber agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of the Chamber, the City may at its option, terminate and cancel this agreement.

The City of Alexander City, Alabama, agrees to pay to the Chamber for a term of one year, commencing on October 1, 2015, the sum of Forty-six thousand eight hundred and 00/100 ($46,800.00) payable in equal monthly installments, and the Chamber agrees in consideration thereof to provide the City the following services:

(1) Provide and maintain with the Chamber organization a program for City-wide economic and Industrial development.

(2) Provide a full-time professionally qualified executive, a secretary and such staff and employees as are required to carry on these functions for economic improvement and expansion of the area's economy to the benefit of all citizens.

(3) Seek, discover, and endeavor to attract and promote new and expanding industry within the City to create new jobs and employment for the benefit and economic improvement and expansion for the citizens of Alexander City, Alabama.

(4) Gather, Keep updated, research and distribute information and data to be used as advertisements and presentations to general and specific agricultural, industrial, and manufacturing prospects.

(5) Develop and secure tools such as maps, Charts, photos, topos, facilities, brochures, reports, etc., as are necessary and required to adequately promote new and expanding industry.

(6) Work with existing industry for expansion, problem solving, counseling, and other services pertinent to the expansion of said existing industry for the benefit of the City.

(7) For the mutual economic and industrial development of the City, to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as the Alabama Development Office; Industrial Development Departments of public and private utilities: local, area, and regional planning and development agencies; Industrial Development Boards; rail, highway, air, and water transportation and development organizations; and groups including the Alabama Industrial Developers Association; Southern Industrial Development Council, and other groups, organizations, agencies and individuals.

(8) Keep knowledgeable of local, state, regional and national trends in industrial development and continue and improve, through land control, site development, local and area technical sources such as universities, colleges, authorities and vocational technical institutions, and any and all other sources and aids to create more and better jobs for the benefit of the City and its citizens.

In addition and for said consideration, Chamber further agrees to perform the following services:

(1) Receive, study , and respond to or answer all mail and inquiries which are directly or otherwise sent to the City, by potential visitors, business and professional people, school children from all over the United States and the world, research and survey agencies and myriad of outside sources and individuals seeking information about the community , its people, government history, economical base, institutions, housing, job opportunities, legal professions, hospitals and paramedical services, churches, climate conditions (geographical, business, and social) laws and statutes, courts, local community and governmental services, taxes and licenses.

(2) Serve as the principal public relations and information agency for the City and for all people who are referred by the City and who come into the Chamber office but who come into the Chamber offices but would otherwise have to call upon the City for services and information.

(3) Counsel and assist potential new and expanding businesses, agencies and institutions and people moving to the area.

(4) Through the management and staff of the Chamber, as well as volunteers from local Leadership, to do everything possible to foster and promote the City of Alexander City, Alabama, and to create and maintain its good name and goodwill.

WITNESS our hands and seals this 7th day of December, 2015.

ALEXANDER CITY CHAMBER OF COMMERCE
A non-profit organization

_____
ITS President

ATTEST:

_____

City of Alexander City, Alabama

Charles R. Shaw, Sr.
ITS Mayor

ATTEST:

Harriett C. Scott
City Clerk

RESOLUTION NO. 16-14

WHEREAS, the City of Alexander City, Alabama, is the owner of certain property which is no longer needed for public or municipal purposes, and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, as follows:

One (1) lot Propane Equipment
2-1,000 gallon propane tanks
1- ¾ HP electric motor
72- 80 lb. propane tanks
Various hoses, nozzles and parts used for dispensing propane

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to dispose of said property.

ADOPTED this 7th day of December, 2015..

James D. Spann
President of the Council

APPROVED this 7th day of December,2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-14 which was duly adopted by the City Council on this 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

SEAL

Harriett C Scott
As City Clerk of the
City of Alexander City,
Alabama

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
Robert Howard
Council President
James D. Spann
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

November 25, 2015

To Mayor & City Council

Subject: Request Authority to Dispose of Excess/Salvage Property

1. In accordance with Alabama Code of 1975, Section 11-43-56, request the City Council declare the below listed property salvage/excess.

   1 Lot (2) 1,000 gallon propane tanks; (1) 3/4 HP electric motor; (72) 80 lb. propane tanks; various hoses, nozzles and parts used for dispensing propane

2. Further requests the City Council authorize the Purchasing Agent authority to dispose of property.

Miles P Hamlett
Purchasing Agent

TABLED

RESOLUTION NO._____

WHEREAS, the City of Alexander City, Alabama, was the recipient of several building in the Russell Complex from Fruit of the Loom, and

WHEREAS, one of the buildings was a modern brick building within a security fenced designed for and used as automotive shop, and

WHEREAS, this automotive shop is better equipped than the City's present building used for an automotive shop both for the repairs and maintenances of the motorized vehicles and the employees, and

WHEREAS, the City's Automotive Department has moved into this building located at 680 Joseph Street and is need of telephones for communication. They are presently using cell phones and links for communication which is not dependable, and

WHEREAS, Triton has made a proposal for a Simply-Sip Local Trunk at a cost of approximately $150.00 for service to provide telephone communications to the new automotive garage.

NOW, THEREFORE, BE IT RESOVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a contract with Triton of Dallas, Texas, to provide the needed equipment for phone communication for the Automotive Department located at 680 Joseph Street in an amount not to exceed $150.00 per month.

ADOPTED this 7th day of December , 2015.

_____
President of the Council

APPROVED this 7th day of December, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. _____ which was duly adopted by the City Council on this 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, the 7th day of December, 2015..

S E A L

_____
As City Clerk of the
City of Alexander City, Alabama

triton
NETWORKS

Simply-SIP Local Trunk Proposal & Agreement

Customer:	City of Alexander City, AL	
Prepared:	October 12, 2015	Pricing valid 10 business days

Address - 12160 Abrams Rd Ste 200, Dallas, Texas 75243 Tel (214)570-0555 Fax (214) 570-0310

Service Description	Options	Comments
Customer Main TN:	**(256) 329-6730**	**Mayor's Line - Do Not Port**
Site (Physical) Address:	4 Court Square, Alexander City, AL 35010	
Inbound Caller ID N/N?:	N/A	$ 1.00 Per Line per month
Enhanced Forwarding?:	NO	$ 8.95 Per month
Webfax?:	NO	$ 5.95 Per month
SIP Phone System?:	NO	8 port IAD to be furnished
# SIP Lines or Trunks:	**5**	Additional lines at $17.99/month
# Analog Lines	**0**	
Outbound LD Cost?:	**$ 0.0250**	All Domestic 1+ Calls (50 states)
Inbound LD Cost?:	**$ 0.0340**	All Domestic Toll Free Calls (48 states)

Service Summary:	Monthly Costs
Basic Local Service Costs	$ 89.95
Feature Costs: Caller ID Name & Number	5.00
Monthly Recurring Cost	$ 94.95
Non-recurring cost (Equipment Installation)	$ -
One Time Programming Charge	$ 55.00

Other Monthly Costs:	
Equipment Provided by Carrier	$ 19.95
Access Line Surcharges (covers LNP, Federal TRS Fees, etc.) - per line	$ 2.77

Customer must allow at least forty-five (45) days for installation of the circuit above. Monthly recurring cost does not include taxes, local or state surcharges, or 9-1-1 fees. Installation charges, if applicable, pertain only to the circuit quoted and associated equipment. It does not include any wiring or demarcation extensions that may be needed by and are the responsibility of, the customer. Once executed, this Proposal becomes a valid Access Service Request (ASR). The effective date for this ASR will be the first date the circuit is made available for customer use. This Data or Wide Area Network Service Proposal and Agreement is governed by Triton's General Terms and Conditions, version v20150101(2). If Customer requires a written copy of the Terms, one will be provided upon request. Customer may indicate acceptance of the proposal by execution below, and submission to Triton for final documentation and scheduling.

*** A full set of the Terms and Conditions for this service can be found on the website below; By execution, you are signifying that you have reviewed, understand and agreed to be bound by these Terms and Conditions. ***

http://www.simply-sip.com/sip_voice_terms_conditions.html

Customer Authorization

Date Executed

Print name, title

24 Months

Contract Term (Minimum)

RESOLUTION NO. 16-15

WHEREAS, the City of Alexander City, Alabama, is the owner of certain property which is no longer needed for public or municipal purposes, and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, as follows:

One duty weapon
Glock Model 22-Serial Number SWU131
One badge

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to give to Steve Robinson as a retirement gift.

ADOPTED this 7th day of December, 2015.

James D. Lassiter
President of the Council

APPROVED this 7th day of December, 2015.

Charles R. Thomas, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-15 which was duly adopted by the City Council on this 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

SEAL

Harriett C Scott
As City Clerk of the
City of Alexander City,
Alabama

POLICE DEPARTMENT
CITY OF ALEXANDER CITY

Post Office Box 943
Alexander City, Alabama 35011-0943
Telephone: (256) 234-3421
Fax: (256) 329-8422

Willie G. Robinson
Chief of Police

Jerry W. Turner
Deputy Chief of Police

November
30th ~~December~~ 2015

Mayor Charles Shaw

City of Alexander City

Alexander City, Al.35011

Mayor Charles Shaw, Lt. Steve Robinson retiring with Alexander City Police Department December 7,2015 over twenty five(25) years of excellent service with this department, I (Chief Willie G. Robinson) requesting permission to remove his service weapon (Glock Model 22, Serial Number SWU131 and his badge from inventory so that it can be presented to him as a retirement gift for his years of service.

Willie G. Robinson

Chief of Police

RESOLUTION NO. 16-16

WHEREAS, the City of Alexander City, Alabama, initiated in October, 2010, a sanitary sewer system capital improvement program to rehabilitate its sewer system in order to minimize sanitary sewer overflows and improve the overall level of service to sewer customers, and

WHEREAS, as a part of that program, it has been determined that long-term flow monitoring is necessary to benchmark flows, assess program effectiveness, and measure progress, and

WHEREAS, CSL Services, Inc., which has performed long-term flow monitoring services in previous years, has submitted a proposal for monthly monitoring services for a total amount not to exceed $53,800.00 annually, and

WHEREAS, these costs were anticipated when planning for and will be covered by the 2015/2016 Sewer Capital Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into contract with CSL Services, Inc., for long-term flow monitoring services.

ADOPTED this 7th day of December, 2015.

James D. Shaw
President of the Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-16 which was adopted by the Council on the 7th day of December, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

TABLE 1

SCHEDULE OF COSTS

City of Alexander City Long Term Flow Monitoring

Compensation by City to proposer will be as follows:

Compensation will be based on lump sum or unit price amounts as shown below. The quantities shown for unit price items are estimates. Actual quantities will be used to determine final costs. The lump sum and unit prices submitted by the proposer shall be representative of the activities actual cost and represent the cost of labor, equipment and material costs, including allowances for overhead, profit and expenses to perform the work.

Item #	Activity Description	Unit	Estimated Quantity	Unit Price or Lump Sum	Extended Unit Price Total or Lump Sum Total
1	**FY2016 (November 1, 2015 – October 31, 2016)**				
a	Installation and Calibration of Flow Monitors and Remote Communication Equipment	EA	8	$0.00	$0.00
b	Monthly Flow Monitor Maintenance and Calibration	EA	12	$4,000.00	$48,000.00
c	Monthly Data Processing	EA	12	$300.00	$3,600.00
d	Quarterly Status Meetings	EA	4	$350.00	$1,400.00
e	Annual Report	EA	1	$800.00	$800.00
	FY2016 Total				$53,800.00

Signature: _____

Title: Vice President

Date: October 20, 2015

PROPOSAL FOR:
FY 2016 ALEXANDER CITY LONG TERM FLOW MONITORING

CSL Services, Inc. *Customized Solutions to your Flow Metering Needs*

1. COVER PAGE

THE CITY OF ALEXANDER CITY, ALABAMA
824 RAILEY ROAD
ALEXANDER CITY, ALABAMA 35010

PROJECT: FY 2016 ALEXANDER CITY LONG TERM FLOW MONITORING

PROPOSER: CSL SERVICES, INC.

DATE: OCTOBER 20, 2015

Thank you for the opportunity to submit this proposal. CSL is extremely qualified to provide the highly specialized services required for this project and the following pages will attest to that fact. We now have over 800 flow monitors under long term contract and routinely provide >98% uptime on these projects. We have developed the experienced personnel and the procedures necessary to ensure quality work at all levels of a project, and we are confident that we can do this in a most cost-effective fashion.

Our firm has been providing long term flow monitoring services to Alexander City for the past 3 years and we completed a large temporary flow study for you in 2011. We know your staff and your consulting engineer and we know what they expect from this project. Our equipment is already in place and we have been to each of the locations dozens of times over the past 3 years. We know the flow trends and in most cases what anomalies we can expect at each site.

We believe that the combination of our overall company expertise and our hands-on familiarity with the Alexander City collection system makes CSL the best choice for this project. If there are any questions regarding any of the information submitted in this proposal, please do not hesitate to contact me.

Best regards,

CSL SERVICES, INC.

William H. Dawson, P.E.
Vice President

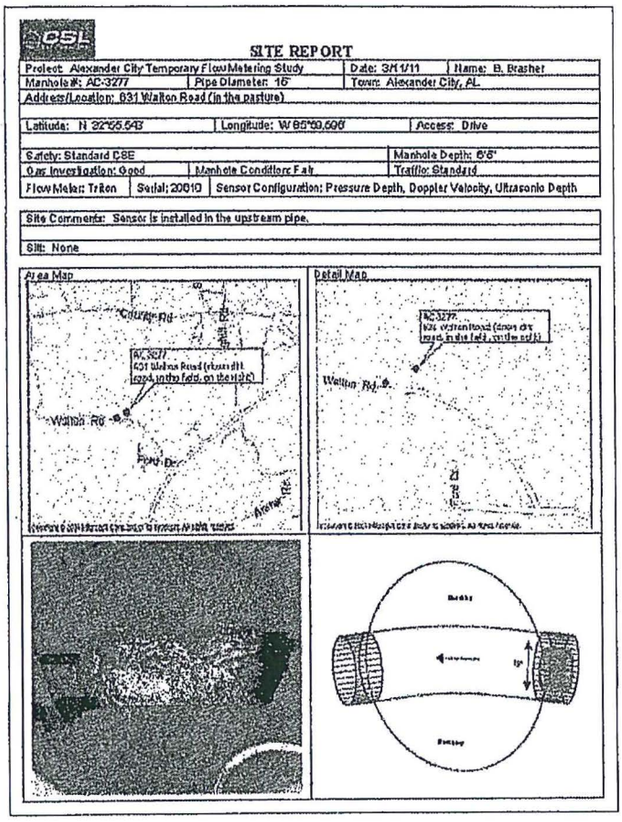
2. PROJECT APPROACH FOR EXECUTING FLOW MONITORING WORK

A. FIELD INSTALLATION AND MAINTENANCE PLAN

CSL has developed and refined its field installation and maintenance procedures over its 12 years and nearly 1,000,000 meter days in the flow monitoring business. We have successfully completed dozens of projects similar in size and scope to the one that the Alexander City has planned. The following discussion describes our time-tested methods, carefully developed documentation and QA/QC procedures.

1. Installation

As each meter is installed it will be fully calibrated before the field crew leaves the site. Telog RU-33 recording telemetry units will be utilized at each site and communication will be verified before the installation is complete. The calibration process involves performing a minimum of three depth and velocity confirmations at 5 minute intervals. Depth is measured manually and velocity is confirmed using a hand held probe and/or surface radar gun. In sites with sufficient depth, the velocity is profiled with readings at up to 9 points. As specified in the RFP, each meter will be programmed to collect flow readings at 15 minute intervals. Each of our field crews has a fully equipped van complete with all tools, confined space entry equipment and other equipment to repair and calibrate the flow meters while at the site. In some cases more than a standard two person crew may be necessary due to safety and/or confined space concerns. Each field crew is equipped with a wireless laptop such that they can download and interrogate the meter as well as send files to a data analyst in the office while the crew is at the site. A Site Report Sheet similar to the one shown in **Figure 1** will be prepared for each meter location.



SITE REPORT

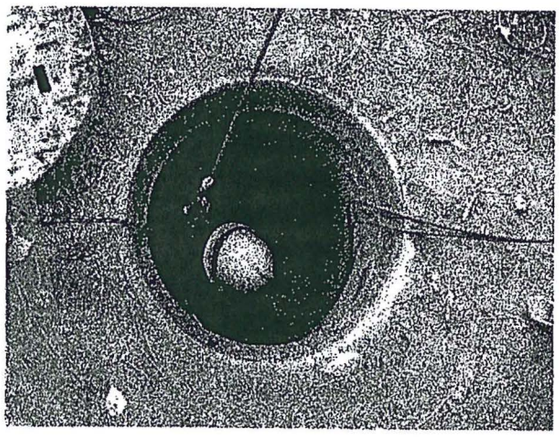
Project: Alexander City Temporary Flow Metering Study	Date: 3/11/11	Name: B. Brasher
Manhole #: AC-3277	Pipe Diameter: 15"	Town: Alexander City, AL
Address/Location: 631 Walton Road (in the pasture)		
Latitude: N 32°55.548'	Longitude: W 85°59.606'	Access: Drive
Safety: Standard CSE		Manhole Depth: 6'6"
Dye Investigation: Good	Manhole Conditions: Fair	Traffic: Standard
Flow Meter: Triton	Serial: 20010	Sensor Configuration: Pressure Depth, Doppler Velocity, Ultrasonic Depth
Site Comments: Sensor is installed in the upstream pipe.		
Silt: None		

Area Map

Detail Map

Figure 1 – Site Report Sheet

2. Maintenance

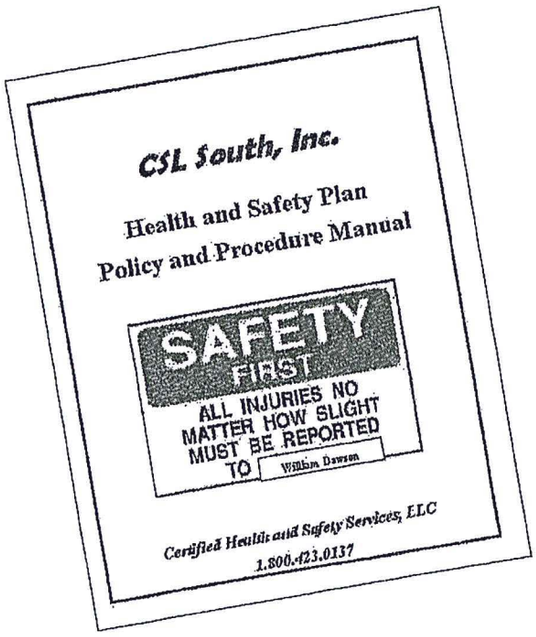


Initially sites will be visited on a weekly basis during a "settling in" period. Should there be issues that lead us to believe that any site will not perform well on a long-term basis, CSL will recommend alternatives. Once we have established a level of comfort with the performance characteristics of each site we will begin scheduling maintenance visits on a monthly basis. Data will be uploaded from the Telog recording telemetry units every night and posted to our secure website. A CSL Project Engineer will review the data at least twice weekly for the duration of the project, and an unscheduled maintenance visit will be conducted if any issues are discovered as a part of those reviews.

During each site visit, all mounting points of connection will be visually inspected to confirm that equipment is secure. The sensors will be scrubbed and cleaned and at least one depth and velocity verification will be performed. The verifications will be posted from the field tech's wireless laptop to CSL's secure .ftp site and then immediately reviewed by the Data Analyst while the field crew is at the site. The Project Engineer has the ultimate authority to direct the field crew to perform any additional checks, make any repairs or replace any equipment that is not performing optimally.

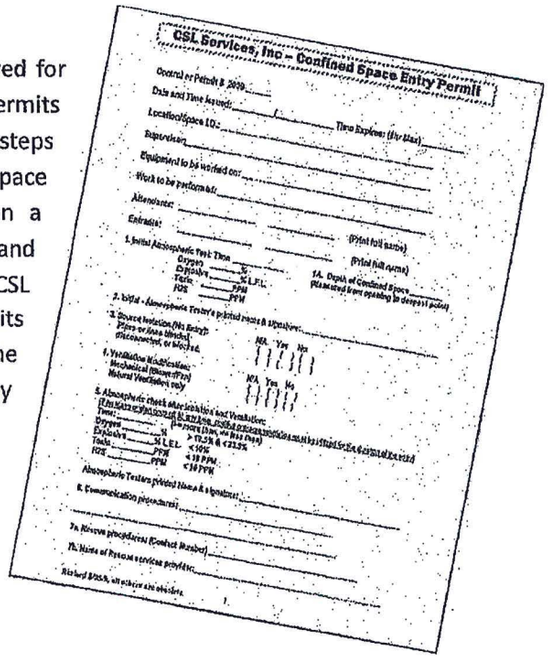
Site visits will be coordinated with the City such that a representative can be present during all installation and maintenance activities. CSL will meet or exceed the required 90% uptime at all sites, as this threshold is routinely exceeded on other projects.

B. FIELD SAFETY PLAN



In order to ensure that our technicians conduct field activities in a safe manner, CSL has invested significant time and effort into the development of our Health and Safety Plan Policy and Procedure Manual. The manual consists of 145 pages of carefully developed protocols for the safe execution of our work and is available upon request. The linchpin of this document is a strict set of confined space entry and recordkeeping procedures that are in full compliance with OSHA 29 CFR 1910.146 and 147. Each of our field technicians has received an 8 hour training course in this material and also completes annual refresher courses.

Confined Space Entry Permits are prepared for every manhole or vault decent. These permits confirm that each of several mandatory steps is completed prior to entry. Confined Space Entry Permits are audited internally on a weekly basis and by Certified Health and Safety Services, LLC on a quarterly basis. CSL maintains a "zero tolerance" policy with its field technicians when it comes to the failure to use gas meters or tripods for any manhole entry.



C. DATA COLLECTION AND ANALYSIS PLAN

Telog RU-33 recording telemetry units will be utilized at each site and the data will be automatically downloaded to CSL's secure website every night. Designated Alexander City and CH2MHill staff will be provided with a username and password that will allow them to view data from any computer with internet access at any time throughout the project. CSL conducts a two-tiered QC process on all data. First, the data will be reviewed by an experienced Project Engineer at least twice each week. The Project Engineer will review all data collected and scrutinize for any variations in trends that may indicate the need for additional investigation at the site. This review will include Continuity vs. Manning flow comparisons, depth vs. velocity scattergraph comparisons, hourly and daily tabular data comparisons, hydrograph comparisons and comparison to field verification reports. Second, after each 30 day period, the data analyst will submit all data to a CSL Professional Engineer for final QC and acceptance. This review will consist of a second review of raw data and field verification reports as well as a review of any QC actions made by the data analyst. For this project the Project Engineer role will be filled by Ms. Season Kelly, P. E. Final QC will be conducted on a rotating basis by our Senior Project Managers in New Jersey.

D. QUARTERLY MEETINGS

For over a year now, CSL has attended Quarterly meetings with the City and its consultant and presented a summary of the data recorded at the flow monitoring points and rain gauges. Performance Tables like the one shown in **Figure 2** are developed for each quarter that show the Average Daily Flow, Peak Daily Flow, Peak-to-Average Ratio, and the Peak Depth at each site.

Site	Average Daily Flow (MGD)	Peak Daily Flow (MGD)	Contributing Upstream Sites	Net Average Daily Flow (MGD)	Net Peak Daily Flow (MGD)	Peak to Average Ratio	Pipe Diameter (in)	Manhole Depth (in)	Peak Depth (in)
AC 1647	0.35	1.03	Independent	0.35	1.03	2.93	12	72	88
AC 2058	0.43	1.12	Independent	0.43	1.12	2.59	15	102	72
AC 3224	0.61	1.04	4579	0.48	0.24	0.50	30	152	7
AC 4014	0.54	1.69	Independent	0.54	1.69	3.15	15	96	103
AC 4026	0.31	1.00	Independent	0.31	1.00	3.18	15	96	70
AC 4569	0.05	0.09	Independent	0.05	0.09	1.82	10	132	10
AC 4579	0.13	0.80	Independent	0.13	0.80	6.14	26	141	10
AC 4976	1.13	1.57	Independent	1.13	1.57	1.39	15	60	6

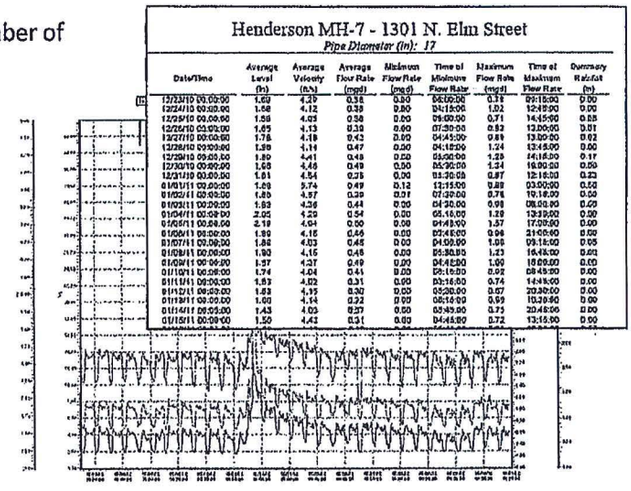
Figure 2 – Performance Table

In addition, any variances from historical trends are discussed.

E. ANNUAL REPORTS

Annual Reports can be formatted in a number of ways, but at a minimum will consist of the following:

- hydrographs of depth, velocity, flow rate and associated rainfall data;
- tabular reports of daily depth, velocity and flow rate, and rainfall statistics (minimum, maximum and average);
- site commentary including any observed anomalies in the data;
- Each of the Quarterly Performance Tables will be included.



Henderson MH-7 - 1301 N. Elm Street
Pipe Diameter (in): 17

Date/Time	Average Level (in)	Average Velocity (ft/s)	Average Flow Rate (mgd)	Minimum Flow Rate (mgd)	Time of Minimum Flow Rate	Maximum Flow Rate (mgd)	Time of Maximum Flow Rate	Summary Rainfall (in)
12/23/10 00:00:00	1.60	4.29	0.56	0.00	04:00:00	0.71	09:15:00	0.00
12/24/10 00:00:00	1.58	4.12	0.58	0.00	04:15:00	1.02	12:45:00	0.00
12/25/10 00:00:00	1.58	4.03	0.58	0.00	05:00:00	0.71	14:45:00	0.88
12/26/10 00:00:00	1.65	4.13	0.58	0.00	07:30:00	0.83	13:00:00	0.01
12/27/10 00:00:00	1.76	4.18	0.42	0.00	04:45:00	0.89	13:00:00	0.02
12/28/10 00:00:00	1.89	4.14	0.47	0.00	04:15:00	1.24	13:45:00	0.00
12/29/10 00:00:00	1.89	4.41	0.49	0.00	05:00:00	1.29	14:15:00	0.17
12/30/10 00:00:00	1.88	4.46	0.49	0.00	05:30:00	1.24	16:00:00	0.00
12/31/10 00:00:00	1.81	4.54	0.25	0.00	05:30:00	0.87	12:15:00	0.23
01/01/11 00:00:00	1.69	3.74	0.49	0.12	12:15:00	0.89	03:00:00	0.50
01/02/11 00:00:00	1.85	4.57	0.38	0.01	07:30:00	0.76	19:15:00	0.00
01/03/11 00:00:00	1.83	4.36	0.44	0.00	04:30:00	0.98	08:00:00	0.00
01/04/11 00:00:00	2.05	4.29	0.54	0.00	05:15:00	1.39	13:30:00	0.00
01/05/11 00:00:00	2.19	4.64	0.00	0.00	04:45:00	1.57	17:00:00	0.00
01/06/11 00:00:00	1.80	4.15	0.46	0.00	03:45:00	0.96	21:00:00	0.00
01/07/11 00:00:00	1.86	4.03	0.45	0.00	04:00:00	1.06	09:15:00	0.05
01/08/11 00:00:00	1.90	4.15	0.46	0.00	05:30:00	1.23	16:45:00	0.01
01/09/11 00:00:00	1.97	4.37	0.49	0.00	04:45:00	1.00	18:00:00	0.00
01/10/11 00:00:00	1.76	4.04	0.41	0.00	05:15:00	0.92	08:45:00	0.00
01/11/11 00:00:00	1.83	4.02	0.31	0.00	03:15:00	0.74	14:45:00	0.00
01/12/11 00:00:00	1.83	4.15	0.30	0.00	05:30:00	0.67	20:30:00	0.00
01/13/11 00:00:00	1.00	4.14	0.22	0.00	06:15:00	0.59	10:30:00	0.00
01/14/11 00:00:00	1.43	4.03	0.27	0.00	06:45:00	0.73	20:45:00	0.00
01/15/11 00:00:00	1.50	4.42	0.31	0.00	04:45:00	0.72	13:15:00	0.00

Figure 3 – Tabular Report

3. PROPOSER QUALIFICATIONS / EXPERIENCE

On most days, CSL has well over 500 flow meters installed and collecting data for its customers. We offer the following projects as evidence of our ability to perform the work described in the Request for Proposals and we encourage you to check our references.

A. Temporary Flow Monitoring Study

Alexander City, AL

March 2011 to July 2011 (Completed)
Contract Amount: $78,000
Client: City of Alexander City, AL
Contact: Mr. Gerard Brewer, P.E., City Engineer, (256) 409-2020

Key Team Members - Project Manager: Bill Dawson. Field Manager: Brandon Brasher. Data Analyst: Teresa Sulpizio. Data QC: Jim Harris.

CSL installed 25 flow meters and 2 rain gauges necessary to conduct this city-wide temporary flow monitoring study and I/I analysis. This project had a number of sites that were located in remote areas with extremely difficult access. Remote telemetry was utilized to ensure quality data and minimal down-time. A combination of Isco, American Sigma and ADS flow meters were installed. A prioritization of sub-systems based on severity of Rainfall Derived Inflow and Infiltration and High Groundwater Infiltration was developed. Subsequent source detection efforts have confirmed the findings of this study.

B. Temporary and Long Term Flow Monitoring Projects

Cleveland, TN

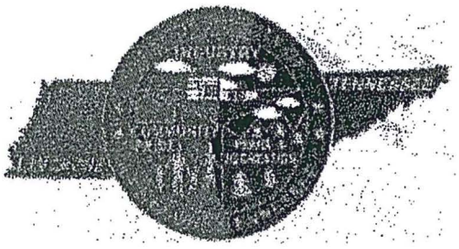
November 2010 to Present (Ongoing)
Contract Amount: $97,360 (Total Contracts)
Client: Cleveland Utilities
Contact: Mr. Greg Clark, P.E. (423) 478-9377

Key Team Members - Project Manager: Bill Dawson. Field Manager: Brandon Brasher. Data Analyst: Teresa Sulpizio. Data QC: Jim Harris.

CSL was retained to install temporary flow meters and rain gauges at key locations throughout the city and to identify which portions of the collection system contribute excessive I/I. Second and third phases of this project have now been completed and a fourth phase is about to begin. Meters have been installed in a total of 26 sites. In the subsequent phases, some of the original sites were used as anchors and more intensive monitoring is being conducted upstream of those locations. This will direct future I/I source detection and rehabilitation efforts. Each flow monitor is connected to a Telog RTU so that data can be viewed through a secure internet connection. Project included all aspects of flow meter installation, calibration, operation and maintenance, data collection, and data analysis. CSL installed five long-term flow meters in August 2011 and are providing monthly reports that will document rehabilitation effectiveness.

C. Temporary and Long Term Flow Monitoring Projects

La Vergne, TN



December 2011 to January 2013
Contract Amount: $59,380 (Total Contracts)
Client: City of La Vergne, TN
Contact: Mr. Neal Hall, P. E., CTI Engineers, (615)834-8300

Key Team Members - Project Manager: Bill Dawson. Field Manager: Brandon Brasher. Data Analyst: Teresa Sulpizio. Data QC: Jim Harris.

CSL was initially selected to perform a 6-month temporary flow study consisting of 6 flow meters and 1 rain gauge in the East Hurricane Creek portion of the City's wastewater collection system. The data collection period for that project will end in July. Prior to the completion of the temp study, the City decided to retain CSL to install flow meters on a long term basis at 5 more sites. These long term meters will be used to verify the accuracy of billing meters that are part of the Metro Nashville network.

D. Temporary Flow Monitoring Project

Cookeville, TN

COOKEVILLE
TENNESSEE

May 2012 to March 2013
Contract Amount: $43,720
Client: Gresham, Smith & Partners / City of Cookeville
Contact: Mr. Hal Humphrey, P.E., Senior Engineer (205) 298-9291

CSL was selected to perform temporary flow metering services for the City of Cookeville and to provide data for the calibration of a model that is being developed by Gresham, Smith & Partners. A total of 8 sites were selected after passing a rigorous evaluation process. In addition, 8 rain gauges were installed. A complete Infiltration / Inflow Analysis was undertaken, and sub-system prioritizations was developed for subsequent source detection and rehabilitation efforts.

E. Temporary Flow Monitoring Project

Arab, AL

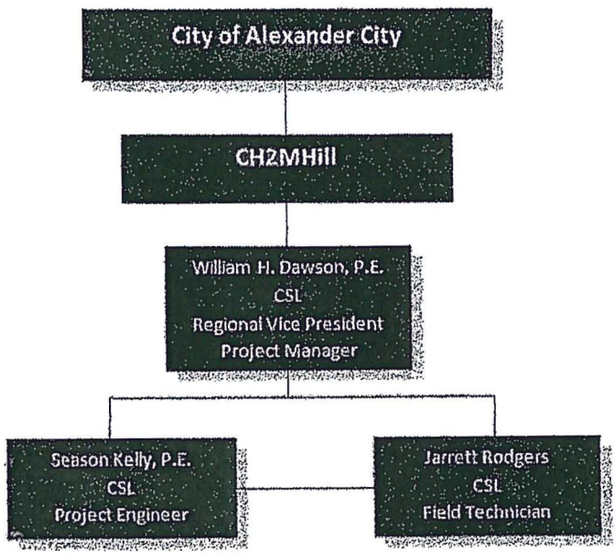
October 2011 to February 2012 (Completed)
Contract Amount: $41,200
Client: Arab Sewer Board
Contact: Mr. John Barnes, Manger (256) 586-6148

Key Team Members - Project Manager: Bill Dawson. Field Manager: Brandon Brasher. Data Analyst: Teresa Sulpizio. Data QC: Jim Harris.

The Arab Sewer Board operates 2 wastewater treatment plants, Gillam Creek and Riley Maze. Peak flows during wet weather are issues in both collection systems. CSL installed a total of 12 flow meters and 2 rain gauges – 6 meters and 1 rain gauge in each system. The data collection period lasted for two months. The data was used to identify areas with excessive inflow and infiltration. The project involved all aspects of flow meter installation, calibration, operation and maintenance, data collection, data analysis and reporting.

4. STAFFING

Our Project Team will consist of a group of people who have worked together on over two dozen flow monitoring studies, Infiltration/Inflow Analyses and SSES projects in the past 3 years. Bill Dawson, P. E. is a Registered Professional Engineer and will serve as our Project Manager for this job. Mr. Dawson has directed well over 100 flow monitoring and SSES projects during his 25 plus years in this business and has successfully performed these services for Alexander City. Season Kelly, P. E. will serve as our Project Engineer for this project and will be responsible for all data QA/QC. She has over 10 years of experience and can point to over 100 successful flow studies during her career. Jarrett Rodgers is a Field Tech with CSL and will be the Crew Leader dedicated to the maintenance of this equipment throughout the project. Mr. Rodgers has been working on the Alexander City project for the past 2 years. Ms. Kelly and Mr. Dawson will prepare the all reports. Each person on our team knows his or her role, and our projects are completed on time and within budget.



CSL Services, Inc. *Customized Solutions to your Flow Metering Needs*

William H. (Bill) Dawson, PE
CSL South, Inc.
1311 Legacy Drive
Birmingham, AL 35242

Mr. Dawson has more than 25 years of experience in the areas of municipal water and wastewater engineering, construction, and maintenance programs. He has managed over 100 I/I and SSES programs and regulatory compliance efforts. He has also directed the installation and maintenance of large-scale long-term flow monitoring projects and has experience with design and construction phase activities for numerous wastewater collection, conveyance, and pump station projects, as well as water supply and distribution projects. Mr. Dawson is responsible for CSL's business development and operations activities in the Southern U.S.

Technical Expertise

Infiltration /Inflow (I/I), SSES, and capacity analyses; State and Federal regulatory compliance; water/wastewater collection, conveyance, and pumping; water/wastewater permitting; municipal engineering and project management; business development and client management.

Selected Representative Projects:

Alexander City (AL) Temporary Flow Monitoring Study – This project consisted of a total of 25 flow meters and 2 rain gauges that collected data for a period of 60 days. Telog remote telemetry units were utilized to collect data and monitor meter performance. A priority table was developed to identify target areas and develop source detection schedules and budgets.

Cleveland (TN) Utilities Board – Several projects conducted since 2010 have included a total of 26 temporary flow meters, 5 long term flow meters, 500+ manhole inspections and 100,000+ LF of smoke testing.

Demopolis (AL) Water Works and Sewer Board – This temporary flow study consisted of 9 flow meters and 1 rain gauge and a data collection period of 60 days. A priority table was developed to identify target areas and develop source detection schedules and budgets and a comparison of flows to gage heights at the USGS station on the Tombigbee River was conducted.

Education

BE/1987/Civil Engineering; Vanderbilt University

Certifications, Affiliations and Special Training

Professional Engineer, Alabama
Collection Systems Committee, AWEA
MACP/PACP Certified
OSHA 29 CFR 1910.146 & 147

CSL Services, Inc. — Customized Solutions to your Flow Metering Needs

Jarrett Rodgers
CSL South, Inc.
1311 Legacy Drive
Birmingham, AL 35242

Mr. Rodgers is a Field Technician for CSL South and has completed over two dozen successful projects in Alabama, Kentucky, South Carolina and Tennessee over the past two years. He has extensive hands-on experience with flow meters and software offered by Hach/American Sigma, Isco, FlowAV and ADS and with remote telemetry equipment and software offered by Telog.

Technical Expertise

All aspects of wastewater flow monitoring installation, calibration and maintenance; flow monitoring software; manhole inspections; database recordkeeping; electronics maintenance. Confined Space Entry documentation and recordkeeping.

Selected Representative Projects

Alexander City (AL) Long Term Flow Monitoring – Mr. Rodgers has been working on this project which consists of 8 long term flow monitors for the past year and a half. Quarterly performance tables are developed that present Average Daily Flow, Peak Daily Flow, Peak-to-Average Ratio, and the Peak Depth at each site.

Cleveland (TN) Utilities Board – Several projects conducted since 2010 have included a total of 26 temporary flow meters, 5 long term flow meters, 500+ manhole inspections and 100,000+ LF of smoke testing.

Lewisburg (TN) Sewer Department – Temporary flow study consisted of 10 flow meters and 2 rain gauges for a period of 60 days. A priority table was developed to identify target areas and develop source detection schedules and budgets.

Demopolis (AL) Water Works and Sewer Board – This temporary flow study consisted of 9 flow meters and 1 rain gauge and a data collection period of 60 days. A priority table was be developed to identify target areas and develop source detection schedules and budgets and a comparison of flows to gage heights at the USGS station on the Tombigbee River was conducted.

Henderson (KY) Water Utility – This 90-day flow study was conducted in the combined sewer portion of the Henderson collection system and the data was used to accurately size a new pump station. Telog remote telemetry units were utilized with all flow meters.

Certifications and Special Training

OSHA 29 CFR 1910.146 & 147

Season Kelly
CSL Services, Inc.
1311 Legacy Drive
Birmingham, AL 35242

Ms. Kelly is a Registered Professional Engineer in the State of Alabama and has over 10 years of experience in flow monitoring projects. Among her many skills is her ability to write Access databases that work with monitoring software to streamline report findings and conclusions.

Employment History

CSL Services, Inc.- Project Engineer from April 2015 to Present. Duties include all aspects of data acquisition, processing, analysis and project report generation. Duties further include hiring, training, and supervision of all data and office personnel, and overall responsibility for data quality and final reporting of data for flow metering projects.

ADS Environmental Services, Inc. - Project Engineer from July 2004 to April 2015. Responsible for wastewater system evaluation, rehabilitation, capacity analysis and Infiltration/Inflow analysis for clients in detailed reports.

Selected Representative Projects

Alexander City (AL) Long Term Flow Monitoring – Ms. Kelly has been responsible for this project which consists of 8 long term flow monitors for the past six months. Quarterly performance tables are developed that present Average Daily Flow, Peak Daily Flow, Peak-to-Average Ratio, and the Peak Depth at each site.

Cleveland (TN) Utilities Board – Several projects conducted in 2010 and 2011 included a total of 20 temporary flow meters, 5 long term flow meters, 500+ manhole inspections and 100,000+ LF of smoke testing.

Tuscaloosa (AL) Long Term Flow Monitoring – This project consisted of the installation and maintenance of a long term flow monitoring network that includes 13 flow meters and 5 rain gauges for a period of 12 months. Quarterly reports with performance tables are included. This project has been renewed for 2 subsequent 12 month periods.

EDUCATION

BS in Civil Engineering / 1998 / University of Alabama at Birmingham-Birmingham, AL

E-Verify

Company ID Number: 832121

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the CSL Services, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 832121

Approved by:

Employer CSL Services, Inc.	
Name (Please Type or Print) Bruce Cohen	Title
Signature Electronically Signed	Date 11/24/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

E-Verify

Company ID Number: 832121

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CSL Services, Inc.
Company Facility Address	7905 Browning Road Suite 316 Pennsauken, NJ 08109
Company Alternate Address	
County or Parish	CAMDEN
Employer Identification Number	571164050
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

E-Verify

Company ID Number: 832121

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NEW JERSEY	1 site(s)

E-Verify

Company ID Number: 832121

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Bruce Cohen
Phone Number	(856) 755 - 9440
Fax Number	(856) 755 - 9445
Email Address	ssnyder@cslservices.com

MEMORANDUM

Alexander City Sanitary Sewer System Comprehensive Rehabilitation Program (SSCRP -Year 6) – Long Term Flow Monitoring

TO: Gerard Brewer/City of Alexander City

COPIES: John McWhorter/City of Alexander City

FROM: Dana Raughton/CH2M

DATE: November 2, 2015

In October 2010, the City of Alexander City initiated a comprehensive sewer inspection and rehabilitation program in order to minimize sanitary sewer overflows (SSOs), improve the condition of the sewer assets and the overall level of service to its sewer customers. It has been determined that long-term flow monitoring is necessary to benchmark flows, assess program effectiveness, and measure progress with respect to reduction of extraneous infiltration and inflow (I/I) in the sewer system that reduces available sewer treatment capacity.

A Request for Proposals (RFP) was submitted to three firms on October 6, 2015. One firm responded with a letter stating that due to their heavy work volume, no proposal would be submitted although they were appreciative of the request. Another firm did not respond. The third firm, CSL Services, Inc., submitted a proposal that appears to satisfy the City's requirements for long term flow monitoring specified in the RFP. It is recommended that the City Council approve the request for the Mayor to enter into a 12 month contract with CS Services, Inc. to conduct long term flow monitoring.

In addition, the proposal by CSL Services, Inc. for $53,800 is well within the amount of $60,000 that was budgeted by the City for this effort. Any delay in approving this work may result in missing important data obtained via flow monitoring. The schedule of costs proposed by CSL Services, Inc. is attached to this letter for reference.

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RESOLUTION NO. 16-17

WHEREAS, the City of Alexander City, Alabama, was funded for a 2015 grant from the Federal Aviation Administration (FAA 90%) the Alabama Department of Transportation (ALDOT 5%) and the City of Alexander City (City 5%) to construct a north parallel taxiway at the T.C. Russell Field Airport, and

WHEREAS, the City did contract with Gary Ingram Grading and Paving, Inc. for the construction of said project with a per unit contract, and

WHEREAS, certain unit quantities put in place during the most recent construction billing period exceeded the original engineering estimate, resulting in a net increase of $3,698.28, bringing the new contract price from $955,451.57 to $959,149.85.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a Change Order # 2 to increase the contract with Gary Ingram Grading and Paving, Inc. in the amount of $3,698.28, with the FAA share being $3,328.45 and the ALDOT and the City's share being $184.92 each.

ADOPTED this 21st day of December, 2015.

James D. Ingram
President of the City Council

APPROVED this 21st day of December, 2015.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-17 which was duly adopted by the City Council on this 21st day of December, 2015.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 21st day of December, 2015.

Harriett C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

GARVER
www.GarverUSA.com

Construction Contract Change Order

Project: Thomas C. Russell Field Airport - North Parallel Taxiway Extension AIP # 3-01-0005-016-2015 Garver Job No. 14051240	**Change Order No.** 2 **Date Prepared:** November 2, 2015 **Prepared by:** Garver - Jennifer Harp
Owner: The City of Alexander City 4 Court Square and/or P.O. Box 552 Alexander City, AL 35011	**Contractor:** Gary Ingram Grading & Paving, Inc. 1767 Griffin Shoals Road Dadeville, AL 36853

Description of Work Included in Contract
North Parallel Taxiway Extension

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

C. Base Bid and Add Alternate 1 awarded concurrently. Earthwork rehandling not required.

D. Rock Excavation Complete. Quantity modified to reflect rock encountered.

E. Fencing Layout modified in the field. Quantities modified to reflect fencing installed and/or removed.

F. Rock Backfill used to fill abandoned septic tank.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
BASE BID:									
C.	P-152-4.1	UNCLASSIFIED EXCAVATION - Base Bid	CY	14,100	$9.35	15,553	$9.35	$131,835.00	$145,420.55
D.	P-152-4.2	ROCK EXCAVATION	CY	335	$90.85	677	$90.85	$30,434.75	$61,505.45
E.	F-162-5.1	CHAIN LINK FENCE, 6 FEET HIGH, PLUS BARBED WIRE	LF	1,550	$15.00	1,580	$15.00	$23,250.00	$23,700.00
E.	F-162-5.3	4' PEDESTRIAN GATE	EACH	1	$500.00	0	$500.00	$500.00	$0.00
E.	F-162-5.4	FENCE REMOVAL	LF	1,928	$2.75	1,900	$2.75	$5,302.00	$5,225.00
ADD ALTERNATE 1:									
C.	P-152-4.1	UNCLASSIFIED EXCAVATION - Add Alternate 1	CY	3,660	$11.88	0	$11.88	$43,480.80	$0.00
CHANGE ORDER ADDITIONS:									
F.	CO#2.1	SEPTIC TANK BACKFILL (#57 STONE)	TONS	0	$99.73	27	$99.73	$0.00	$2,649.83
							Summation of Cost	$234,802.55	$238,500.83
							Net Cost for this Change Order		$3,698.28

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	$997,619.97
Previously Approved Changes	($42,168.40)
This Change Order	$3,698.28
New Contract Amount	$959,149.85

Time Change	
Contract Start Date	August 24, 2015
Original Contract Time (calendar days)	180
Previously Approved Changes (calendar days)	0
Additional Contract Time This Change Order (calendar days)	
Suspended Time (calendar days)	
New Construction Completion Date	February 20, 2016

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE **Engineer: Garver**	Jennifer H Harp Engineer's Signature	Proj. Mgr Title	12-16-15 Date
ACCEPTED BY CONTRACTOR	[signature] Contractor's Signature	V.P. Title	12-16-15 Date
APPROVED BY OWNER	Charles R. Shaw, Jr. Owner's Signature	Mayor Title	12/21/2015 Date

GARVER
www.GarverUSA.com

Construction Contract Change Order

Project: Thomas C. Russell Field Airport - North Parallel Taxiway Extension AIP # 3-01-0005-016-2015 Garver Job No. 14051240	**Change Order No.** 2 **Date Prepared:** November 2, 2015 **Prepared by:** Garver - Jennifer Harp
Owner: The City of Alexander City 4 Court Square and/or P.O. Box 552 Alexander City, AL 35011	**Contractor:** Gary Ingram Grading & Paving, Inc. 1767 Griffin Shoals Road Dadeville, AL 36853

Description of Work Included in Contract
North Parallel Taxiway Extension

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

C. Base Bid and Add Alternate 1 awarded concurrently. Earthwork rehandling not required.

D. Rock Excavation Complete. Quantity modified to reflect rock encountered.

E. Fencing Layout modified in the field. Quantities modified to reflect fencing installed and/or removed.

F. Rock Backfill used to fill abandoned septic tank.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
BASE BID:									
C.	P-152-4.1	UNCLASSIFIED EXCAVATION - Base Bid	CY	14,100	$9.35	15,553	$9.35	$131,835.00	$145,420.55
D.	P-152-4.2	ROCK EXCAVATION	CY	335	$90.85	677	$90.85	$30,434.75	$61,505.45
E.	F-162-5.1	CHAIN LINK FENCE, 6 FEET HIGH, PLUS BARBED WIRE	LF	1,550	$15.00	1,580	$15.00	$23,250.00	$23,700.00
E.	F-162-5.3	4' PEDESTRIAN GATE	EACH	1	$500.00	0	$500.00	$500.00	$0.00
E.	F-162-5.4	FENCE REMOVAL	LF	1,928	$2.75	1,900	$2.75	$5,302.00	$5,225.00
ADD ALTERNATE 1:									
C.	P-152-4.1	UNCLASSIFIED EXCAVATION - Add Alternate 1	CY	3,660	$11.88	0	$11.88	$43,480.80	$0.00
CHANGE ORDER ADDITIONS:									
F.	CO#2.1	SEPTIC TANK BACKFILL (#57 STONE)	TONS	0	$99.73	27	$99.73	$0.00	$2,649.83
							Summation of Cost	**$234,802.55**	**$238,500.83**
							Net Cost for this Change Order		**$3,698.28**

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	$997,619.97
Previously Approved Changes	($42,168.40)
This Change Order	$3,698.28
New Contract Amount	$959,149.85

Time Change	
Contract Start Date	August 24, 2015
Original Contract Time (calendar days)	180
Previously Approved Changes (calendar days)	0
Additional Contract Time This Change Order (calendar days)	
Suspended Time (calendar days)	
New Construction Completion Date	February 20, 2016

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE **Engineer: Garver**	Jennifer H. Harp Engineer's Signature	Proj. Mgr. Title	12-16-15 Date
ACCEPTED BY CONTRACTOR	[signature] Contractor's Signature	V.P. Title	12-16-15 Date
APPROVED BY OWNER	Charles R. Shaw, Sr. Owner's Signature	Mayor Title	12/21/2015 Date

GARVER
www.GarverUSA.com

Construction Contract Change Order

Project: Thomas C. Russell Field Airport - North Parallel Taxiway Extension AIP # 3-01-0005-016-2015 Garver Job No. 14051240	**Change Order No.** 2 **Date Prepared:** November 2, 2015 **Prepared by:** Garver - Jennifer Harp
Owner: The City of Alexander City 4 Court Square and/or P.O. Box 552 Alexander City, AL 35011	**Contractor:** Gary Ingram Grading & Paving, Inc. 1767 Griffin Shoals Road Dadeville, AL 36853

Description of Work Included in Contract
North Parallel Taxiway Extension

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

C. Base Bid and Add Alternate 1 awarded concurrently. Earthwork rehandling not required.

D. Rock Excavation Complete. Quantity modified to reflect rock encountered.

E. Fencing Layout modified in the field. Quantities modified to reflect fencing installed and/or removed.

F. Rock Backfill used to fill abandoned septic tank.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
BASE BID:									
C.	P-152-4.1	UNCLASSIFIED EXCAVATION - Base Bid	CY	14,100	$9.35	15,553	$9.35	$131,835.00	$145,420.55
D.	P-152-4.2	ROCK EXCAVATION	CY	335	$90.85	677	$90.85	$30,434.75	$61,505.45
E.	F-162-5.1	CHAIN LINK FENCE, 6 FEET HIGH, PLUS BARBED WIRE	LF	1,550	$15.00	1,580	$15.00	$23,250.00	$23,700.00
E.	F-162-5.3	4' PEDESTRIAN GATE	EACH	1	$500.00	0	$500.00	$500.00	$0.00
E.	F-162-5.4	FENCE REMOVAL	LF	1,928	$2.75	1,900	$2.75	$5,302.00	$5,225.00
ADD ALTERNATE 1:									
C.	P-152-4.1	UNCLASSIFIED EXCAVATION - Add Alternate 1	CY	3,660	$11.88	0	$11.88	$43,480.80	$0.00
CHANGE ORDER ADDITIONS:									
F.	CO#2.1	SEPTIC TANK BACKFILL (#57 STONE)	TONS	0	$99.73	27	$99.73	$0.00	$2,649.83
							Summation of Cost	$234,802.55	$238,500.83
							Net Cost for this Change Order		$3,698.28

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New Construction Completion Date	February 20, 2016

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE **Engineer: Garver**	Jennifer H. Harp Engineer's Signature	Proj. Mgr Title	12-16-15 Date
ACCEPTED BY CONTRACTOR	[signature] Contractor's Signature	V.P. Title	12-16-15 Date
APPROVED BY OWNER	Charles R. Shaw, Jr. Owner's Signature	Mayor Title	12/21/2015 Date

RESOLUTION NO. 16-18

WHEREAS, the City of Alexander City, Alabama, has bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12 and needs to engage a company to compile and maintain such requirements, provide notice of and file rating changes, offer ongoing training, file and disseminate information in connection with the bond issues, and assist in developing policies and procedures for secondary municipal market securities requirements, and

WHEREAS, the City of Alexander City, Alabama, has received a quote from DAC Bond for the SEC Post-Issuance Compliance Services needed to keep the City's bond information up to date, and

WHEREAS, this will be an ongoing service and the service will have a set-up fee of existing undertakings and new bond issue of $2,500.00 and ongoing annual filing/storage fee of $1,500.

WHEREAS, the City of Alexander City, Alabama, requests a contract agreement with DAC Bond for assisting in development of written SEC policies and procedures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a Pricing Agreement with DAC Bond of Orlando, Florida , in an amount not to exceed $4,000 for the year 2016.

ADOPTED this 4th day of January, 2016.

James D. Shaw
President of the Council

APPROVED this 4th day of January, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-18 which was duly adopted by the City Council on this 4th day of January, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, the 4th day of January, 2016.

S E A L

Harriett C Scott
As City Clerk of the
City of Alexander City, Alabama

SEC POST-ISSUANCE COMPLIANCE SERVICES
PRICING AGREEMENT
ALEXANDER CITY, ALABAMA

Alexander City, Alabama (the "City") has bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12, and hereby engages DAC to compile and maintain undertaking requirements, provide notice of and file rating changes, offer ongoing training, file and disseminate information provided to DAC in connection with its bond issues, and assist in developing policies and procedures for secondary municipal market securities requirements. The City may apply the DAC Bond™ logo to future bond issues alerting regulatory bodies, rating agencies, broker-dealers and investors of ongoing information filings to the DAC system upon the execution of the Continuing Disclosure Agreement by both parties. DAC will provide the following services in its role as Disclosure Dissemination Agent for all bond issues listed in the attached Exhibit A. The City is responsible for notifying DAC of any changes to CUSIP numbers, including but not limited to, new CUSIPs assigned to existing bonds due to a remarketing or refunding.

DAC will:

1. Assist in the collection of all relevant data required under the City's current and/or future SEC Rule 15c2-12 obligations.
2. Review the historical information on file at EMMA and update or create filings as instructed by the issuer representative.
3. Provide templates in Excel format for completion of all operating data as required by each Continuing Disclosure Agreement (or the "Continuing Disclosure" summary section where the Continuing Disclosure Agreement is not shown as an exhibit or appendix in the Official Statement or provided separately to DAC) to meet EMMA formatting and identification requirements for all filings effective July 1, 2009.
4. Establish an automated tickler system with reporting due dates as required in each Continuing Disclosure Agreement (or the "Continuing Disclosure" summary section where the Continuing Disclosure Agreement is not shown as an exhibit or appendix in the Official Statement or provided separately to DAC) and linked to the Excel template prepared as stated above.
5. Provide notification for rating agencies' actions affecting any outstanding bonds.
6. Disseminate and provide receipt of all filings of ongoing financial information, material event notices, irrevocable failure to file notices, press releases, management discussions, and supplemental information to EMMA.
7. Offer a minimum of 12 hours of continuing education annually as approved by the National Boards of Accountancy (NASBA)
8. Assist in developing written SEC policies and procedures.

For the services outlined above, DAC charges a one-time $2,500 set-up fee for each new issue, including direct bank loans and private placements, and a $1,000 set-up fee for each remarketing issue, $1,000 set-up fee for each existing issue and a $1,500 annual filing fee. The total fees due, are:

Set-up fee of existing undertakings + new bond issue	$ 2,500
Ongoing annual filing/storage fee	1,500
Due Upon Execution	$ 4,000

The services and this contract in its entirety described herein will be exclusively performed in Florida. DAC will bill for its services at the time of initial set-up on the DAC system, prior to releasing information to investors. All bond calls, defeasance notices or other material event notices will be disseminated by DAC at a cost of $250.00 each, billed annually. This agreement may be cancelled by either party with thirty (30) day written notice.

DAC Bond™ 390 N. Orange Avenue, 17th Floor, Orlando, FL 32801
Ph. 407-515-1100 Fax 407-515-6513 www.dacbond.com

By: Paula Stuart	By: Charles R. Shaw, Sr.
Paula Stuart CEO Digital Assurance Certification Dated: December 4, 2015	Name: Charles R. Shaw, Sr. Title: Mayor Alexander City, Alabama Agreed to and effective on this date:

Any assistance services provided by DAC are not intended to be "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), and you acknowledge that DAC shall not be acting as a "municipal advisor" with respect to your "municipal financial products" or the "issuance of municipal securities" (as such terms are defined in the Act).

DAC will make the System available to the City subject to the Terms of Use posted on the System. The City acknowledges and agrees that the Terms of Use form a part of this Agreement and agrees to comply with the Terms of Use in its use of the System. The City understands that to use the System, each of the City's registered users must acknowledge acceptance of the Terms of Use on the City's behalf, and the City represents that its users are authorized to accept the Terms of Use on the City's behalf. The City may not use the System with respect to any bond issues of any third party or for any bonds issued by the City other than the Bonds.

The DAC System is protected by one or more pending and/or issued patent applications, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The System is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual elements making up the System are also copyrighted works. The City agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the System. DAC grants the City a limited license to access and make personal use of the System solely in accordance with this Agreement. Any unauthorized use of the System shall terminate the permission or license granted to the City by DAC and will make any further use of the System an infringement of DAC's intellectual property rights. All rights not expressly granted under this Agreement are reserved by DAC.

RESOLUTION NO. 16-19

WHEREAS, the City Council of the City of Alexander City, Alabama, did adopt Ordinance No. 2014-15 on July 21, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Alexander City, Alabama, be and are hereby approved and designate the following list of contractors, companies, enterprises, or individuals to perform work in relation to weed abatement in accordance with said Ordinance No. 2014-15.

Dean,Chad dba Absolute Lawn Care
Grant,William dba Grant's Lawn Service
Looney,Thomas dba Looney Lawn Care & Clean UP
Russell,Obie dba Obie's Lawn Service

ADOPTED this 25th day of January, 2016.

James D. Spann
President of the Council

APPROVED this 25th day of January, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hannah C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-19 which was duly adopted by the City Council on this 25th day of January, 2016.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 25th day of January, 2016.

Hannah C. Scott
As City Clerk of the
City of Alexander City, Alabama

S E A L

Harriett Scott

From: Kristen Powell
Sent: Thursday, January 21, 2016 12:13 PM
To: Harriett Scott
Cc: Mayor; Gaines Hodnett
Subject: Weed Abatement Contractors
Attachments: Resolution (approved contractors).pdf

Attached is the resolution signed by the Council approving the list of weed abatement contractors for 2015. Proof of insurance was not required then and should not be required to approve the list of weed abatement agents for the 2016 year. I understand the need for the agent to carry it, and we will have proof of insurance before the agent commences in any work they are hired for by the City. The notification of the agent providing proof of insurance prior to the scheduled council meeting on Monday, January 25, 2016, was extremely short notice and will not be provided by the time of the meeting. With consideration that I submitted this request to be on the agenda on January 4, 2016, for the list of weed abatement agents to be approved for the next scheduled council meeting, I am now requesting that the list still be on the agenda for approval by the Council.

Also, we are requesting the Ordinance that requires proof of insurance for these contractors so that we can keep it in our records. We were not informed of any changes.

KRISTEN POWELL
ADMINISTRATIVE ASSISTANT
BUILDING DEPT.
ALEXANDER CITY
4 COURT SQUARE | P. O. BOX 552
ALEXANDER CITY, AL 35011
(O) 256.329.6712 | (C) 256.596.2759
EMAIL | WEBPAGE

Harriett Scott

From: John Dark <jdark@darkinsuranceagency.com>
Sent: Thursday, January 21, 2016 11:42 AM
To: Harriett Scott
Subject: RE: contractor for weed abatement

Harriet,
Any contractor awarded the work for weed abatement (before work is started) should furnish the City of Alexander City with a Certificate of Insurance from their insurance carrier showing Commercial General Liability limits of $1,000,000 each occurrence/$2,000,000 aggregate. Also, the Certificate should show Workmen's Compensation coverage with Employers Liability limits of $1,000,000 /$1,000,000/$1,000,000.
Certificate should show the City of Alexander City as an additional insured. Lastly, the Certificate should show a Waiver of Subrogation in favor of City of Alexander City for both Comm General Liability & Workmen's Compensation.
Most companies also require the certificate of insurance to show automobile liability with limits $1,000,000 combined single limit.
Ya'll review and if we need to talk, give me a call and I'll run down there.
Regards,
John D

p.s. this is a good practice for any subcontractors that ya'll hire to do work for the city.

From: Harriett Scott [mailto:harriett.scott@alexandercityal.gov]
Sent: Thursday, January 21, 2016 10:30 AM
To: John Dark <jdark@darkinsuranceagency.com>
Subject: contractor for weed abatement

Please send me something in writing about the required
Insurance to contract for the city
The information contained in this e-mail and any accompanying documents are confidential, may be privileged, and is intended solely for the person and/or entity to whom it is addressed (i.e. those identified in the "To" and "cc" fields). They are the property of the City of Alexander City . Unauthorized review, use, disclosure, or copying of this communication, or any part thereof, is strictly prohibited and may be unlawful. If you have received this e-mail in error, please notify the sender and delete the e-mail, attachments, and any copies from your system. Thank you for your cooperation.

Harriett Scott

From: Harriett Scott
Sent: Wednesday, January 20, 2016 5:48 PM
To: Kristen Powell
Subject: Resolution for contractors weed abatement

I need a copy of the applications from these contractors to go with the resolutions –the application needs to have insurance, W-9, business license both city and state

Thank You
Harriett

RESOLUTION NO. 15-39

WHEREAS, the City Council of the City of Alexander City, Alabama, did adopt Ordinance No. 2014-15 on July 21, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Alexander City, Alabama, be and are hereby approved and designate the following list of contractors, companies, enterprises, or individuals to perform work in relation to weed abatement in accordance with said Ordinance No. 2014-15.

1. JAMIE BLAIR dba DIXIE LAWN CARE
2. DAVID M. BOWEN dba BOWEN & SONS LAWN SERVICE
3. ROBERT CHARSHA dba RC LANDSCAPING
4. CHAD DEAN dba ABSOLUTE LAWN CARE
5. DUSTY FLOYD dba FLOYD'S PROFESSIONAL TREE SERVICE
6. MARK GIDDENS dba GIDDEN'S SAWN SERVICE
7. WILLIAM GRANT dba GRANT'S LAWN SERVICE
8. THOMAS LOONEY dba LOONEY'S LAWN CARE & CLEAN
9. KEN RICHARDSON dba LAKE MARTIN LANDSCAPING, LLC.
10. FRED WAGENEUBHR dba GREENSCAPES
11. MICHAEL WHETSTONE dba G & M HANDYMAN

ADOPTED this 20th day of January, 2015.

Robert Howard
President of the Council

APPROVED this 20th day of January, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hewett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 15-39 which was duly adopted by the City Council on this 20th day of January, 2015.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 20th day of January, 2015.

Hewett C. Scott
As City Clerk of the
City of Alexander City, Alabama

SEAL

ORDINANCE NUMBER: 2014-15

WEED ABATEMENT

WHEREAS, the City of Alexander City, Alabama, is a municipal corporation under the laws of the State of Alabama, and

WHEREAS, the City of Alexander City, Alabama, finds it necessary and desirable to deal with the issue of weeds, underbrush and/or overgrown grass areas within the city limits to provide for the health and sanitation of its citizens by regulating public nuisances;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALEXANDER CITY, ALABAMA, AS FOLLOWS:

SECTION I: Authority to abate public nuisance.

Any abundance of weeds, underbrush and/or overgrown grass within the city limits of Alexander City that is injurious to the general public health, safety, and general welfare by providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, and pests; or attaining heights and dryness that constitute a serious fire threat or hazard; or bearing wingy or downy seeds, when mature, that cause the spread of weeds, underbrush and/or overgrown grass and, when breathed, irritation to the throat, lungs, and eyes of the public; or hiding debris, such as broken glass or metal, that could inflict injury on a person going upon the property; or being unsightly; or a growth of weeds, underbrush and/or overgrown grass, other than ornamental plant growth, that exceeds 12 inches in height, may be declared to be a public nuisance by the City Council and abated as provided in this Ordinance. The term "city limits" as defined in this Ordinance does not include the police jurisdiction of Alexander City.

SECTION II: Weeds, underbrush and/or overgrown grass may be declared public nuisance; resolution to abate.

Whenever any weeds, underbrush and/or overgrown grass are growing upon any street, sidewalk, or private property, the City Council may, by resolution, declare the weeds, underbrush and/or overgrown grass to be a public nuisance and order its abatement. The resolution shall refer to the street by the name under which it is commonly known or describe the property upon which or in front of which the nuisance exists by giving a legal description of the property and no other description of the property shall be required. Any number of streets, sidewalks, or parcels of private property may be included in one resolution. This Ordinance shall not apply to any property that has been zoned agricultural property.

SECTION III: Notice.

(a) After the passage of the resolution, notice of a public hearing on the matter shall be given by certified mail, return receipt requested, mailed 21 days prior to the date of the hearing and shall inform the owner of the time, date, and place of the hearing and the reason for the hearing. The notice shall be mailed to the owner of the property as the information appears on record in the office of the tax assessor.

(b) All notices shall carry a list of names of persons or private contractors, or both, who perform the work and are registered with the municipal clerk. The names shall not constitute a recommendation and the failure to include a list shall in no way affect the operation of this Ordinance.

(c) Notice shall also be given by publication in a newspaper of general circulation published in the municipality once a week for two consecutive weeks, or if no newspaper is published in the municipality, notice shall be posted in three public places located in the municipality for at least 21 days prior to the hearing.

(d) In addition, two signs shall be conspicuously posted on the property. The wording of the signs shall not be less than one inch in height and shall be in substantially the following form:

NOTICE TO DESTROY WEEDS, UNDERBRUSH AND/OR OVERGROWN GRASS

Notice is hereby given that on the _____day of_____, 2___ at _____ A.M./P.M. in the Council chamber, the City Council of the City of Alexander City will consider a resolution regarding the weeds, underbrush and/or overgrown grass growing upon or in front of the property _____ Street, in the City of Alexander City, and more particularly described in the resolution, a copy of which is on file in the office of the City Clerk; and at that time and place will determine whether the weeds, underbrush and/or overgrown grass constitute a public nuisance which shall be abated by removal of the noxious or dangerous weeds, underbrush and/or overgrown grass; and, if so, will order the abatement and removal of the nuisance. If abatement and removal are ordered, the cost of abatement and removal shall be assessed upon the lots and lands from which or in front of which the weeds, underbrush and/or overgrown grass are removed, and the cost shall be added to the next regular bills for taxes levied against the respective lots and lands for municipal purposes. The costs shall be collected at the same time and in the same manner as ordinary municipal taxes are collected. The costs shall be subject to the same commissions and fees and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

If no objections are filed with the City Clerk at least five days before the meeting of the Council and unless the person appears before the Council in person or through his or her representative to show cause, if any, why his or her objection should be sustained, it shall be presumed that the person accepts the notice as fact and waives any rights he or she may have to contest the removal of the weeds, underbrush and/or overgrown grass and the action of the Council shall be final unless good and sufficient cause can be otherwise shown.

Reference is hereby made to the resolution, on file in the office of the City Clerk, for further particulars.

Dated this _____day of _____, 2_____.

CITY OF ALEXANDER CITY

_____

CITY CLERK

(e) The notice shall be posted at least seven days prior to the time for hearing objections by the City Council of the City of Alexander City.

SECTION IV: Hearing:

If objections are filed, at the time stated in the notice, the City Council of Alexander City shall hear and consider all evidence, objections, and protests regarding the proposed removal of weeds, underbrush and/or overgrown grass. The City Council may continue the hearing from time to time. Upon the conclusion of the hearing, the City Council, by resolution, shall decide whether a public nuisance exists and, if so, shall order it to be removed or abated with respect to any property or part thereof described. The City Council, by passage of the resolution, shall be deemed to have acquired jurisdiction to proceed and either to perform or have performed the work of removal or abatement with respect to the property or part thereof. The decision of the City Council on the matter shall be deemed final and conclusive.

SECTION V: Abatement of nuisance.

(a) After the City Council passes the resolution finding the conditions of the property to be a nuisance and ordering its abatement, all employees and duly authorized agents of the City may enter upon the private property to abate the nuisance.

(b) The City Council may authorize private contractors, companies, enterprises, or individuals to abate and remove the nuisance. The City Council, by resolution, shall designate the contractors, companies, enterprises, or individuals who may perform the work. Those persons so designated may enter upon private property for purposes of abating or removing the nuisance. For purposes of this article compliance with the competitive bid law is not required.

(c) Any property owner shall have the right to have any weeds, underbrush and/or overgrown grass removed at his or her own expense providing the removal is done prior to the commencing of the work by the employees or agents of the City to do the removal.

SECTION VI: Report of costs.

The City shall keep an account of the cost of abating or removing the nuisance in front of or on each separate lot or parcel of land where the work is done by its employees, or by a duly authorized private contractor, company, enterprise, or individual, and shall render an itemized report in writing to the City Council showing the cost of removing the nuisance on each separate lot, or in front of the lot. Before the report is submitted to the City Council, a copy of the report shall be posted for at least five days prior thereto on or near the chamber door of the City Council, together with a notice of the time when the report shall be submitted to the City Council for confirmation.

SECTION VII: Confirmation of report; weed liens.

At the time fixed for receiving and considering the report, the City Council shall hear the report, together with any objections which may be raised by any of the property owners liable to be assessed for the work of abating the nuisance and thereupon make modifications in the report as deemed necessary, after which by motion or resolution the report shall be confirmed. The amounts of the cost for abating the nuisance in front of or upon the various parcels of land mentioned in the report shall hereinafter be referred to as "weed liens," and shall constitute a weed

lien on the property for the amount of the weed liens, respectively. After confirmation of the reports, a copy shall be given to the tax collector or revenue commissioner of the county who, under the "Optional Method of Taxation," is charged with the collection of the municipal taxes pursuant to Article 1, Division 2, Chapter 51, of Title 11. It shall be the duty of the county tax collector or revenue commissioner to add the costs of the respective weed liens to the next regular bills for taxes levied against the respective lots and parcels of land subject to a weed lien, and thereafter, the costs shall be collected at the same time and in the same manner as ordinary municipal ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure under foreclosure and sale in case of delinquency; provided, however, that if the foreclosure and sale is the result of a delinquency caused by a weed lien, the City shall reimburse the county tax collector or revenue commissioner for all costs associated with the foreclosure and sale unless the costs are collected at the time of sale as part of the sale.

SECTION VIII: Effective Date.

This ordinance shall take effect immediately upon its adoption and publication as required by law.

SECTION IX: Supersedes prior Ordinance.

This ordinance shall supersede and repeal any prior ordinance regarding weed control and weed nuisance.

ADOPTED this 21ST day of July, 2014.

James D. Spann
President of the Council

APPROVED this 21ST day of July, 2014.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Ordinance No. 2014-15 which was duly adopted by the City Council on this 21ST day of July, 2014.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 21ST day of July, 2014.

Harriett C. Scott
As City Clerk of the City of
Alexander City, Alabama

Harriett Scott

From: Kristen Powell
Sent: Monday, January 04, 2016 2:21 PM
To: Harriett Scott
Subject: Weed Abatement Contractors
Attachments: Lawn Maintenance Contacts 2016.pdf

Harriett,
We need a resolution to go before Council authorizing the weed abatement contractors in the attached list for 2016 per Ordinance No. 2014-15.

KRISTEN POWELL
ADMINISTRATIVE ASSISTANT
BUILDING DEPT.
ALEXANDER CITY
HOME OF LAKE MARTIN
4 COURT SQUARE | P. O. BOX 552
ALEXANDER CITY, AL 35011
(O) 256.329.6712 | (C) 256.596.2759
EMAIL | WEBPAGE

Name	DBA
RUSSELL, OBIE	OBIE'S LAWN SERVICE
GRANT, WILLIAM	GRANT'S LAWN SERVICE
LOONEY, THOMAS	LOONEY LAWN CARE & CLEAN UP
DEAN, CHAD	ABSOLUTE LAWN CARE

RESOLUTION NO. 16-20

WHEREAS, the City of Alexander City, Alabama, was the recipient of several building in the Russell Complex from Fruit of the Loom, and

WHEREAS, one of the buildings was a modern brick building within a security fenced designed for and used as automotive shop, and

WHEREAS, this automotive shop is better equipped than the City's present building used for an automotive shop both for the repairs and maintenances of the motorized vehicles and the employees, and

WHEREAS, the City's Automotive Department has moved into this building located at 680 Joseph Street and is need of telephones for communication. They are presently using cell phones and links for communication which is not dependable, and

WHEREAS, the following expenses will be incurred to provide phone service to the new automotive shop :

	Monthly	One Time Fee
Triton (SIP)	117.67	55.00
Dadix		
VOIP Server		2,676.30
IP Phone		227.85
Total	117.67	2,959.15

NOW, THEREFORE, BE IT RESOVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a contract with Triton of Dallas, Texas, to provide the needed service for phone communication for the Automotive Department located at 680 Joseph Street in an amount not to exceed $2959.15 in one fees and not to exceed $150.00 per monthly charges .

ADOPTED this 1st day of February, 2016.

James D. Sims
President of the Council

APPROVED this 1st day of February, 2016.

Charles R. Thomas Sr.
Mayor

ATTEST:

Hewitt C. Scott
City Clerk

RESOLUTION NO. 16-20

PAGE NO. 2

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-20 which was duly adopted by the City Council on this 1st day of February, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, the 1st day of February, 2016.

Kenneth C. Scott

S E A L

As City Clerk of the
City of Alexander City, Alabama

triton
NETWORKS

Simply-SIP Local Trunk Proposal & Agreement

Customer:	City of Alexander City, AL	
Prepared:	October 12, 2015	Pricing valid 10 business days

Address - 12160 Abrams Rd Ste 200, Dallas, Texas 75243 Tel (214)570-0555 Fax (214) 570-0310

Service Description	Options	Comments
Customer Main TN:	**(256) 329-6730**	**Mayor's Line - Do Not Port**
Site (Physical) Address:	4 Court Square, Alexander City, AL 35010	
Inbound Caller ID N/N?:	N/A	$ 1.00 Per Line per month
Enhanced Forwarding?:	NO	$ 8.95 Per month
Webfax?:	NO	$ 5.95 Per month
SIP Phone System?:	NO	8 port IAD to be furnished
# SIP Lines or Trunks:	5	Additional lines at $17.99/month
# Analog Lines	0	
Outbound LD Cost?:	$ 0.0250	All Domestic 1+ Calls (50 states)
Inbound LD Cost?:	$ 0.0340	All Domestic Toll Free Calls (48 states)

Service Summary:	Monthly Costs
Basic Local Service Costs	$ 89.95
Feature Costs: Caller ID Name & Number	5.00
Monthly Recurring Cost	$ 94.95
Non-recurring cost (Equipment Installation)	$ -
One Time Programming Charge	$ 55.00

Other Monthly Costs:	
Equipment Provided by Carrier	$ 19.95
Access Line Surcharges (covers LNP, Federal TRS Fees, etc.) - per line	$ 2.77

Customer must allow at least forty-five (45) days for installation of the circuit above. Monthly recurring cost does not include taxes, local or state surcharges, or 9-1-1 fees. Installation charges, if applicable, pertain only to the circuit quoted and associated equipment. It does not include any wiring or demarcation extensions that may be needed by and are the responsibility of, the customer. Once executed, this Proposal becomes a valid Access Service Request (ASR). The effective date for this ASR will be the first date the circuit is made available for customer use. This Data or Wide Area Network Service Proposal and Agreement is governed by Triton's General Terms and Conditions, version v20150101(2). If Customer requires a written copy of the Terms, one will be provided upon request. Customer may indicate acceptance of the proposal by execution below, and submission to Triton for final documentation and scheduling.

*** A full set of the Terms and Conditions for this service can be found on the website below; By execution, you are signifying that you have reviewed, understand and agreed to be bound by these Terms and Conditions. ***

http://www.simply-sip.com/sip_voice_terms_conditions.html

Charles R. Shaw, Sr.
Customer Authorization

February 3, 2016
Date Executed

Charles R. Shaw, Sr.
Print name, title

24 Months
Contract Term (Minimum)

Mayor City of Alexander City, AL

Dadix, Inc
PO Box 755
Alexander City, AL 35011-0755

Project Quote

Date	Work Order #
1/12/2016	1580

Name / Address
City of Alex City PO Box 755 Alexander City, AL 35011

Project

Description	Qty	Cost	Total
Rackmount Server Intel Xeon E5-2603V3 1.6 GHz 8 GB Ram WD RE 3.5" 500GB SATA (4 drives) RS2BL040 4-Ports SAS RAID Controller No OS 3 year Depot Warranty	1	2,676.30	2,676.30

Thank you for the opportunity to provide this quote!

Subtotal	$2,676.30
Sales Tax (0.0%)	$0.00
Total	$2,676.30

Phone #	E-mail
256-749-5500	dadixinc@gmail.com

Dadix, Inc
PO Box 755
Alexander City, AL 35011-0755

Project Quote

Date	Work Order #
10/27/2015	1557

Name / Address
City of Alex City PO Box 755 Alexander City, AL 35011

Project

Description	Qty	Cost	Total
AASTRA 6753I	3	65.00	195.00
AASTRA 6753I AC Adapter	3	10.95	32.85

Thank you for the opportunity to provide this quote!

Subtotal	$227.85
Sales Tax (0.0%)	$0.00
Total	$227.85

Phone #
256-749-5500

E-mail
dadixinc@gmail.com

RESOLUTION FAILED _VOTE AYES 0 NAYES 6

RESOLUTION NO. 16-21

WHEREAS, on December 7, 2015, the City Council of the City of Alexander City, Alabama, did adopt Resolution No. 16-06 which is the Operating and Capital Budgets for the fiscal year 2015/2016, and

WHEREAS, this resolution also includes longevity increases for for each employee whose steps are not equal to the three (3) years per step, and

WHEREAS, this Departmental Personnel Authorization List did include adjustments for employees who needed grade changes to bring their salary up to a certain dollar amount per hour, and

WHEREAS, the following employee numbers, job title, grade, step, annual salary, new salary, different in salary are listed as follows:

List Attached and made part of Resolution

NOW, THERFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the foregoing list of increases in salary be and are hereby rescinded with the exception of the longevity increases.

ADOPTED this 1st day of February, 2016.

President of the Council

APPROVED this 1st day of February, 2016.

ATTEST:

Mayor

City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Ordinance No. 16-21 which was duly adopted by the City Council on the 1st day of February, 2016

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of February, 2016.

SEAL

As Clerk of the City of Alexander City, Alabama

Harriett Scott

From: Tammy Walker
Sent: Monday, February 01, 2016 3:33 PM
To: Harriett Scott
Subject: RE: increases in pay to be rescinded

Can you send me a copy of the resolution with these changes?

Thanks!

From: Tammy Walker
Sent: Monday, February 01, 2016 1:23 PM
To: Harriett Scott <harriett.scott@alexandercityal.gov>
Subject: RE: increases in pay to be rescinded

Goggans	Michael	CooprRec	Grade
Johnson	Joe	CooprRec	Grade

Goodwin	Gregory	SportPlx	Grade 10	Back to Grade 8
Graham	Robert	SportPlx	Reg Em10	Grade 8
Hand	Nicholas	SportPlx	Reg Em10	Grade 8
Johnson	Rodney	SportPlx	Reg Em10	Grade 8
Keel	Matthew	SportPlx	Reg Em12	Grade 8
Lumpkin	Tammy	SportPlx	ADMIN15	Grade12
Mask	Daniel	SportPlx	Reg Em10	Grade 8
Patrick	Edward	SportPlx	Reg Em10	Grade 8

From: Tammy Walker
Sent: Monday, February 01, 2016 8:24 AM
To: Harriett Scott <harriett.scott@alexandercityal.gov>
Subject: RE: increases in pay to be rescinded

Goodwin	Gregory	SportPlx
Graham	Robert	SportPlx
Hand	Nicholas	SportPlx
Johnson	Rodney	SportPlx
Keel	Matthew	SportPlx
Lumpkin	Tammy	SportPlx
Mask	Daniel	SportPlx

Patrick	Edward	SportPlx
Goggans	Michael	CooprRec
Johnson	Joe	CooprRec

From: Harriett Scott
Sent: Saturday, January 30, 2016 10:40 AM
To: Tammy Walker <tammy.walker@alexandercityal.gov>
Subject: increases in pay to be rescinded

I still need this list first thing Monday morning
To complete the agenda

Thank you I know I did not give you much notice
but this has been a crazy week—sorry
Harriett

RESOLUTION NO. 16-22

WHEREAS, the City Council of the City of Alexander City, Alabama, did pass the Operating and Capital Budgets by Resolution No. 16-06, and

WHEREAS, this Budget did include salaries for all city employees and longevity increases for employees whose steps did not equal to one step per three(3) years, and

WHREAS, the City Council of the City of Alexander City, Alabama, did authorize the Mayor to enter into a contract with Auburn University for a study of the City s workforce, and

WHEREAS, the City Council wishes to freeze all salary increases until the Auburn Study is completed except for longevity (once every three (3) years) and/or increase for completing the required certification for the employee's current position.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that all wages are frozen with the exceptions listed above until the Auburn's Program of Work is completed.

ADOPTED this 1st day of February, 2016.

James D. Lynn
President of the Council

APPROVED this 1st day of February, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Ordinance No. 16-22 which was duly adopted by the City Council on the 1st day of February, 2016

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of February, 2016.

SEAL

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

RESOLUTION NO. 16-23

WHEREAS, on December 7, 2015, the City Council of the City of Alexander City, Alabama, did pass Resolution No. 16-12 for street lights at the following locations :

NUMBER OF LIGHTS	LOCATION
1	Sunnylevel Cutoff at the bridge Existing pole # 3-312908
1	Knight Road and Hillabee Park Ave Existing pole #3-312695

WHEREAS, after following thru the standard procedure for approving street lights. The cost of said lights were beyond the budget amount for the Light Department. The Light Department requests that this resolution be rescinded.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Resolution No. 16-12 be and is hereby rescinded and a copy of this resolution be forwarded to Alabama Power Company.

ADOPTED this 1st day of February, 2016.

James D. Lamm
President of the City Council

APPROVED this 1st day of February, 2016

Charles R. Shaw, Jr.
Mayor

ATTEST:

Hazel C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-23 which was duly adopted by the City Council on this 1st day of February, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of February, 2016.

SEAL

Hazel C Scott
As Clerk of the City of
Alexander City, Alabama

RESOLUTION NO. 16-12

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the following street light be and is hereby authorized at the following location:

NUMBER OF LIGHTS	LOCATION
1	Sunnylevel Cutoff at the bridge Existing pole # 3-312908
1	Knight Road and Hillabee Park Ave Existing pole #3-312695

ADOPTED this 7th day of December, 2015.

James D. Spann
President of the City Council

APPROVED this 7th day of December, 2015.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett E. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-12 which was duly adopted by the City Council on this 7th day of December, 2015.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 7th day of December, 2015.

SEAL

Harriett E. Scott
As Clerk of the City of
Alexander City, Alabama

{RESOLUTION NO. 16-24

WHEREAS, the City Council of the City of Alexander City, Alabama, budgeted $500,000.00 for a sewer rehabilitation project to repair a section of the City's sewer line on Robinson Road, and

WHEREAS, The City Council of the City of Alexander City, Alabama, also awarded the bid for construction on the Robinson Road sewer project to Ballard Construction Company, Inc., in an amount not to exceed $260,117.50, and

WHEREAS, the work has been inspected and satisfactorily completed by the contractor, and

WHEREAS, the quantities installed by Ballard Construction Company, Inc., were greater than the estimated contract quantities by a marginal amount, and

WHEREAS, Ballard Construction Company, Inc., has submitted Contract Modification No. 1 requesting an additional $1,957.00 to cover the quantities installed, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute Contract Modification No. 1 to the original contract with Ballard Construction Company, Inc., for an increase of $1,957.00, resulting in a revised final contract total of $262,074.50.

ADOPTED this 1st day of February, 2016.

James D. Lamar
President of the Council

APPROVED this 1st day of February, 2016.

Charles R. Thomas, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-24 which was adopted by the Council on the 1st day of February, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 1st day of February, 2016.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Council Members
FROM: Public Works/ Sewer Department
DATE: January 22, 2016
SUBJECT: Council Agenda Item: Robinson Road Sewer

Please add the attached resolution to the council meeting agenda for Monday, February 1, 2016. The City Council approved a total of $500,000.00 for the Robinson Road sewer project in the 2014/2015 capital budget, which was rolled over into 2016.

Ballard Construction Company, Inc. was approved by the City Council to complete work for the project at a total contract cost of $260,117.50, and has satisfactorily completed work on the project. However, quantities installed by Ballard were greater than the estimated contract quantities by a small amount. Ballard Construction Company, Inc., has submitted Contract Amendment No. 1 requesting an additional $1,957.00 to cover the quantities installed. This will result in a final contract total of $262, 074.50.

ch2m:

January 19, 2016

Honorable Charles Shaw
Mayor
The City of Alexander City, Alabama
P.O. Box 552
Alexander City, AL 35011-0552

Subject: Contract Modification No. 1
Robinson Road Sewer Project, September 2015
Project Number: 665483

Dear Mayor Shaw:

Contract Modification (CM) No. 1 is enclosed for your review. The CM changes the quantities contracted to match those actually installed by Ballard Construction Company, Inc. for the Robinson Road Sewer Project. The following timeline provides the month for the main activity for this project:

- Project Designed and Advertised for Bid: July – September, 2015
- Bid: October 2015
- Awarded: November 2015
- Notice to Proceed Issued: December 2015
- Construction: December 2015/January 2016
- Project Completed: January 2106

The total cost for CM No. 1 is an ADDITION in the amount of $ 1,957.00 to the original contract amount of $260,117.50. This additive amount is less than 1% of the total contract amount. The estimated quantities for bid as proposed in the contract documents were very close to actual quantities installed by Ballard Construction Company, Inc. Please review the information herein and present to the City Council for consideration. The revised contract amount totals $262,074.50. This is necessary for final payment and closeout of the project.

Please let us know if you need additional information concerning this matter.

Sincerely,

CH2M
Dana Raughton
Project Manager

Cc:
John McWhorter/Alexander City
Gerard Brewer/Alexander City
Harriet Scott/Alexander City
Sandra Machen/Alexander City

Enclosures:
Contract Modification No. 1
Attachment to Contract Modification No. 1

CONTRACT MODIFICATION (Change Order) Date: January 19, 2016

Contract Modification No. 1

Owner: City of Alexander City, Alabama
Project Name: Robinson Road Sewer Project
Contractor: Ballard Construction Company, Inc

Project: 665483

The following modifications to the contract are hereby ordered:

SEE ATTACHMENT

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications to this Contract.

Contract Amount		Contract Time (Calendar Days)	
Original	$260,117.50	Original Durations	
Previous Change Orders	$0.00	Substantial Completion	90
This Change Order	$1,957.00	Final Completion	120
		Previous Change Orders	0
		This Change Order	0
Revised Contract Amount	$262,074.50	Revised Durations:	
		Substantial Completion	90
		Final Completion	120
		Completion Dates:	
		Substantial Completion	February 28, 2016
		Final Completion	March 29, 2016

Approved:

City of Alexander City, AL
P.O. Box 552
Alexander City, AL

Name: Charles Shaw, Sr.
Title: Mayor
Signature: Charles P. Shaw, Sr.
Date: _____

Ballard Construction Company, Inc
P.O. Box 9
Alexander City, AL 35011

Name: John Ballard
Title: Owner
Signature: _____
Date: _____

CH2M HILL
4121 Carmichael Road Suite 400
Montgomery, AL 36106

Name: Dana Raughton
Title: Project Manager
Signature: _____
Date: _____

Robinson Road Sewer Project
Ballard Construction Company, Inc.
Total Project Cost - $262,074.50

				Invoice #1 - 12/10/15			Invoice #2 - 1/6/2016			Invoice #3 - 1/18/16		
Item No.	Description	Estimated Quantity	Unit	Actual Quantity	Bid Unit Price	Extended Bid Unit Price	Actual Quantity	Bid Unit Price	Extended Bid Unit Price	Actual Quantity	Bid Unit Price	Extended Bid Unit Price
1	8" PVC Pipe installed 6-10' in depth	1565	LF	476	$119.50	$56,882.00	1095	$119.50	$130,852.50			
2	8" DI (Epoxy Lined) Pipe installed 6-10' in depth	10	LF				20	$300.00	$6,000.00			
3	Mobilization/Demobilization	1	LS	0.5	$12,500.00	$6,250.00				0.5	$12,500.00	$6,250.00
4	Bypass Pumping	1	LS				1	$2,000.00	$2,000.00			
5	Sewer Lateral Replacement	450	LF	96	$38.00	$3,648.00	409	$38.00	$15,542.00			
6	Asphalt Pavement Restoration (including 1 year Maintenance)	1750	SY							1575	$22.00	$34,650.00
	SUM OF EXTENDED BID UNIT PRICE:					$66,780.00			$154,394.50			$40,900.00

TOTAL PROJECT COST: $262,074.50

ORIGINAL PROJECT BID: $260,117.50

DIFFERENCE: $1,957.00

{RESOLUTION NO. 16-24

WHEREAS, the City Council of the City of Alexander City, Alabama, budgeted $500,000.00 for a sewer rehabilitation project to repair a section of the City's sewer line on Robinson Road, and

WHEREAS, The City Council of the City of Alexander City, Alabama, also awarded the bid for construction on the Robinson Road sewer project to Ballard Construction Company, Inc., in an amount not to exceed $260,117.50, and

WHEREAS, the work has been inspected and satisfactorily completed by the contractor, and

WHEREAS, the quantities installed by Ballard Construction Company, Inc., were greater than the estimated contract quantities by a marginal amount, and

WHEREAS, Ballard Construction Company, Inc., has submitted Contract Modification No. 1 requesting an additional $1,957.00 to cover the quantities installed, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute Contract Modification No. 1 to the original contract with Ballard Construction Company, Inc., for an increase of $1,957.00, resulting in a revised final contract total of $262,074.50.

ADOPTED this 1st day of February, 2016.

James D. Adams
President of the Council

APPROVED this 1st day of February, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-24 which was adopted by the Council on the 1st day of February, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 1st day of February, 2016.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

ch2m:

January 19, 2016

Honorable Charles Shaw
Mayor
The City of Alexander City, Alabama
P.O. Box 552
Alexander City, AL 35011-0552

Subject: Contract Modification No. 1
Robinson Road Sewer Project, September 2015
Project Number: 665483

Dear Mayor Shaw:

Contract Modification (CM) No. 1 is enclosed for your review. The CM changes the quantities contracted to match those actually installed by Ballard Construction Company, Inc. for the Robinson Road Sewer Project. The following timeline provides the month for the main activity for this project:

- Project Designed and Advertised for Bid: July – September, 2015
- Bid: October 2015
- Awarded: November 2015
- Notice to Proceed Issued: December 2015
- Construction: December 2015/January 2016
- Project Completed: January 2106

The total cost for CM No. 1 is an ADDITION in the amount of $ 1,957.00 to the original contract amount of $260,117.50. This additive amount is less than 1% of the total contract amount. The estimated quantities for bid as proposed in the contract documents were very close to actual quantities installed by Ballard Construction Company, Inc. Please review the information herein and present to the City Council for consideration. The revised contract amount totals $262,074.50. This is necessary for final payment and closeout of the project.

Please let us know if you need additional information concerning this matter.

Sincerely,

CH2M
Dana Raughton
Project Manager

Cc:
John McWhorter/Alexander City
Gerard Brewer/Alexander City
Harriet Scott/Alexander City
Sandra Machen/Alexander City

Enclosures:
Contract Modification No. 1
Attachment to Contract Modification No. 1

CONTRACT MODIFICATION (Change Order) Date: January 19, 2016

Contract Modification No. 1

Owner: City of Alexander City, Alabama
Project Name: Robinson Road Sewer Project Project: 665483
Contractor: Ballard Construction Company, Inc

The following modifications to the contract are hereby ordered:

SEE ATTACHMENT

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications to this Contract.

Contract Amount		Contract Time (Calendar Days)	
Original	$260,117.50	Original Durations	
Previous Change Orders	$0.00	Substantial Completion	90
This Change Order	$1,957.00	Final Completion	120
		Previous Change Orders	0
		This Change Order	0
Revised Contract Amount	$262,074.50	Revised Durations:	
		Substantial Completion	90
		Final Completion	120
		Completion Dates:	
		Substantial Completion	February 28, 2016
		Final Completion	March 29, 2016

Approved:

City of Alexander City, AL
P.O. Box 552
Alexander City, AL

Name: Charles Shaw, Sr.
Title: Mayor
Signature: Charles Shaw Sr
Date: 2/8/16

Ballard Construction Company, Inc
P.O. Box 9
Alexander City, AL 35011

Name: John Ballard
Title: Owner
Signature: J. Ballard
Date: 2/8/16

CH2M HILL
4121 Carmichael Road Suite 400
Montgomery, AL 36106

Name: Dana Raughton
Title: Project Manager
Signature: Dana C Raughton
Date: 2/9/16

Robinson Road Sewer Project
Ballard Construction Company, Inc.
Total Project Cost - $262,074.50

				Invoice #1- 12/10/15			Invoice #2- 1/6/2016			Invoice #3- 1/18/16-		
Item No.	Description	Estimated Quantity	Unit	Actual Quantity	Bid Unit Price	Extended Bid Unit Price	Actual Quantity	Bid Unit Price	Extended Bid Unit Price	Actual Quantity	Bid Unit Price	Extended Bid Unit Price
1	8" PVC Pipe installed 6-10' in depth	1565	LF	476	$119.50	$56,882.00	1095	$119.50	$130,852.50			
2	8" DI (Epoxy Lined) Pipe installed 6-10' in depth	10	LF				20	$300.00	$6,000.00			
3	Mobilization/Demobilization	1	LS	0.5	$12,500.00	$6,250.00				0.5	$12,500.00	$6,250.00
4	Bypass Pumping	1	LS				1	$2,000.00	$2,000.00			
5	Sewer Lateral Replacement	450	LF	96	$38.00	$3,648.00	409	$38.00	$15,542.00			
6	Asphalt Pavement Restoration (including 1 year Maintenance)	1750	SY							1575	$22.00	$34,650.00
	SUM OF EXTENDED BID UNIT PRICE:					$66,780.00			$154,394.50			$40,900.00

TOTAL PROJECT COST: $262,074.50

ORIGINAL PROJECT BID: $260,117.50

DIFFERENCE: $1,957.00

RESOLUTION NO. 16-25

WHEREAS, the City of Alexander City, Alabama, was placed under an Administrative Order on Consent from the Environmental Protection Agency (EPA) in August of 2014, and

WHEREAS, as a part of that Administrative Order on Consent, the City was required to submit various corrective programs to EPA detailing the actions that the City would perform to resolve issues within the City's sanitary sewer system, and

WHEREAS, the Alexander City Sewer Department, in an effort to maximize quantities per budgeted amount, needs scheduling flexibility to encourage each contractor to minimize mobilization costs, and

WHEREAS, these programs require certain maintenance be performed under multiple contracts in order for the City to comply with the EPA Administrative Order on Consent, and

WHEREAS, the City Council of the City of Alexander City, Alabama, budgeted a total of $510,000 for sewer maintenance contracts in the 2015/2016 Capital Budget, as follows:

- Heavy Cleaning/ CCTV Inspection - $300,000.00
- Flow Monitoring - $60,000.00
- Manhole Lining- $50,000.00
- Root Control - $50,000.00
- Force Main Internal Inspections - $50,000.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into each sewer maintenance contract for an amount not to exceed the individually budgeted amount.

ADOPTED this 1st day of February, 2016.

James D. Lynn
President of the Council

APPROVED this 1st day of February, 2016.

Charles R. Shaw Sr.
Mayor

ATTEST:

Harold C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution NO.** 16-25 which was adopted by the Council on the 1st day of February, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 1st day of February, 2016.

Harold C. Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Council Members
FROM: Public Works/ Sewer Department
DATE: January 22, 2016
SUBJECT: Council Agenda Item: Sewer Maintenance Contracts

Please add the attached resolution to the council meeting agenda for Monday, February 1, 2016. The City Council approved a total of $510,000.00 for sewer maintenance contracts required by our EPA programs. A breakdown of each cost per contract is included in the attached resolution.

The purpose of a combined resolution for all contracts is to allow the ability to enter into each of these contracts flexibly, in order to save on mobilization costs and put more money towards actual contract work done.

RESOLUTION NO. 16-26

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama, to affect the zoning changes described below. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on March 21,2016, at 5:30 p m to hear public comment on the proposed rezoning of certain property at the request of the City of Alexander City for property located on Cherokee Road as described :

To correct the zoning from R-3/B-2 (High Density Residential/General Business) to R-3 (High Density Residential) (with all restrictions and limitations as provided by the Planning Commission), the following to wit:

PARCEL NO: 62 05 08 34 3 003 001.000

ADOPTED this 15th day of February, 2016.

James D. Sparr
President of the City Council

APPROVED this 15th day of February, 2016.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-26 which was duly adopted by the City Council on 15th day of February, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 16th day of February, 2016.

Harriett C. Scott
As City Clerk
City of Alexander City,
Alabama

SEAL

AFFP
PUBLIC HEARING

Affidavit of Publication

STATE OF ALABAMA }
COUNTY OF TALLAPOOSA } SS

Kenneth Boone, being duly sworn, says:

That he is Publisher of the The Alex City Outlook, a weekly newspaper of general circulation, printed and published in Alexander City , Tallapoosa County, Alabama; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 02, 2016

That said newspaper was regularly issued and circulated on those dates.

The sum charged by the Newspaper for said publication does not exceed the lowest rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

There are no agreements between the The Alex City Outlook and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

SIGNED:

Kenneth S Boone

Publisher

Subscribed to and sworn to me this 2nd day of February 2016.

Mary Jo Eskridge

Mary Jo Eskridge, Notary Public, Tallapoosa County,

My commission expires: April 09, 2018

04174837 00104051

Harriett Scott
City of Alexander City
P.O. BOX 552
Alexander City, AL 35011

MARY JO ESKRIDGE NOTARY PUBLIC STATE AT LARGE – ALABAMA

PUBLIC NOTICE

City of Alexander City
Planning Commission
NOTICE OF PUBLIC HEARING

Notice is hereby given by the Planning Commission of the City of Alexander City, Alabama, that there will be a called public hearing scheduled for Monday, February 08, 2016 at 4:00p.m. in the City of Alexander City Hall Conference Room, 4 Court Square, Alexander City.
Order of Business:
Applicant: City of Alexander City
Appeal Case No.: 2016-2 Zoning Correction; Parcel No.: 62 05 08 34 3 003 001.000
Property Location: Cherokee Road
Total Number of Lots: 1 lot
Size of Property: 13 acres
Current Zoning: R-3 and B-2
Proposed Zoning: R-3
Please contact the City of Alexander City's Building Department at 256-329-6712 with any questions or concerns.

Alexander City Outlook: Feb. 2, 2016
PUBLIC HEARING

ACCOUNTING DEPARTMENT
RECEIVED
FEB 04 2016

Planning Commission Resolution

Be it resolved by the Planning Commission of the City of Alexander City, Alabama in a meeting held **Monday, February 8, 2016** after having carefully considered Appeal Case **#2016-2** filed by **City of Alexander City** wherein has requested an amendment to the Zoning Ordinance of the City of Alexander City, Alabama, so as to initially zone the following described property located at in the following described manner:

To correct the zoning from R-3/B-2 (High Density Residential/General Business) to R-3 (High Density Residential) (with all restrictions and limitations as provided by the Planning Commission), the following to wit:

Parcel No: **62 05 08 34 3 003 001.000**

Property Location: **Cherokee Road**
Alexander City, AL 35010

Whereas all opinions to the rezoning were carefully considered:
It is therefore the decision of the Planning Commission that Appeal Case **#2016-2** as set out and described above, **be granted,** and this Planning Commission recommends that the Mayor and City Council approve the plan as such in Resolution and the Secretary of said Planning Commission is hereby instructed to transmit a copy of the Resolution to the Mayor and Council for their information and consideration.

Done this **8th** day of **February, 2016**.

X _____

City of Alexander City
Chairman of Planning Commission

X _____

City of Alexander City
Secretary of Planning Commission

RESOLUTION NO. 16-27

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama, to affect the zoning changes described below. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on March 21,2016, at 5:30 p m to hear public comment on the proposed rezoning of certain property at the request of Benny F. Stevens for property located on 1701 Smith Drive as described :

To change from its present R-3 (High Density Residential) to R-3M (High Density Residential Mobile Homes) (with all restrictions and limitations as provided by provided by the Planning Commission) the following to wit:

Parcel No: 62 05 09 29 1 001 001.002
62 05 09 29 1 001 009.000
62 05 09 29 1 001 011.000

ADOPTED this 15th day of February, 2016.

James P. Sparr
President of the City Council

APPROVED this 15th day of February, 2016.

Charles R. Shaw, Sr
Mayor

ATTEST:

Hannah C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-27 which was duly adopted by the City Council on 15th day of February, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 16th day of February, 2016.

SEAL

Hannah C Scott
As City Clerk
City of Alexander City,
Alabama

Planning Commission Resolution

Be it resolved by the Planning Commission of the City of Alexander City, Alabama in a meeting held **Monday, February 8, 2016** after having carefully considered Appeal Case **#2016-1** filed by **Benny F. Stevens** wherein has requested an amendment to the Zoning Ordinance of the City of Alexander City, Alabama, so as to initially zone the following described property located at in the following described manner:

To rezone from R-3 (High Density Residential) to R-3M (High Density Residential Mobile Homes) (with all restrictions and limitations as provided by the Planning Commission), the following to wit:

Parcel No: **62 05 09 29 1 001 001.002**
62 05 09 29 1 001 009.000
62 05 09 29 1 001 011.000

Property Location: **1701 Smith Drive**
Alexander City, AL 35010

Whereas all opinions to the rezoning were carefully considered:
It is therefore the decision of the Planning Commission that Appeal Case **#2016-1** as set out and described above, **be granted,** and this Planning Commission recommends that the Mayor and City Council approve the plan as such in Resolution and the Secretary of said Planning Commission is hereby instructed to transmit a copy of the Resolution to the Mayor and Council for their information and consideration.

Done this **8th** day of **February, 2016**.

X _____

City of Alexander City
Chairman of Planning Commission

X _____

City of Alexander City
Secretary of Planning Commission

's Electric
ICAL CONTRACTORS
P.O. Box 673
rt Blvd · Alexander City, AL
56) 234-4555
ITY ELECTRICAL CONSTRUCTION SINCE 1961"

eive a 10 year parts & compressor warranty
l system replacements & new installations.
s a factory 10-year labor warranty.
you will have no repair cost for the next 10 years.
intenance related problems i.e. stopped up drain, dirty coil, etc.
YORK
umbing Heating
Conditioning Inc
Mike Coker
Road, Alexander City, AL 35010
38 • 256-267-5021 mobile

way away right now. So as soon as we can expose them to that reality, it's a good thing."

The students learned about the monthly expense of adult life by visiting booths manned by older students, including those from Mandi Durr's entrepreneur class. The booths included:

- RC Daycare: All students with children were required to use daycare.
- Realville Jobs: Where students could apply for second jobs, if necessary.
- Back to School: Where students could further their education
- Real Card: A credit card.
- Realville Bank
- Real Mart: Where student purchased necessities for their lives.
- That's Life: Where students drew a random "occurrence," which could be either positive or negative.
- Just for Fun: Students could purchase recreational activities.
- Utilities: Electricity, phone, etc.

er's, rental and/or life insurance.

According to Chappell, the students were encouraged to pay themselves first by saving 10 percent of their monthly income and try to avoid debt.

Unfortunately, some of the students didn't appear to be grasping the lessons of the day as well as, perhaps, they should have.

"Can I get three second jobs?" asked as obviously flustered Tanner Beckett.

Other students were getting bad news at the That's Life booth.

"You were out sick," read one student's card. "Forgot to call in. Lose day's pay of $120."

Others had a bit better luck. Andrew Haines' card said "You found $25."

But, when Haines was asked about what he had learned thus far in the day's exercise, it appeared that maybe he hadn't grasped the endeavor's point.

"So far, I've learned to try to win the lottery," Haines said, smiling.

PUBLIC NOTICES

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PUBLIC NOTICES

sons who have an interest in property the right to redeem the property under certain circumstances. Programs may also exist that help persons avoid or delay the foreclosure process. An attorney should be consulted to help you understand these rights and programs as a part of the foreclosure process.
CitiMortgage, Inc., Transferee

Robert J. Wermuth/anp, Stephens Millirons, P.C., P.O. Box 307, Huntsville, Alabama 35804, Attorney for Mortgagee

Alexander City Outlook: Feb. 13, 20 and 27, 2016
FC/NELSON, W.

PUBLIC NOTICE

MORTGAGE FORECLOSURE SALE

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by Tony E. Conville and Stacy M. Conville, individually and as husband and wife, originally in favor of Aliant Mortgage Corporation, on the 29th day of March, 2002, said mortgage recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama, in Recorded Card Number 169552; the undersigned Wells Fargo Bank, N.A., as Mortgagee/Transferee, under and by virtue of the power of sale contained in said mortgage, will sell at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse at Dadeville, Tallapoosa County, Alabama, on April 21, 2016, during the legal hours of sale, all of its right, title, and interest in and to the following described real estate, situated in Tallapoosa County, Alabama, to-wit: Lot Number Four (4) of East Dale Woods Subdivision as shown on the plat of said subdivision recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama in Plat Book 7, Page 164, subject to the covenants and restrictions applicable to said subdivision. Property street address for informational purposes: 2641 Hillabee Road, Alexander City, AL 35010 THIS PROPERTY WILL BE SOLD ON AN "AS IS, WHERE IS" BASIS, SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, AND EXCEPTIONS REFLECTED IN THE MORTGAGE AND THOSE CONTAINED IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE OF THE COUNTY WHERE THE ABOVE-DESCRIBED PROPERTY IS SITUATED. THIS PROPERTY WILL BE SOLD WITHOUT WARRANTY OR RECOURSE, EXPRESSED OR IMPLIED AS TO TITLE, USE AND/OR ENJOYMENT AND WILL BE SOLD SUBJECT TO THE RIGHT OF REDEMPTION OF ALL PARTIES ENTITLED THERETO. Alabama law gives some persons who have an interest in property the right to redeem the property under certain circumstances. Programs may also exist that help persons avoid or delay the foreclosure process. An attorney should be consulted to help you understand these rights and programs as a part of the foreclosure process. This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure. The Mortgagee/Transferee reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate. This sale is subject to postponement or cancellation. Wells Fargo Bank, N.A., Mortgagee/Transferee

Ginny Rutledge, SIROTE & PERMUTT, P.C., P. O. Box 55727, Birmingham, AL 35255-5727, Attorney for Mortgagee/Transferee, www.sirote.com/foreclosures

Alexander City Outlook: Feb. 13, 20 and 27, 2016
FC/130080

PUBLIC NOTICE

MORTGAGE FORECLOSURE SALE

Default having been made in the payment of the indebtedness secured by that certain mortgage executed by Benny Stevens, a single man, originally in favor of JPMorgan Chase Bank, N.A., on the 29th day of March, 2007, said mortgage recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama, in Document Number 226855; the undersigned JPMorgan Chase Bank, National Association, as Mortgagee/Transferee, under and by virtue of the power of sale contained in said mortgage, will sell at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse at Dadeville, Tallapoosa County, Alabama, on April 21, 2016, during the legal hours of sale, all of its right, title, and interest in and to the following described real estate, situated in Tallapoosa County, Alabama, to-wit: Lot No. 8, Block 6, Eleventh Avenue Subdivision, Phase One, Alexander City, Alabama as shown by map or plat thereof as recorded in Plat Book 5 at Page 35, in the Office of the Judge of Probate of Tallapoosa County, Alabama. Property street address for informational purposes: 840 Eleventh Avenue, Alexander City, AL 35010 THIS PROPERTY WILL BE SOLD ON AN "AS IS, WHERE IS" BASIS, SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, AND EXCEPTIONS REFLECTED IN THE MORTGAGE AND THOSE CONTAINED IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE OF THE COUNTY WHERE THE ABOVE-DESCRIBED PROPERTY IS SITUATED. THIS PROPERTY WILL BE SOLD WITHOUT WARRANTY OR RECOURSE, EXPRESSED OR IMPLIED AS TO TITLE, USE AND/OR ENJOYMENT AND WILL BE SOLD SUBJECT TO THE RIGHT OF REDEMPTION OF ALL PARTIES ENTITLED THERETO. Alabama law gives some persons who have an interest in property the right to redeem the property under certain circumstances. Programs may also exist that help persons avoid or delay the foreclosure process. An attorney should be consulted to help you understand these rights and programs as a part of the foreclosure process. This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure. The Mortgagee/Transferee reserves the right to bid for and purchase the real estate and to credit its purchase price against the expenses of sale and the indebtedness secured by the real estate. This sale is subject to postponement or cancellation. JPMorgan Chase Bank, National Association, Mortgagee/Transferee

Rebecca Redmond, SIROTE & PERMUTT, P.C., P. O. Box 55727, Birmingham, AL 35255-5727, Attorney for Mortgagee/Transferee, www.sirote.com/foreclosures

Alexander City Outlook: Feb. 13, 20 and 27, 2016
FC/286566

PUBLIC NOTICE

RESOLUTION NO. 16-27

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama, to affect the zoning changes described below. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on March 21,2016, at 5:30 p m to hear public comment on the proposed rezoning of certain property at the request of the Benny F. Smith for property located on 1701 Smith Drive as described: To change from its present R -3 (High Density Residential) to R-3M (High Density Residential Mobile Homes) (with all restrictions and limitations as provided by the Planning Commission), the following to wit: PARCEL NO: 62 05 09 29 1 001 001.002, 62 05 09 29 1 001 009.000, 62 05 09 29 1 001 011.000

ADOPTED this 15th day of February, 2016. James Spann, President of the City Council; APPROVED this 15th day of February, 2016. Charles R. Shaw, Sr., Mayor; ATTEST: Harriett C. Scott, City Clerk

Alexander City Outlook: Feb. 24 and 27, 2016
RES. NO 16-27 SMITH DR.

Benny Stevens

RESOLUTION NO. 16-28

WHEREAS, the City of Alexander City, Alabama, has participated in the Aging Service Program for the partial funding of the City's Nutrition Program for the senior citizens of our community, and

WHEREAS, the Area Agency on Aging of the East Alabama Regional Planning and Development Commission has offered the City of Alexander City, Alabama, an Aging Service Grant in the amount of $13,848.00 to support the local Senior Citizen's Nutrition Program at the Charles T. Porch Center.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a grant agreement with the East Alabama Regional Planning and Development Commission in the amount of $13,848.00.

ADOPTED this 15th day of February, 2016.

James D. Sparm
President of the City Council

APPROVED this 15th day of February, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hannett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-28 which was duly adopted by the City Council on this 15th day of February, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 15th day of February, 2016.

Hannett C Scott

As Clerk of the
City of Alexander City,
Alabama

SEAL

COPY

January 25, 2016

Dear Aging Services Program Administrator,

Please find attached your FY 2016 Grant Agreement. This Agreement is for the period of October 1, 2015 through September 30, 2016.

Please sign and return, to our office, the enclosed Grant Agreement, and required documents by February 08, 2016. A copy will be returned to you once all signatures are affixed. No reimbursements will be made until a completed FY 2016 Grant Agreement and all required attachments are received. The following items are required:

1) A properly signed and witnessed FY 2016 Grant Amendment.
2) Current Program and Fiscal administrator forms (Exhibits I and I-A).
3) Notice of FY2016 Award (Exhibit II)
4) A completed and signed Budget (Exhibit III).
5) A signed Assurance of Compliance (Exhibit IV).
6) A signed Certification Regarding Drug-Free Workplace Requirements (Exhibit V)
7) A signed Debarment Assurance of Compliance (Exhibit VI).
8) A completed and signed Beason-Hammon Certificate of Compliance (Exhibit VII).
9) In-kind statement (if applicable).
10) A FY 2016 Inventory Form.
11) Documentation that Center Manager holds current CPR Certification
12) Documentation that all fire extinguishers have current inspection dates.
13) A current liability insurance certification.
14) Senior Center Advisory Council and Bylaws.

Janice, Please provide. RMT 2-9-16

The FY2016 Grant Agreements have been adjusted to reflect 30% retention of your program donations in order to maintain current meal levels. The Alabama Department of Senior Services

January 25, 2016

Dear Aging Services Program Administrator,

Please find attached your FY 2016 Grant Agreement. This Agreement is for the period of October 1, 2015 through September 30, 2016.

Please sign and return, to our office, the enclosed Grant Agreement, and required documents by February 08, 2016. A copy will be returned to you once all signatures are affixed. No reimbursements will be made until a completed FY 2016 Grant Agreement and all required attachments are received. The following items are required:

1) A properly signed and witnessed FY 2016 Grant Amendment.
2) Current Program and Fiscal administrator forms (Exhibits I and I-A).
3) Notice of FY2016 Award (Exhibit II)
4) A completed and signed Budget (Exhibit III).
5) A signed Assurance of Compliance (Exhibit IV).
6) A signed Certification Regarding Drug-Free Workplace Requirements (Exhibit V)
7) A signed Debarment Assurance of Compliance (Exhibit VI).
8) A completed and signed Beason-Hammon Certificate of Compliance (Exhibit VII).
9) In-kind statement (if applicable).
10) A FY 2016 Inventory Form.
11) Documentation that Center Manager holds current CPR Certification
12) Documentation that all fire extinguishers have current inspection dates.
13) A current liability insurance certification.
14) Senior Center Advisory Council and Bylaws.

Harnett, I need a copy of this. RMJ 2-9-16

The FY2016 Grant Agreements have been adjusted to reflect 30% retention of your program donations in order to maintain current meal levels. The Alabama Department of Senior Services

The Alexander City Senior Center Advisory Council
Bylaws
Article I

1. The group shall be known as the Alexander City Senior Center Advisory Council the Senior Citizen Nutrition Project which is co-sponsored by the City of Alexander City and the East Alabama Regional Planning and Development Commission.

2. The area served is Alexander City. Alabama 35010.

Article II

1. The purpose of the Alexander City Senior Center Advisory Council shall be to advise the Nutrition Center on all matters relating to the development and administration of the Nutrition Program and operations conducted under the Nutrition Program.

2. To be an advocate group for the elderly population of Alexander City, Alabama.

Article III

1. The membership shall include low income and older minority in proportion to the number of minority older persons in the Alexander City area.

2. At least one-half of the membership shall be made up of consumers of services under the Nutrition Project.

3. The members, as far as if practical, shell also include elected officials and agency representatives.

4. The membership should be comprised of not less than five representatives from the Alexander city general area.

Article IV Officers

1. The Advisory Council shall have the following officers, such officers to serve the Alexander City Senior Center Advisory Council.

Chairman	Judy Huett
Vice Chairman	Mary Frances Johns
Secretary	Lois Stephens
Treasurer	Rosie L. Thomas
Co-Treasurer	Cecil Bailey

2. Other officers and committees may be elected as deemed necessary by the Council.

Article V Meetings

1. The Advisory Council shall meet quarterly or more often if it deems it in the best interest to carry out its purpose.
Our Council will meet the fifteenth of every third month (quarterly). If enough members cannot be present, we will move the date to accommodate the majority.

2. A regular date shall be set for meetings at a time (s) and place (s) to be specified by the Advisory Council Chairman and the Nutrition Center Manager.

3. All meetings shall be public meetings.

Article VI Amendments

1. The Bylaws of the Advisory Council may be amended by a majority vote of the members present at any regular meeting.

Adopted by Members Present: Date: October 4, 2015

Judy Huett _____

Rosie L. Thomas _____

Joyce Graham _____

Dorothy Heard _____

Francis Johns _____

Cecil Bailey _____

Lois Stephens _____

Fran Harvey _____

Robert Crawfprd _____

The Alexander City Nutrition Center Advisory Council
Bylaws

Amended

1. No alcoholic beverages allowed on premises and no one can come to the Center drinking.

2. No profanity in Center around the participants, or by the participants.

3. No fussing or fighting in the Center. Must settle any major differences outside the Center and its participants.

4. For an unruly or problem participant, this is the Council policy:
   A. The Center Manager would talk to them first.
   B. The second time a verbal reprimand.
   C. The third time a verbal reprimand with a committee of 3 to 4 Council members.
   D. The fourth time will be suspension from the Center for a determined number of days by the Council.
   E. The fifth time, if the person is so uncontrollable and disruptive, the Center Advisory Council has the authority to bar them as a member out of the Center permanently.

5. No discrimination or prejudice toward any member will be allowed.

Alexander City Senior Nutrition Center Grievance Policy

It is the desire of the City of Alexander City and the Alexander City Senior Nutrition Center to deliver programs and services of the highest quality and caring level and deal responsibly with grievances when they arise. Center managers, Center Advisory Board Council and program administrators, are expected to do the same. When a problem arises it should first be discussed with local personnel. If the problem cannot be resolved at the local level, any person (s) may present his relevance by following the procedure described below.

DEFINITION:

GRIEVANCE- A grievance is any complaint or problem concerning the senior centers, center activities, programs, services, or personnel provided by this agency or its contract service provider.

PROCEDURE: A person should first submit his grievance to the Center Manager. This submission may be either written or verbal. If the problem is not settled to the person (s) satisfaction within 5 working days, the person (s) may present his grievance by filing a written request for the grievance to be heard by the Alexander City Senior Nutrition Advisory Board Council. This request should be received within 10 days following the action that caused the grievance. The following information should be included in the written request: Name, address, phone number and age of the person (s) wishing to express a grievance, the date of this request, the name, date, time, and location of the action resulting in the grievance, and a summary of the events resulting in the grievance. This request should be addressed to: Alexander City Senior Nutrition Center Advisory Council, 82 Court Square, Suite 103, Alexander City, Alabama 35010. Be sure to mark

the outside of the envelope "Grievance". Upon receipt of this request, the Alexander City Nutrition Center Advisory Board Chairman will contact the person (s) filing the grievance with 5 days to negotiate a specific date, time, and location for the grievance to be heard. The Alexander City Nutrition Center Advisory Board shall hear the grievance and attempt to resolve the problem within 10 working days of the hearing. If the grievance is not resolved to the person (s) satisfaction, he may appeal his grievance to the Program Administrator of the City of Alexander City by making a written request for his grievance to be heard. This request should be make within 5 working days of the hearing with the Program Administrator or the grievance will be considered settled. This request should include the same information as the request to the Alexander City Senior Nutrition Center Advisory Board and the same procedure shall be followed. The Program Administrator will hear the grievance and attempt to resolve the grievance within 10 working days of the hearing. Any decision or determination made by the Program Administrator will be final and shall be made within 10 working days of the request.

Minutes of all formal presentations of the grievance hearings and their results will be taken by someone appointed by the Program Administrator and Center Manager and distributed within 5 working days of each hearing to all parties involved in the grievance. Provisions for the protection of privacy of individuals and confidentiality of information will be made in all situations that necessitate such provision.

EAC Area Agency on Aging
Managing Programs Inventory Sheet

Grantee: City of Alexander City

Grant #: 04-09-03-02

February 11, 2016
Physical Inventory Date

Insured By

Quantity	Item Description	Location	Responsible Person	SN/VIN	Federal $ Used	Local $ Used	Date of Acquisition	Date of Disposition	Condition	Purchase Value	Present Value
1	LivingRoomSuite	Sr. Center	Taylor		Ø	1750.00	8/2008		S		
	Couch/Loveseat/Chair				Ø	199.99	8/2008		S		
					Ø	139.99	8/2008		S		
1	Coffee Table	Sr. Center	Taylor		Ø	100.00	8/2008		S		
1	End Table	Sr. Center	Taylor		Ø		8/2008		S		
1	55" Television	Sr. Center	Taylor		Ø	598.00	9/2013		LN		
1	WII Hardware	Sr. Center	Taylor		Ø	129.96	9/2013		LN		
1	WII Controllers	Sr. Center	Taylor		Ø	34.96	9/2013		LN		
1	WII Video Game	Sr. Center	Taylor		Ø	39.96	9/2013		LN		
1	25" Sanyo TV	Sr. Center	Taylor		Ø		2005		S		
1	TV Stand	Sr. Center	Taylor		Ø				S		
1	Filing Cabinet 4D	Sr. Center	Taylor		Ø				S	will not lock	
1	Filing Cabinet 4D	Sr. Center	Taylor		Ø	240.00	1/2007		LN		
1	Desk	Sr. Center	Taylor		Ø				S		
1	Hat/Coat Rack	Sr. Center	Taylor		Ø		2/1991		S	metal	
1	Sanyo VCR	Sr. Center	Taylor		Ø				S		
1	Sony DVD Player	Sr. Center	Taylor		Ø		2008		LN		
1	Metal Flavor Rite Food Warmer	Sr. Center	Taylor		Ø				S		
1	Stand for Food Warmer- metal	Sr. Center	Taylor		Ø				S		
1	Tea Urn	Sr. Center	Taylor		Ø		2009		LS		
1	Amana Refrigerator	Sr. Center	Taylor	model # ZIV2 9909282795	Ø				S		
1	Kenmore Refrigerator	Sr. Center	Taylor	FBA 5996070-1	Ø	700.00	1993		S		
1	Amana Microwave	Sr. Center	Taylor				1996		S		
1	desk Chair Blue	Sr. Center	Taylor		Ø				S		

EAC Area Agency on Aging
Managing Programs Inventory Sheet

ɜe _____ Physical Inventory Date

_____ Insured By

ıtity	Item Description	Location	Responsible Person	SN/VIN	Federal $ Used	Local $ Used	Date of Acquisition	Date of Disposition	Condition	Purchase Value	Present Value
	coffee pot	Sr. Center	Taylor	MODEL 1691992	Ø	#29.82	10/2011	10/	N	(Screw A2611BW)	
	Rangette Hot Plate	Sr. Center	Taylor	CUL765T	Ø				S		
	Hook cane blue	Sr. Center	Taylor		Ø				S		
	Sanitizing pan w/lid	Sr. Center	Taylor		Ø		/1991		S		
	Stainless Steel Pots	Sr. Center	Taylor		Ø	15.97	1/1996		S (only 1 has lid)		
	1/2 gal water pitcher	Sr. Center	Taylor		Ø				S		
	Wall clocks	Sr. Center	Taylor		Ø				S		
	dishpans blue	Sr. Center	Taylor		Ø				S		
	Rubbermaid Commercial Pro Serve Soft side bags	Sr. Center	Taylor		Ø	188.00	2/2009		1 LN 3.5		
2	Orange H Del Food Carriers	Sr. Center	Taylor	Model #2-3-2	Ø				S		
2	Metal push carts	Sr. Center	Taylor		Ø				S		
3	Baskets (plastic)	Sr. Center	Taylor		Ø				S		
1	Colander (Strainer)	Sr. Center	Taylor		Ø				S		
7	Serving trays	Sr. Center	Taylor		Ø		1990 3/1997		S		
2	Tongs	Sr. Center	Taylor		Ø				S		
2	# 8 scoop	Sr. Center	Taylor		Ø				S		
1	ice scoop	Sr. Center	Taylor		Ø				S		
1	measuring cup	Sr. Center	Taylor		Ø				S		
1	3½" spreader	Sr. Center	Taylor		Ø				S		
2	hand can openers	Sr. Center	Taylor		Ø				S		
1	metal spoon	Sr. Center	Taylor		Ø				S		
2	4oz slotted spoodle	Sr. Center	Taylor		Ø				S		
2	4oz solid spoodle	Sr. Center	Taylor		Ø				S		
1	large knife	Sr. Center	Taylor		Ø				S		

EAC Area Agency on Aging
Managing Programs Inventory Sheet

itee _____ Physical Inventory Date _____

it # _____ Insured By _____

antity	Item Description	Location	Responsible Person	SN/VIN	Federal $ Used	Local $ Used	Date of Acquisition	Date of Disposition	Condition	Purchase Value	Present Value
1	Rubber Mallet	Sr. Center	Taylor		Ø	#			S		
4	Spatula	Sr. Center	Taylor		Ø				S		
1	Utensil Pan (metal)	Sr. Center	Taylor		Ø				S		
1	First Aid Kit	Sr. Center	Taylor		Ø				S		
1	Kitchen Table	Sr. Center	Taylor		Ø				S		
6	Kitchen Chairs (blue)	Sr. Center	Taylor		Ø				S		
2	milk Crates	Sr. Center	Taylor		Ø				S		
2	magazine racks	Sr. Center	Taylor		Ø				S		
1	Old Podium	Sr. Center	Taylor		Ø				S		
2	Trash cans grey w/black lids	Sr. Center	Taylor	32 gal.	Ø				S		
5	trash cans (2 white 3 blue)	Sr. Center	Taylor	3 gal	Ø	45.00			S		
1	Display cabinet	Sr. Center	Taylor	34x3½x12 brown 4x6x12 blue	Ø				S		
1	Bookshelf	Sr. Center	Taylor		Ø				S		
1	Baldwin Piano w/ Bench	Sr. Center	Taylor		Ø				S		
2	cabinet type stoves	Sr. Center	Taylor		Ø				S		
1	6' table	Sr. Center	Taylor		Ø	139.00			N	6X30X29	
1	5' round table	Sr. Center	Taylor		Ø	225.00			N		
2	4X6 Conference table	Sr. Center	Taylor		Ø				S		
8	8' tables	Sr. Center	Taylor		Ø	1592.00			N	8X30X29	
1	American Flag w/stand	Sr. Center	Taylor		Ø				S		
6	Conference chairs	Sr. Center	Taylor		Ø				S	brown	
1	Conference chair	Sr. Center	Taylor	donated	Ø		1/2007		S	green	
2	Card Tables	Sr. Center	Taylor				7/1977		U	(but use)	

EAC Area Agency on Aging
Managing Programs Inventory Sheet

ntee _____ Physical Inventory Date _____

nt # _____ Insured By _____

antity	Item Description	Location	Responsible Person	SN/VIN	Federal $ Used	Local $ Used	Date of Acquisition	Date of Disposition	Condition	Purchase Value	Present Value
1	Storage rack	Sr. Center	Taylor		Ø				S		
8	Padded Metal Chairs	Sr. Center	Taylor		Ø		20 - 2006 8 - 9/2010		LN		
5	metal chairs	Sr. Center	Taylor		Ø				S		
1	older padded chair	Sr. Center	Taylor		Ø						
1	Credenza Cabinet	Sr. Center	Taylor		Ø	647.00			S		
1	Desk / brown	Sr. Center	Taylor		Ø				S		
1	Desk chair (blue)	Sr. Center	Taylor		Ø				S		
1	Adding Machine	Sr. Center	Taylor		Ø	21.93	9/2008		~~LN~~ LN		
1	Brother Typewriter	Sr. Center	Taylor		Ø	250.00	/1992		S		
2	Filing Cabinets 4D	Sr. Center	Taylor		Ø	230.00	/1993		S		
1	Filing Cabinet 4D	Sr. Center	Taylor		Ø	394.40	9/9/2010		N		
2	card tables w/ 8 chairs	Sr. Center	Taylor		Ø	99.76	9/9/2010		LN		
7	padded black chairs	Sr. Center	Taylor		Ø	133.00	9/16/2010		LN		
2	pencil sharpeners	Sr. Center	Taylor		Ø				S		
1	B.P. kit	Sr. Center	Taylor		Ø				S		
1	6' ladder	Sr. Center	Taylor		Ø				LN		
1	Dayton Fan w/stand	Sr. Center	Taylor		Ø				S		
1	Weed Eater	Sr. Center	Taylor	2510	Ø	49.95	7/1997		S		
1	100' Extention Cord	Sr. Center	Taylor		Ø	7.87	9/1997		S		
3	Visitor Chairs	Sr. Center	Taylor	donated	Ø		/2007		S		
1	FM/AM Radio	Sr. Center	Taylor		Ø				S		
1	Weatherband Radio	Sr. Center	Taylor		Ø	39.99	3/1997		S		
1	25' Extention Cord	Sr. Center	Taylor		Ø				S		
1	Gym Chairs	Sr. Center	Taylor	donated	Ø				S		
1	Rubbermaid mop bucket w/mop	Sr. Center	Taylor		Ø	55.00	11/1996		S		

EAC Area Agency on Aging
Managing Programs Inventory Sheet

ntee _____ Physical Inventory Date _____

nt # _____ Insured By _____

antity	Item Description	Location	Responsible Person	SN/VIN	Federal $ Used	Local $ Used	Date of Acquisition	Date of Disposition	Condition	Purchase Value	Present Value
2	Staplers	Sr. Center	Taylor		Ø	$4			S		
1	Hoover .33 Vaccum	Sr. Center	Taylor		Ø				S		
1	Power Surge Strip	Sr. Center	Taylor		Ø	9.96	7/1997		S		
1	Garbage Disposal	Sr. Center	Taylor		Ø	316.01	4/1998		S		
1	Bulletin Boards	Sr. Center	Taylor		Ø	255.00	4/1998		S		
1	9' Christmas Tree	Sr. Center	Taylor		Ø	donated	12/1996		S Guy Lorene Kirk Family		
1	Fence/Gate for Elevator (basement)	Sr. Center	Taylor		Ø	2560.00			N		
3	Desk trays (stackable)	Sr. Center	Taylor		Ø	10.08	12/1986		S		
1	Computer System	Sr. Center	Taylor		Ø	729.65	12/2007		S		
1	Print/Copy/Fax Machine	Sr. Center	Taylor		Ø	124.74	1/2008		LN		
1	DVD Player	Sr. Center	Taylor		Ø	48.87	9/2008		LN		
1	Heat pan/Warmer	Sr. Center	Taylor		Ø	10.38	4/2008		S		
1	Water Heater	Sr. Center	Taylor		Ø	339.45	3/2008		LN		
1	Okeiro Food Sealer	Sr. Center	Taylor	M-1208N S-182199	Ø				LN		
2	Wet Floor Signs	Sr. Center	Taylor		Ø				LN		
1	Stanley Screwdriver	Sr. Center	Taylor		Ø				LN (has exchangeable tips)		
1	First Aid Kit (Van)	Sr. Center	Taylor		Ø				S		
1	Bio Hazard Kit (Van)	Sr. Center	Taylor		Ø				S		
1	2005 Modified Ford Van	Sr. Center	Taylor			10/2005			S		
1	2003 Chev. Tahoe	Sr. Center	Taylor	donated	Ø				S (Dr. B.B. Sellers)		
1	Canon Imagerunner D420 Copier	Sr. Center	Taylor		Ø	214.94	11/8/2011		LN		
1	Computer System	Sr. Center	Taylor		Ø	832.99	12/2013		N		

e Grantee by signature below agrees that the above equipment has been inventoried and accounted for. The above inventory will be properly aintained by the Grantee and notification to the EACAAA will be made of any changes of status.

ficial Grantee Signature

Janice Taylor

enter Manager Signature

*Condition
N=Like New
S=Serviceable
U=Unserviceable

HEARTSAVER FIRST AID CPR AED

Heartsaver® First Aid CPR AED

American Heart Association.

Janice Taylor

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA Heartsaver First Aid CPR AED Program. Optional completed modules are those NOT marked out:

Child CPR AED | Infant CPR | Written test

Issue Date	Recommended Renewal Date
09/16/2014	09/2016**

HEARTSAVER FIRST AID CPR AED

Training Center Name: BREMSS	TC ID #: AL 05259
TC Info: Birmingham, AL, 35205, 205-934-2595	
Course Location: Oxford	
Instructor Name: Jim Curtis	Inst. ID #: 07110033707
Holder's Signature: Janice Taylor	

© 2011 American Heart Association *Tampering with this card will alter its appearance.* 90-1820

Safety First ~~Fire~~ Equipment Co.
A Division of Fire Guard Protection Systems, Inc.
P.O. Box 240304
Eclectic, AL 36024
334-541-3000

INVOICE 10643

ORDER NO.	INVOICE DATE	
	1-29-16	GE
DATE SHIPPED	SHIPPED VIA	
NO. PCS. / WT.	FOB	TERMS
		net Invoice

SOLD TO

City of Alex City
824 Rail Road
P.O. Box 562
Alex City, AL 35010

SHIPPED TO

Bud Porch Center
Sportsplex

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3		Annual Inspection of F.E. – Bud Porch Center	10.00	30.00
2		Annual Inspection of F.E. – Sportsplex Gym	10.00	20.00
2		Annual Inspection of F.E. – Sportsplex Senior Center	10.00	20.00
1		Annual Inspection of F.E. – Sportsplex Activity Center	10.00	10.00
4		Annual Inspection of F.E. – Sportsplex Baseball Tower	10.00	40.00
2		10lb ABC Hydrostatic Test & Recharge	45.00	90.00
1		Annual Inspection of F.E. – Sportsplex Softball Field	10.00	10.00
7		Annual Inspection of F.E. – Sportsplex Stadium	10.00	70.00
1		Semi-Annual Inspection of Range Hood - Sportsplex	100.00	100.00
3		450° Fuse Links	10.00	30.00
1		CO_2 Cartridge	20.00	20.00
2		5lb ABC Fire Extinguishers	59.50	119.00
				$559.00

has mandated that maintaining meal levels is a priority statewide.

Also, please remember that all program reports must be submitted before reimbursements can be made for that period.

Again, thank you for your assistance. If you have questions or need further information, please do not hesitate to call.

Sincerely,

Albertha F. Grant

Attachments

cc: Mayor
County Commission Chair

Grant # 04-14-03-02

Amendment #1

GRANT AGREEMENT FOR
SERVICES FOR THE ELDERLY

RENEWAL AMENDMENT

This grant amendment entered into this 1st day of October by and between the East Alabama Regional Planning and Development Commission, hereinafter referred to as the "Area Agency on Aging" or "EAC AAA", and the City of Alexander City hereinafter referred to as the "grantee."

WHEREAS, the EAC AAA (contingent upon continued availability of funds" desires to renew and extend Grant Agreement # 04-14-03-02 to assure the continued provision of services as outlined within the original agreement.

WHEREAS, the services of the Grantee under this Grant Amendment shall commence no later than October 1, 2015 and shall continue until September 30, 2016.

NOW THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed that both parties shall conform and comply with the provisions of the original agreement, including all attached exhibits and assurances, for the period of this amendment. Funds available for this period are as described in Exhibit II of this amendment, and must be reflected, along with the required matching funds, in a completed Exhibit III, which shall be made a part of this amendment.

IN WITNESS WHEREOF, the Area Agency on Aging has executed this agreement as of the date first above witnessed.

WITNESS:

By _____

Area Agency on Aging

_____
Executive Director, East Alabama Regional Planning and Development Commission

WITNESS:

By _____
Randy M. Thomas

Grantee: Alexander City

By _____
Charles R. Shaw, Sr.

Exhibit I

Grantee Certification of Designated Program Administrator*

The Grantee agrees that in order to assure that the program is administered properly and that the requirements of the agreement are fulfilled, the person designated below will be responsible for the following:

- Supervision of local Aging Services Programs including Senior Center Programs and program staff or supervisor of project staff and project services.
- Serve as the point of contact for the EAC Area Agency on Aging staff to address the results of monitoring activities performed by the staff of the EAC Area Agency on Aging and the Alabama Commission on Aging.
- Be responsible for the provision of training for local program staff.
- Be responsible for the timely submission of all reports and requests mandated by the EAC Area Agency on Aging and Alabama Commission on Aging.
- Provide assurance that all client files will be maintained and retained under locked Center Manager control.
- Be responsible for formally monitoring the local program at least two (2) times per year.
- Be responsible for the Grantee's compliance with the Grant Agreement requirements.

Designated Program Administrator:

Name: Randy M. Thomas

Address: P.O. Box 552

Alexander City, Al. 35011-0552

Telephone #: 256-329-6708

E-mail address: randy.thomas@alexandercityal.gov

Authorized by:
(Person Executing Grant Agreement)

Charles R. Shaw, Sr.

Charles R. Shaw, Sr.-Mayor

Exhibit II

Alexander City

Grantee: 04-16-03-02

East Alabama Regional Planning and Development Commission
The Area Agency on Aging
Local Community Aging Services Program
Notice of FY16
Title III Award

			TOTAL
1	Title III-B Funds	$ 3,591	
2	Title III-B Contributions (Access Services)	$ 342	$ 3,933
3	Title III-C Project Management	$ 2,000	
4	Title III-C Contributions (Congregate)	$ 7,915	$ 9,915
5	Title III-D Health Promotion	$ 0	$ 0
6	SenioRx	$ 0	$ 0
7	SUBTOTAL		$ 13,848
8	Required Grantee Match	$ 1,539	
9	**TOTAL FUNDS**		$ 15,387
10	Project Meals (Based on meals provided as of September 30, 2015)		$ 59,812
11	**GRAND TOTAL**		$ 75,199

EXHIBIT III

EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
AREA AGENCY ON AGING
TITLE III BUDGET & FINANCIAL SUMMARY REPORT

Grantee: Alexander City	Contract Number: 04-16-03-02	Mark One:	I certify that the information contained herein
Address: P.O. Box 552	Contract Period: 10/01/15 - 09/30/16	_X___ Original Budget	is accurate to the best of my knowledge.
Alexander City, AL 35011-0552	Report Period: 10/01/15 - 09/30/16	____ Revised Budget	Grantee Signature Charles R. Shaw, Jr.
	Date Submitted: 2/12/2016	____ Monthly Request	
	Funds Requested: 13848	____ Quarterly Request	EAC AAA Approval:
Phone: 256-329-6708			

Cost Category	III B Support Services	III B Transportation	III C Support Services	III D Health Services	Total Expenditures for Period	Year to Date Expenditures	Approved Budget	Budget Balance
EAC Funds:								
1. Personnel/Fringe		3933.00	9915.00		0.00	0.00	13848.00	0.00
2. Project Management					0.00	0.00	0.00	0.00
3. Equipment					0.00	0.00	0.00	0.00
4. Other					0.00	0.00	0.00	0.00
Total EAC Expenditures	0.00	3933.00	9915.00	0.00	0.00	0.00	13848.00	0.00
Cash Match:								
1. Personnel/Fringe		36500.00	39700.00		0.00	0.00	76200.00	0.00
2. Project Management					0.00	0.00	0.00	0.00
3. Equipment					0.00	0.00	0.00	0.00
4. Other		5500.00	5500.00		0.00	0.00	11000.00	0.00
Total Cash Match	0.00	42000.00	45200.00	0.00	0.00	0.00	87200.00	0.00
In-Kind Match								
1. Personnel/Fringe					0.00	0.00	0.00	0.00
2. Project Management			7200.00		0.00	0.00	7200.00	0.00
3. Equipment					0.00	0.00	0.00	0.00
4. Other					0.00	0.00	0.00	0.00
Total In-Kind Match	0.00	0.00	7200.00	0.00	0.00	0.00	7200.00	0.00
GRAND TOTAL	0.00	45933.00	62315.00	0.00	0.00	0.00	108248.00	0.00

Voucher No.		Vendor No.	
Element		Trans No.	
Element		Trans No.	
Element		Trans No.	
Element		Trans No.	
Element		Trans No.	
Element		Trans No.	

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 19753

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall

obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

02/15/2016
Date

Mayor
Signature and Title of Authorized Official

Alexander City
Name of Applicant or Recipient

4 Court Square
Street

Alexander City, Al. 35010
City, State, Zip Code

Form HHS-690
5/97

Grant Assurances

I. General Assurances

(1) To administer all services in accordance with the Older Americans Act of 1965, as amended, and with the regulations, policies, and procedures established by the Alabama Department of Senior Services, the Area Agency on Aging, the Commissioner of the Administration on Aging and/or the Secretary of Health and Human Services.

(2) To meet the requirements of safeguarding confidential information under relevant program regulations.

(3) To operate the program fully in conformance with all applicable Federal, State and local fire, safety, health and sanitation standards prescribed by law or regulation.

(4) To act as an advocate for programs for older persons by drawing attention to their needs for services and opportunities for services.

(5) To assure that preference will be given to providing services to older individuals with the greatest economic or social needs with particular attention to low-income minority individuals. However, a means test will not be used to deny or limit an older person's receipt of service. The provider will set specific objectives for providing services to older individuals with greater economic or social needs, and include specific objectives for providing services to low-income minority individuals.

(6) To specify how the provider intends to satisfy the needs of low-income minority individuals in the area served; and that the provider serve low-income minority individuals in accordance with their need for such services.

(7) To provide a free and voluntary opportunity for service recipients to contribute to the cost of the service.

(8) To conduct outreach that will identify individuals eligible for assistance under the Older Americans Act, with special emphasis on rural elderly, older individuals, with greatest economic and social needs (with particular attention to low-income minority individuals), and older individuals with severe disabilities, and inform such individuals of the availability of assistance. Outreach is a required service for Older American Act Title III Programs.

II. Program Assurances

In relation to this agreement, the Grant shall perform the following functions described in this attachment for the Title III Program.

(1) Perform the functions described in the Grantees approved Local Community Profile approved by the EAC AAA and hereby made a part of this agreement.

(2) Adhere to the Grantees approved budget for the provision of services as outlined by this agreement.

(3) Provide assurances that the provision of services is based on:

A) The uniform service definitions established for the Title III Program and approved by EAC AAA; and

B) Provide services to individual aged 60 or over as established by the Title III Program; and

C) Give priority of services to individual with the greatest social and economic need with particular attention to low-income minority individuals; and

D) Policies and procedure established by the Title III Program, the EAC AAA and/or the Alabama Department of Senior Services.

(4) Collect and account for program contributions according to established procedures provided by the EAC AAA and further defined by Title III.

(5) Staff and Training:

A) Provide staff with a plan defining their responsibilities, including program responsibilities, emergency situations, disaster plan implementation, illness, etc.

B) Insure that personnel hired under this grant agreement will participate in all training events sponsored by the EAC AAA and the Alabama Department of Senior Services, and operate all programs following written procedures provided by the EAC AAA and ADSS.

C) Provide staff with adequate training to insure the delivery of quality services.

(6) Administrative Requirements:

A) Provide designated person to be responsible for services required by its agreement. This person will be directly responsible for the training and supervision of program staff, both paid and volunteer.

B) Provide adequate staff, paid and/or volunteer, to perform the required services.

C) Insure that personnel hired under the grant will participate in training events sponsored by the Area Agency on Aging and the State Department of Senior Services.

D) Provide service and financial records on a monthly basis, which are needed by the Area Agency on Aging for its reports to the State Department of Senior Services.

E) Maintain records in such a manner that confidentiality will not be violated.

F) Insure that no information obtained from an individual will be disclosed in a form which would identify him or her, without his or written permission.

(7) Local Advisory Council:

1) Grantee shall maintain a local advisory committee of five to seven people. The committee must be represented by at least 50% individuals age 60 and over of which at least 2 should be participants of the program. Remaining representation may be other persons knowledgeable of the local community and older person's needs. The local committee may have a number of rolls. Advisory Committee must meet at least quarterly. Paid staff at Grantee should only participate as a source of information and should never make decisions regarding who receives services.

The main responsibilities are to review and recommend services, and to assist in the development of community programs for individuals age 60 and over, which is coordinated by the local grantee agency.

2) Grantee shall provide a list of committee members to EAC AAA to be made a part of this grant agreement.

Exhibit V

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Exhibit IV

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 19753

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided.

Exhibit V

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

A. By execution of this Grant Agreement and Certification the Grantee certifies that it will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing a drug-free awareness program to inform employees about -

1) The dangers of drug abuse in the workplace;
2) The Grantee's policy of maintaining a drug-free workplace;
3) Any available drug counseling, rehabilitation, and employee assistance programs; and
4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

1) Abide by the terms of the statement; and
2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e) Notifying the Area Agency on Aging within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -

1) Taking appropriate personnel action against such an employee, up to and including termination; or
2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The site(s) for the performance of work done in connection with this specific Grant Agreement

1. 82 Court Square
(Street Address)

Alexander City, AL 35010
(City, County, State, Zip Code)

2. _____
(Street Address)

_____
(City, County, State, Zip Code)

The Grantee will inform East Alabama Regional Planning and Development Commission of any additional site for performance of work under this Grant Agreement.

The undersigned is authorized to make the foregoing certification and assurances and to execute this Certificate on behalf of the Grantee.

EXECUTED BY: Alexander City
GRANTEE

P.O. Box 552, Alexander City, Al. 35010-0552
ADDRESS

Charles R. Shaw, Sr.
AUTHORIZED OFFICER
Charles R. Shaw, Sr.-Mayor

02/15/2016
DATE

Exhibit VI

ASSURANCE OF COMPLIANCE WITH THE U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-110 REGARDING PROCURMENT, AND SUSPENSION AND DEBARMENT

Alexander City (Hereinafter called the "Sub grantee")

HEREBY AGREES THAT it will comply with A-102 Common Rule and OMB Circular A-110 regarding procurement and suspension and debarment from any program or activity for which the Sub grantee receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sub grantee, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Sub grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Dated 02/15/2016

Alexander City (Sub grantee)

BY: Charles R. Shaw, Sr.

(President, Chairman of Board or comparable authorized official)

Charles R. Shaw, Sr.-Mayor

Exhibit VII

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

RE Contract/Grant/Incentive (*describe by number or subject):*
04-16-03-02 by and between
Alexander City (Contractor/Grantee) and
Are Agency on Aging (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Mayor with the Contractor/Grantee named above, is authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee's business structure is as indicated by my initials.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a.) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

____ (b.) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

{**Alien** is any person who is not a citizen or national of the United States, as described in 8 U.S.C §1101, et seq., and any amendments hereto.}
{**Unauthorized Alien** is an alien who is not authorized to work in the United States as defined in 8 U.S.C. §1324a(h)(3).}

4. The Contractor/Grantee is enrolled in E-Verify unless {*initial the following selctions wich apply*}:

____ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.

____ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this 15 day of February 2016.

Alexander City

Name of Contractor/Grantee/Recipient

By: Charles R. Shaw, Sr. Charles R. Shaw, Sr.

Its Mayor

The above Certification was signed in my presence by the person whose name appears above, on this 15 day of February 2016.

WITNESS Randy M. Thomas

Randy M. Thomas

Print Name of Witness

Scope of Services
Title III-B

Senior Center Service Descriptions:

- **Outreach** - Title III mandates that all grantees provide extensive outreach services in an attempt to locate those most in need of assistance. Outreach should be sufficient to recruit individuals into the local program to assure stability and/or growth of local provision of services.

- **Senior Center Program** - Grantee shall provide for a facility to be used as a local community focal point for the provision of services to individuals age 60 or over and as outlined in the Local Community Profile for Aging Services.

- **Public Education** - Grantee is responsible for the provision of Education/Training program for providing formal or informal opportunities to individuals age 60 and over, including group events designed to increase awareness in areas such as crime, accident prevention, personnel enrichment, crafts, community services, health promotion, etc. Education/Training must be provided at least two (2) times per month.

Transportation:

- **Transportation** - The Grantee will provide transportation services to persons 60 years of age and older.

- **Assisted Transportation** – The Grantee will provide assisted transportation services to persons 60 years of age and older.

In Home Services:

- **Personal Care** – Providing personal assistance, stand-by assistance, supervision or cues for persons with the inability to perform one or more of the following activities of daily living: eating, dressing, bathing, toileting, transferring in and out of bed/chair or walking.

- **Homemaker** – Providing assistance to persons with the inability to perform one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, vacuuming or doing light housework.

- **Chore** – Providing assistance to persons having difficulty with one or more of the following instrumental activities of daily living: heavy housework, mowing the lawn, yard work, sidewalk maintenance, or minor home modifications.

Scope of Services
Title III-C-1
Congregate Meals
and
Title III-C-2
Home Delivered Meals

Service Requirements:

- **Congregate Nutrition Services** - Grantee shall provide congregate meal services according to Title III service definitions and policies outlined by the Title III programs as established by the EAC AAA. This service must be provided a minimum of 240 days per year.

- **Home Delivered Meals** - Grantee shall provide Home Delivered meals according to Title III service definitions and policies outlined by the Title III program or as established by the EAC AAA. This service must be provided a minimum of 240 days per year.

- **Nutrition Education** - Grantee is responsible for providing nutrition education programs to both congregate and home delivered meal participants. Nutrition education should include assistance with meal planning, budgeting, nutrition advice, and shopping assistance. Nutrition education must be provided one (1) time per week.

Program Operations:

- Grantee shall be responsible for assuring meals allocated are served in direct proportion to the number approved. The EAC AAA may increase or decrease meal allocation according to utilization. Daily sign-in sheets for homebound and congregate recipients must be submitted daily.

- Grantee shall provide a facility in which the congregate and home delivered meal program will operate as established by the EAC AAA.

- Grantee will be responsible for reimbursement of EAC AAA for any ineligible meals not served or any meal components that are not replaced that effect USDA reimbursement.

- Center Equipment to Carry Out Safe and Sanitary Operations.

- The Grantee shall, in accordance with current guidelines provided by the Area Agency on Aging, provide adequate multi-peril liability insurance coverage for general personal injury, bodily injury and property damage, and loss of contents or improvements funded through the Area Agency on Aging due to fire, lightning, hailstorm, windstorm, smoke, aircraft, vehicles, vandalism, theft or malicious mischief, and shall certify to the Area Agency on Aging that said coverage has been acquired, is current and shall be maintained.

- Internet (broadband/high speed preferred) access at local level to allow reporting be completed via computer.

- Staff and Training:

    - Provide a center manager to work a minimum of four hours daily at each site.

    - Provide a designated person to be responsible for services as required by this agreement. This person will be directly responsible for the training and supervision of program staff, both paid and volunteer.

Scope of Services
Title III-D
Prevention

Service Descriptions:

- **Disease Prevention and Health Promotion Services** – Services include health screenings and assessments; organized physical fitness activities; evidence-based health promotion programs; medication management; home injury control services; and/or information, education, and prevention strategies for chronic disease and other health conditions that would reduce the length or quality of life of the person 60 or older.

SERVING DAYS FOR FISCAL YEAR 2016

OCTOBER

Serving Days:	22
Theme Day:	None
Holidays:	None

NOVEMBER

Serving Days:	18
Theme Day:	Nov. 25
Holidays:	Nov. 11 Veteran's Day
	Nov. 26-27 Thanksgiving

DECEMBER

Serving Days:	17
Theme Day:	Dec. 18
Holidays:	Dec. 24-31 Christmas

JANUARY

Serving Days:	19
Theme Day:	None
Holidays:	Jan. 1 New Year's Day
	Jan. 18 ML King Day

FEBRUARY

Serving Days:	21
Theme Day:	None
Holidays:	None

MARCH

Serving Days:	22
Theme Day:	Mar 24
Holidays:	Mar 25 Good Friday

APRIL

Serving Days:	20
Theme Day:	None
Center Mgr Training	April 27

MAY

Serving Days:	21
Theme Day:	May 27
Holidays:	May 30 Memorial Day
MayDay	TBA

JUNE

Serving Days:	22
Theme Day:	None
Holidays:	None

JULY

Serving Days:	20
Theme Day:	July 1
Holidays:	July 4 Independence Day

AUGUST

Serving Days:	23
Theme Day:	None
Holidays:	None

SEPTEMBER

Serving Days:	21
Theme Day:	None
Holidays:	Sept. 5 Labor Day

TOTAL SERVING DAYS =	247
TBA by EAC	4
April 27	1
Total Serving days for	242

6/22/15

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
STEVE HAYS
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

February 12, 2016

Albertha F. Grant
East Alabama Regional Planning
and Development Commission
P.O. Box 2186
Anniston, Al. 36202-2186

Re: FY-2016 Senior Nutrition Program
In-Kind Donation

Dear Albertha:

Alexander City donates the square footage and utilities for the space occupied by the nutrition center program at the Charles T. Porch Center. The in-kind square footage rental rate will remain at $300 per month and the utilities will remain at $300 per month.

If you have any questions, please give me a call at 256-329-6708.

Sincerely,

Randy

Randy M. Thomas
Community Development Coordinator

CITYO-2 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dark Insurance Agency, Inc. 410 Hillabee Street P.O. Box 506 Alexander City, AL 35011-0506 John C. Dark, CIC	CONTACT NAME: John C. Dark, CIC PHONE (A/C, No, Ext): 256-234-5026 FAX (A/C, No): 256-234-5038 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Trident Insurance Services — 19860
INSURED City of Alexander City P.O.Box 552 Alexander City, AL 35011	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		PE4628780	06/16/2015	06/16/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS X comp-$1000 X coll-$1000			BA4628780	06/16/2015	06/16/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			UMB4628780	06/16/2015	06/16/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Public Officials			PO4628780	06/16/2015	06/16/2016	Occurrnce Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured on General Liability as their interest may appear in reference to grant #0405302

CERTIFICATE HOLDER

EASTAL2

East Alabama Regional Planning and Development Commision
P.O. Box 2186
Anniston, AL 36202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aplen Dark

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*This person can not be the Senior Center Manager

Exhibit I-A

Grantee Certification of
Designated Fiscal Administrator

The Grantee agrees that in order to assure that the program is administered properly and that the requirements of the agreement are fulfilled, the person designated below will be responsible for the following:

- Serve as the point of contact for EAC Fiscal staff regarding issues related to grantee request for reimbursement.
- Be responsible for the provision of training for local fiscal staff.
- Be responsible for the timely submission of all fiscal reports and requests mandated by the EAC Area Agency on Aging and the Alabama Commission on Aging.
- Be the formally designated staff for signing all fiscal reports submitted to EAC (i.e., original budget, budget revisions, requests for reimbursements).

Designated Fiscal Administrator:

Name: Randy M. Thomas

Address: P.O. Box 552

Alexander City, Al. 35010-0552

Telephone # 256-329-6708

E-mail address: randy.thomas@alexandercityal.gov

Authorized by:
(Person Executing Grant Agreement)

Charles R. Shaw, Sr.
Charles R. Shaw, Sr.-Mayor

RESOLUTION NO. 16-29

WHEREAS, the recently formed Board of Trustees governing the merger of three state community colleges in our region will be making a decision on the fate of the location of the main campus in the near future; and

WHEREAS, said merger will save money, trim administrative duplication and establish one regional institution placing greater emphasis on workforce development; and

WHEREAS, Dr. Susan Burrow, President of Central Alabama, was selected as the permanent President. Under her leadership, great strides have been made in technical training, as well as co-op programs and numerous other advancements to ensure workforce readiness; and

WHEREAS, the Central Alabama Community College(CACC)main campus is the most centrally located of the campuses being considered and lies only blocks from Highway 280, a major thoroughfare connecting Auburn to Birmingham; and

WHEREAS, the Alexander City community, through corporate and personal donations, and self-advocated taxation of tourism dollars raised over 1.3 million to support the Gateway to Education Foundation, which provides free scholarships to graduating seniors from Alexander City's Benjamin Russell High School. This is done out of our commitment to the Alexander City college and its impact on our future workforce; and

WHEREAS, Central Alabama Community College is the home of the Betty Carol Graham Technology Center which is an industrial training facility that offers services in direct response to a prioritized list of needs from manufacturers; and

WHEREAS, in 2013, CACC opened a new, 22,600 square feet research and media library dedicated to keeping pace with technological advances in education; and

WHEREAS, Alexander City's attractiveness to industry can be easily seen in the three Industrial Parks in and around the city. These parks total over 600 acres with most infrastructure already in place; and

WHEREAS, Central Alabama Community College has replaced Russell Corporation as the pride of Alexander City. The importance of the college to the City cannot be overstated, and the college has the full support of the local people, organizations and government. The success of this institution is and will continue to be a priority to everyone in the Alexander City area; and

WHEREAS, We believe that this new Regional Community College should not stand in the shadow of a major four-year University due to its location, instead, it should be an independent, viable institute of higher learning. The new, community college could not choose a better partner to achieve this goal than Alexander City.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute this Resolution urging the Board of Trustees to select the Central Alabama Community College campus as the home for the administrative offices of the newly merged regional community college institution.

ADOPTED this 26th day of February, 2016.

ADOPTED this 26th day of February, 2016.

Robert Howard
President of the City Council

APPROVED this 26th day of February, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-29 which was duly adopted by the City Council on this 26th day of February, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 26th day of February, 2016.

Harriett C Scott

As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION No. 16-30

WHEREAS, the City of Alexander City was awarded a 2014 Transportation Alternative Project (TAP) grant through the Alabama Department of Transportation (ALDOT) for a streetscape project to replace the sidewalks, install handrails, curb and gutters, irrigation system, landscaping (paving by City) in the Broad Street area, and

WHEREAS, the bids received for said Broad Street TAP improvements exceeded the estimated amount for said project, and

WHEREAS, the City has also received funding notification for a 2015 TAP project for Lee Street, and

WHEREAS, the City did request and did receive permission from ALDOT to request Supplemental Agreements to both the 2014 TAP Broad Street streetscape grant and the 2015 TAP Lee Street streetscape grant to transfer funds as shown below:

2014 TAP (Broad Street)
Original Federal Portion - $278,599.00
Original Sponsor Portion - $ 69,649.75

Revised Federal Portion - $478,599.00
Revised Sponsor Portion - $119,649.75

2015 TAP (Lee Street)
Original Federal Portion - $355,658.00
Original Sponsor Portion - $ 88,914.50

Revised Federal Portion - $155,658.00
Revised Sponsor Portion - $ 38,914.50, and

WHEREAS, the Lee Street (TAP) streetscape project has not been designed or bid, said project can be scaled back to allow both projects to be completed as planned, and

WHEREAS, adequate money was budgeted to cover the proposed City's share of the Revised Sponsors Portion for both projects as shown above.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City that the Mayor be and is hereby authorized to execute the Supplemental Agreement # 1 to both the Broad Street Tap Project # TAPAA-TA14(927)S1 and the Lee Street Tap Project # TAPAA-TA15(908)S1 for the transfer of funds as shown in this Resolution.

ADOPTED this 10th day of March, 2016.

Robert Howard
President of the City Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hassett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-30 which was duly adopted by the City Council on this 10th day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 10th day of March,2016.

Harriett C. Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-31

WHEREAS, the City of Alexander City, Alabama, pursuant to Resolution No. 07-68 approved the formation of Stone Bridge at Lake Martin Development District ("District") pursuant to *Ala. Code* §11-99A-1, et. seq. (1975, as amended); and

WHEREAS, the District now has no assets and no debt and its Board of Directors have formally resolved to dissolve the District pursuant to *Ala. Code* §11-99A-27, et. seq. (1975, as amended) (a copy of said Resolution is attached hereto and made a part of), and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City of Alexander City, Alabama, does consent to and permits the dissolution of the District as requested by its Board of Directors and by this Resolution, the formation of Stone Bridge at Lake Martin Development District be and is hereby dissolved.

ADOPTED this 10th day of March, 2016.

Robert Howard
President of the Council
Pro Tempor

APPROVED this 10th day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-31 which was duly adopted by the City Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 10th day of March, 2016.

S E A L

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, City Council
FROM: Public Works
DATE: February 17, 2016
SUBJECT: Stonebridge Sanitary Sewer

Please add the attached resolution and supporting documents to the council meeting agenda for March 7, 2016. Also attached is the Excel spreadsheet for the force main installation prepared by Larry E. Speaks and Associates on behalf of the developers of Stonebridge. The cost estimate provides the proposed costs for the developers and the City to upgrade the original 8" pipe to 10" pipe and construction of force main from the development on Highway 63 to the Sugar Creek Wastewater Treatment Plant. We have also included the original resolution from 2009 in which the City agreed to participate in the cost of the sewer.

BURR FORMAN LLP

results matter

Brent D. Hitson
bhitson@burr.com
Direct Dial: (205) 458-5391
Direct Fax: (205) 244-5649

420 North 20th Stre
Suite 340
Birmingham, AL 3520

Office (205) 251-300
Fax (205) 458-510

BURR.CO

February 9, 2016

W. Larkin Radney, III
Barnes & Radney, P.C.
800 N. Central Avenue
Alexander City, AL 35010

Re: Resolution for Dissolution of Stone Bridge at Lake Martin Improvement District

Dear Larkin:

Following up on our telephone conference last week, attached is a copy of the executed Resolution of the Board of Directors of Stone Bridge at Lake Martin Improvement District requesting that the City Council of Alexander City formally dissolve the District. In simple terms, the District no longer owns any real property or other assets and owes no debts or other obligations. It is my understanding that the current owner of the real property formerly covered by the District is presently in the process of developing that property and is requesting certain cooperation from Alexander City in that regard. We believe that the dissolution of the District will benefit the development of the real property at issue and, therefore, will benefit the City as well.

Very truly yours,

Brent D. Hitson

BDH/ca
Enclosure
cc: Blake Oliver, Esq.

RESOLUTION OF THE BOARD OF DIRECTORS OF STONE BRIDGE AT LAKE MARTIN IMPROVEMENT DISTRICT

The undersigned, representing all of the members of the Board of Directors of Stone Bridge at Lake Martin Improvement District, an Alabama public corporation (the "District"), in accordance with all applicable laws, do hereby certify that at a duly called special meeting of the Board of Directors of the District, with a quorum being present and with the undersigned each expressly waiving any notice requirements, the following resolutions were adopted and that said resolutions are now in full force and effect, have not been rescinded or modified, and that there is nothing in the District's articles of incorporation, regulations, or by-laws that in any way limits or restricts the District's power to engage in the activities set forth below:

WHEREAS, the District is a public corporation duly organized and existing under the provisions of Ala. Code §11-99A-1 *et. seq.*, as amended from time to time, and created pursuant to Resolution No. 07-68 of the City Council of the City of Alexander City, Alabama, adopted on May 7, 2007;

WHEREAS, Ala. Code § 11-99A-27 expressly provides for the dissolution and liquidation of an improvement district if at any time such district has no assessments outstanding, and has paid all its indebtedness, and such district desires to be dissolved and liquidated;

WHEREAS, the District has no assessments outstanding, and has paid all of its indebtedness;

WHEREAS, the District has no assets and owns no real or personal property of any kind; and

WHEREAS, the undersigned believe that it is in the best interests of the District that the District be dissolved and liquidated;

NOW THEREFORE BE IT RESOLVED that the District hereby recommend and request that the City of Alexander City, as the appointing government, immediately dissolve the District and authorize any further liquidation deemed necessary to effect a full and complete dissolution and liquidation of the District.

RESOLVED FURTHER that the District authorizes Greg B. Smith, in his capacity as a Director and Secretary/Treasurer for the District, to sign, execute, and otherwise take any and all actions reasonably necessary to carry out the resolutions of the District set forth herein.

RESOLVED FURTHER that Greg B. Smith may sign and otherwise execute all other ancillary documents and take all other steps that may be deemed by him necessary to carry out and perfect the rights, duties, and obligations of the District pursuant to the resolutions set forth herein or in accordance with Alabama law.

RESOLVED FURTHER that any and all other actions heretofore taken by any of the undersigned, in the name of and on behalf of the District are hereby approved, ratified, and confirmed in all respects.

IN WITNESS **WHEREOF**, the undersigned hereby execute this resolution as of the 8th day of February, 2016.

Stephen W. Whatley

Mark A. Chambers

Gregory B. Smith

Phillip E. Adams

Blake L. Oliver

IN WITNESS WHEREOF, the undersigned hereby execute this resolution as of the 8th day of February, 2016.

Stephen W. Whatley

Mark A. Chambers

Greg B. Smith

Phillip E. Adams

Blake L. Oliver

RESOLUTION NO. 16-32

WHEREAS, the owner/developer of the property known as Stonebridge located within the city limits of the City of Alexander City, Alabama, on Alabama Hwy. 63 South desires to complete the development of the residential project, and

WHEREAS, the owner/developer has need for sanitary sewer service, and

WHEREAS, the City of Alexander City, Alabama, had previously agreed to participate in the provision of sanitary sewer service for said project pursuant to City Resolution No. 09-80, dated June 1, 2009, and

WHEREAS, the project and provision of sanitary sewer service did not go forward and the prior owner/developer (Stone Bridge at Lake Martin Development District) of said project is no longer an existent entity and does not have an interest in said property or development, and

WHEREAS, it is in the best interest of the City of Alexander City, Alabama, to now participate in the provision of sanitary sewer service for the current owner/developer (Stonebridge Development Group II, LLC) and also any future development in the area of Alabama Hwy. 63 South, and

WHEREAS, Larry E. Speaks & Associates, Inc. have provided an estimated cost to the City to provide sanitary sewer services for the proposed development consisting of upgrading to 10" pipe in lieu of the original 8" pipe and constructing a force main sewer line from the present pumping station on Alabama Hwy. 63 to the Sugar Creek Waste Water Plant;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that it is financially beneficial and in the best interest to the City to provide sanitary sewer services as specified for the purpose of serving the proposed residential development and future development on Alabama Hwy. 63 South in the City and Police limits of Alexander City, Alabama.

NOW THEREFORE, BE IT FURTHER IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the 2015-2016 Capital Budget be amended by the amount of $97,575.00 to be disbursed only if the development proceeds and as needed, and that Resolution No. 09-80 is hereby rescinded.

NOW THEREFORE, BE IT EVAN FURTHER RESOLVED that the Mayor be and is hereby authorized to execute any contracts or documents necessary to give effect to this Resolution.

ADOPTED this 10th day of March, 2016.

Robert T Howard
President of the Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles R. Shaw Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-32 which was duly adopted by the City Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 10th day of March 2016.

Hannah C Scott

As Clerk of the City of
Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, City Council
FROM: Public Works
DATE: February 17, 2016
SUBJECT: Stonebridge Sanitary Sewer

Please add the attached resolution and supporting documents to the council meeting agenda for March 7, 2016. Also attached is the Excel spreadsheet for the force main installation prepared by Larry E. Speaks and Associates on behalf of the developers of Stonebridge. The cost estimate provides the proposed costs for the developers and the City to upgrade the original 8" pipe to 10" pipe and construction of force main from the development on Highway 63 to the Sugar Creek Wastewater Treatment Plant. We have also included the original resolution from 2009 in which the City agreed to participate in the cost of the sewer.

STONEBRIDGE DEVELOPMENT
FORCE MAIN INSTALLATION EVALUATION
ALABAMA HIGHWAY NO. 63, ALEXANDER CITY, ALABAMA
January 20, 2016

	8" FM Installation (Stonebridge Pump Station to Sugar Creek WWTP)							10" FM Installation* (Stonebridge Pump Station to Sugar Creek WWTP)						
		Unit	*Item*	*Cost/unit*	*Total Cost*	*DE General Cost*	*Alex City Cost*		*Unit*	*Item*	*Cost/unit*	*Total Cost*	*DE General Cost*	*Alex City Cost*
Proposed Force Main Installation														
Stonebridge PS to Alex City location														
- Material & Labor (4 man crew)	4205	lf	8" PVC Force Main	$30.00	**$126,150.00**	$126,150.00	$0.00	4205	lf	10" PVC Force Main	$35.00	**$147,175.00**	$126,150.00	$21,025.00
- Material & Labor (4 man crew)	450	lf	8" D.I. Force Main	$35.00	**$15,750.00**	$15,750.00	$0.00	450	lf	10" D.I. Force Main	$45.00	**$20,250.00**	$15,750.00	$4,500.00
- Pipe Encasement Boring & Materials	4	ea	Encase/Bore	$6,800.00	**$27,200.00**	$27,200.00	$0.00	4	ea	Encase/Bore	$7,500.00	**$30,000.00**	$27,200.00	$2,800.00
- Pipe Fittings/connectors	1	ea	Fittings	$4,250.00	**$4,250.00**	$4,250.00	$0.00	1	ea	Fittings	$5,000.00	**$5,000.00**	$4,250.00	$750.00
- Excavation/Testing	4655	ea	Excavation/Test	$1.50	**$6,982.50**	$6,982.50	$0.00	4655	ea	Excavation/Test	$1.50	**$6,982.50**	$6,982.50	$0.00
- Surveying/Engineering	1	ea	Survey/Engineer	$10,000.00	**$10,000.00**	$10,000.00	$0.00	1	ea	Survey/Engineer	$10,000.00	**$10,000.00**	$10,000.00	$0.00
*Alex City location to Sugar Creek WWTP***														
- Material & Labor (4 man crew)	1250	lf	8" PVC Force Main	$30.00	**$37,500.00**	$0.00	$37,500.00	1250	lf	10" PVC Force Main	$35.00	**$43,750.00**	$0.00	$43,750.00
- Material & Labor (4 man crew)	250	lf	8" D.I. Force Main	$35.00	**$8,750.00**	$0.00	$8,750.00	250	lf	10" D.I. Force Main	$45.00	**$11,250.00**	$0.00	$11,250.00
- Creek Crossing	1	ea	Pipe crossing	$6,800.00	**$6,800.00**	$0.00	$6,800.00	1	ea	Pipe crossing	$7,500.00	**$7,500.00**	$0.00	$7,500.00
- WWTP line connection/tie	1	ea	Plant Tie	$1,500.00	**$1,500.00**	$0.00	$1,500.00	1	ea	Plant Tie	$1,500.00	**$1,500.00**	$0.00	$1,500.00
- Pipe Fittings/connectors	1	ea	Fittings	$2,000.00	**$2,000.00**	$0.00	$2,000.00	1	ea	Fittings	$2,500.00	**$2,250.00**	$0.00	$2,250.00
- Basic Excavation/Testing	1500	ea	Excavation/Test	$1.50	**$2,250.00**	$0.00	$2,250.00	1500	ea	Excavation/Test	$1.50	**$2,250.00**	$0.00	$2,250.00
Total for Force Main Installation					***$249,132.50***	*$190,332.50*	*$58,800.00*					***$287,907.50***	*$190,332.50*	*$97,575.00*
TOTAL COST					**$249,132.50**	**$190,332.50**	**$58,800.00**					**$287,907.50**	**$190,332.50**	**$97,575.00**

These estimated figures were supplied based actual and on the anticipated costs to construct the pump station and force main for Stonebridge. Unit costs do not account for any rock that may be encountered.

**** The 10" force main allows for excess capacity on the line and would allow for future development in this area to tie into this system based on engineering calculations.***

***** The segment of the force main installation labeled "Alex City location to Sugar Creek WWTP" did not include any cost for engineering, surveying, rock excavation, erosion control measures, or demolition.***

Harriett Scott

From: Larkin Radney <lradney@barnesandradney.com>
Sent: Friday, January 29, 2016 9:32 AM
To: Gerard Brewer; Sandra J Machen
Cc: Harriett Scott; Mayor; James Spann; 'Sandra Bryars'
Subject: Stone Bridge Improvement District

I have received the Council resolution allowing the Mayor to fund up to $108,000 for sewage project at Stone Bridge development.
However, it is somewhat stale in that it was passed in 2009. I believe in all fairness to the City ,the present council should review this and act on any request.
With that said , I am curious if there was a contract entered into by the City and Stone Bridge when this resolution was passed? Doesn't appear that a contract was involved, but if there is a contract
, that may change my opinion.

Larkin Radney
BARNES & RADNEY, P.C.
P.O. Drawer 877
Alexander City, AL 35011-0877
(256) 329-8438 - Telephone
(256) 329-0809 - Facsimile

NOTICE: This e-mail is from a law firm, Barnes & Radney, P.C. and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail and any attachments from your computer and do not copy or disclose this e-mail or any attachments to anyone else.

RESOLUTION NO. 09-80

WHEREAS, the Stone Bridge at Lake Martin Development District located on Alabama State Highway 63 (AL 63) south of Alexander City inside the corporate limits of Alexander City has a need for sanitary sewer service, and

WHEREAS, the City of Alexander City, Alabama, would like to provide said sanitary sewer service to said development, and

WHEREAS, engineering studies have determined that an eight (8) inch sanitary sewer force main line will be required to adequately serve said development from the Stone Bridge sewer pump station to the Alexander City sewer pump station on AL 63, and

WHEREAS, the City would like to upsize said sanitary sewer force main line from an eight (8) inch sanitary sewer force main line to a 10 inch sewer force main line to accommodate future growth in and along said AL 63, and

WHEREAS, the owner of the Stone Bridge Subdivision development, DE General, had previously agreed to the City's request to construct a sewer pump station and sewer force main line from said development to the existing City owned sanitary sewer pump station located on AL 63, and

WHEREAS, it has since been determined that it would be more cost effective to the City to pump the sewage directly from the Stone Bridge sewer pump station directly to the Sugar Creek Advanced Wastewater Treatment Plant and bypass the existing City owned pump station on AL 63, and

WHEREAS, engineering estimates have determined that the total cost of said 10 inch sewer force main line construction would be approximately $577,000, and

WHEREAS, the additional cost to the City to upsize said sewer force main from an eight (8) inch line to a 10 inch line to accommodate future growth would be approximately $108,000, and

WHEREAS, it has been determine that it is in the best financial interest of the City to upsize said sewer force main at this time,

NOW, THEREFORE; BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to commit up to $108,000, when needed, to pay for the City's portion of upsizing said sewer force main.

ADOPTED this 1st day of June, 2009.

Richard L. Langford
President of the City Council

APPROVED this 1st day of June, 2009.

Barbara H. Young
Mayor

ATTEST:

City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 09-80 which was duly adopted by the City Council on this 1st day of June, 2009.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of June, 2009.

As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-33

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, in the Regular Council Meeting assembled that Sandra J. Machen, Finance Director, be and is hereby authorized to open such bank accounts as she in her discretion may deem expedient in the USAmeriBank of Alexander City, Alabama, BB& T of Alexander City, Alabama, Regions Bank of Alexander City, Alabama, River Bank Trust of Alexander City, Alabama and Wells Fargo of Alexander City, Alabama, and to draw and sign checks and drafts upon such account or accounts on behalf of the City of Alexander City, Alabama. One signature is all that will be required on such checks.

BE IT FURTHER RESOLVED by City Council of the City of Alexander City, Alabama, that the Mayor, Charles Shaw, and City Clerk, Harriett C. Scott, be and are hereby authorized to sign checks on such accounts as selected by the Finance Director on behalf of the City of Alexander City, Alabama, in the absence of the Finance Director.

ADOPTED this 10th day of March, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 10th day of March,2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-33 which was duly adopted by the City Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 10th day of March , 2016.

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO: 16-34

RESOLUTION OF THE CITY OF ALEXANDER CITY, ALABAMA TO ALLOW SUNDAY ALCOHOL SALES

Come now the City Council of the City of Alexander City, Alabama. on the 10th day of March, 2016, and after consideration of all facts and circumstances state as follows:

1. The City Council of the City of Alexander City, Alabama, desires to support local businesses and restaurants.

2. The City Council of the City of Alexander City, Alabama, wishes to give the citizens of the City of Alexander City, Alabama, the right to vote on the ability to provide additional revenue to these businesses and capture sales tax revenue on alcohol that is being spent outside of the city on Sundays.

3. A local legislative act is necessary to authorize a referendum for on premises and off premises alcohol sales on Sundays within city limits of the City of Alexander City, Alabama.

4. That the legal sales and distribution of alcoholic beverages within this municipality on Sundays as provided for and regulated by ordinance of the municipal governing body.

5. The Mayor and City Council believe that the citizens of City of Alexander City, Alabama, have the fundamental right to vote on whether to allow alcohol sales seven days a week subject to the time limitations stated herein.

NOW, THEREFORE, in consideration thereof, it is RESOLVED that the City Council of the City of Alexander City, Alabama, supports and requests that the legislative delegation introduce a Bill to be entitled an Act which would authorize the City Council of the City of Alexander City, Alabama, to hold a referendum on a date and time that the City deems appropriate to determine whether the citizens of the City of Alexander City, Alabama, support the sale of alcohol on Sundays as stated herein and establish the rules governing the sales.

ADOPTED this 10th day of March, 2016.

Robert Howard
President of the City Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles R. Shaw Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

RESOLUTION NO. 16-34

PAGE NO. _____

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-34 which was duly adopted by the City Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 10th day of March, 2016.

Harriett C Scott

City Clerk of the City
Alexander City , Alabama

SEAL

RESOLUTION NO. 16-35

WHEREAS, the City of Alexander City, Alabama, owns certain property located at the intersection of Joseph Street and Elizabeth Street, and

WHEREAS, Bellsouth Telecommunications, LLC, d/b/a AT&T Alabama, has requested that the City of Alexander City, Alabama, grant an easement to said property to construct, operate, and maintain, fiber services, and

WHEREAS, the City Engineer finds that granting said easement is necessary to enhance the provision of fiber services to the public in the area of the old Russell Campus, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alexander City, Alabama, be and hereby approve the granting of said easement to AT&T Alabama, and authorizes the Mayor to execute all documents as necessary to provide said easement.

ADOPTED this 10th day of March, 2016.

Robert T Howard
President of the Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-35 which was adopted by the Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 10th day of March, 2016 .

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, City Council
FROM: Public Works
DATE: February 17, 2016
SUBJECT: AT&T Easement on Joseph Street

Please add the attached resolution to the City Council meeting agenda for Monday, March 7, 2016. AT&T has requested an easement on a portion of City-owned property on Joseph Street. This easement is to allow them to publicly serve the area of the old Russell Campus with fiber.

STATE OF ALABAMA
COUNTY OF **Tallapoosa**

8416-C-AL
(01-2013)

Preparer's name and address:

Dale Parker
1801 Airport Rd.
1st Floor
Opelika, AL 36801

Grantee's Address:BellSouth Telecommunications, LLC, d/b/a AT&T Alabama
3196 HWY 280
Room 102 N
Birmingham, AL 35243

EASEMENT

For and in consideration of **NO** dollars ($ **0.00**) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, page _____, _____ County, Alabama Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section **34**, Township **23 North**, Range **21 East**, _____ Meridian, **Tallapoosa** Country, State of Alabama, consisting of a (☐ strip) (☒ parcel) of land

see Attachments "A" & "B"

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC, d/b/a AT&T Alabama its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:
See Attachments "A" & "B"

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of **March**, **2016**.

Signed, sealed and delivered in the presence of:

City of Alexander City, Alabama
Name of Company/Corporation

Witness
(Print Name) _____

(Address) **P.O. Box 552**
Alexander City, Alabama 35011

Witness
(Print Name) _____

By: Charles R. Shaw, Sr.
Title: **Honorable Mayor**

Attest: Harriett C Scott
City Clerk

State of Alabama, County of **Tallapoosa**

I, **Harriett Scott**, Notary Public in and for said County in Alabama, hereby certify that **Charles R. Shaw, Sr.** whose name as **Honorable Mayor** of the **City of Alexander City, Alabama**, a company/corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company/corporation.

Given under my hand this 16 day of **March**, **2016**.

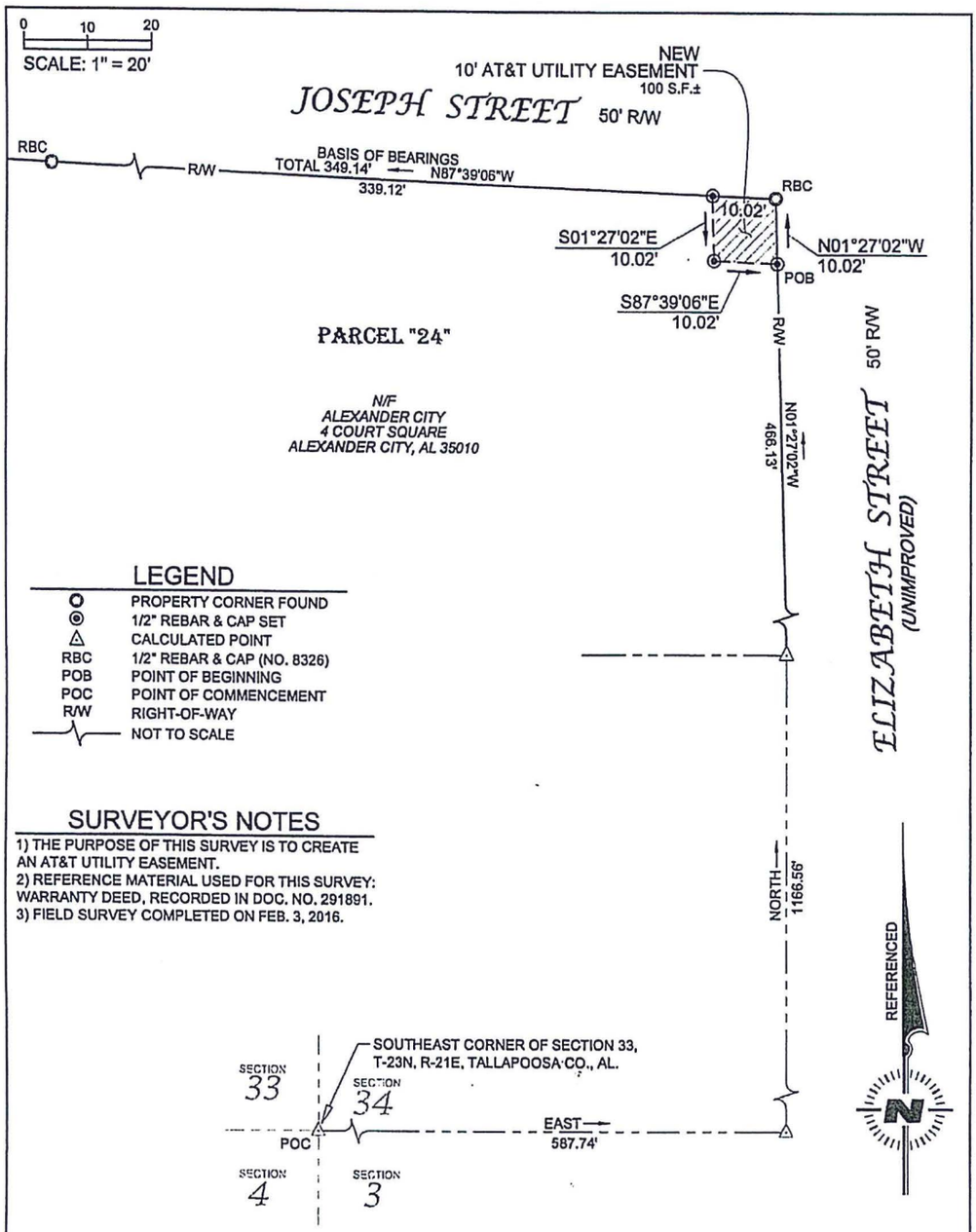
Harriett C Scott
Notary Public
(Print Name) **Harriett Scott**

My Commission Expires:
HARRIET C. SCOTT
Notary Public, AL State at Large
My Comm. Expires July 13, 2016

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, LLC.

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Approval		Title	

ATTACHMENT "A"



"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."

D. Nathan McBride DATE: 2-9-16

D. NATHAN McBRIDE
REG. NO. 23345

ALABAMA REGISTERED NO. 23345 PROFESSIONAL LAND SURVEYOR D. NATHAN McBRIDE

McBride-McGill, LLC
CIVIL ENGINEERING & LAND SURVEYING
2505 Crawford Rd., Phenix City, AL. 36867
Office: (334) 297-5717 * Fax: (334) 297-1066
Email: comments@mcbride-mcgill.com
Web: http://www.McBride-McGill.com

EASEMENT SURVEY

NEW AT&T UTILITY EASEMENT LOCATED ON PARCEL "24", LYING IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 21 EAST, TALLAPOOSA COUNTY, ALABAMA

PREPARED FOR:
AT&T - ALABAMA

DRAWN BY: B. HARRIS	PROJECT: 1049.16	DATE: FEB. 9, 2016	SCALE: 1" = 20'	SHEET NO.: 1 / 1

STATE OF ALABAMA)

COUNTY OF TALLAPOOSA)

ATTACHMENT "B"

An AT&T Utility Easement as shown on an Easement Survey by D. Nathan McBride *(Alabama Registered Professional Land Surveyor No. 23345)* dated Feb. 9, 2016, said easement is located on Parcel "24" *(as described in Document Number 291891, in the Office of the Judge of Probate of Tallapoosa County, Alabama),* lying in Section 34, Township 23 North, Range 21 East, Tallapoosa County, Alabama, containing 100 square feet, more or less, and being more particularly described as follows:

COMMENCING from the southeast corner of Section 33, Township 23 North, Range 21 East, Tallapoosa County, Alabama, thence East a distance of 587.74 feet to a point; thence go North a distance of 1166.56 feet to a point located on the western right-of-way of Elizabeth Street *(having a 50' right-of-way width, unimproved)*; thence along said right-of-way North 01°27'02" West a distance of 466.13 feet to an iron and the POINT OF BEGINNING; thence continuing along said right-of-way North 01°27'02" West a distance of 10.02 feet to an iron located at the intersection of the said right-of-way of Elizabeth Street with the southern right-of-way of Joseph Street (*having a 50' right-of-way width*) leaving said right-of-way of Elizabeth Street going along said right-of-way of Joseph Street North 87°39'06" West a distance of 10.02 feet to an iron; thence leaving said right-of-way of Joseph Street South 01°27'02" East a distance of 10.02 feet to an iron; thence South 87°39'06" East a distance of 10.02 feet to the POINT OF BEGINNING.

Subject to easements & restrictions of record

Prepared By:

Registered Professionals in Alabama & Georgia!

McBRIDE-McGILL, LLC

CIVIL ENGINEERING & LAND SURVEYING

2505 Crawford Road
Phenix City, AL 36867
(334)297-5717
www.mcbride-mcgill.com

RESOLUTION NO. 16-36

WHEREAS, the City of Alexander City Department of Public Works has received a request from a local college student interested in municipal operations to complete a summer internship, primarily at the Public Works, and

WHEREAS, the prospective intern has requested to complete the internship from May 16, 2016 through August 5, 2016, as a volunteer with no pay and/or benefits, and

WHEREAS, the City Engineer has met with the prospective intern, and feels that the internship would be a great opportunity for both the student and the City of Alexander City, Alabama, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City of Alexander City Department of Public Works be and is hereby authorized to conduct a summer internship for said student under the direct supervision of the City Engineer.

ADOPTED this 10th day of March, 2016.

Robert T Howard
President of the Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-36 which was adopted by the Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 10th day of March, 2016.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, City Council
FROM: Public Works
DATE: February 17, 2016
SUBJECT: Public Works Summer Intern

Please add the attached resolution to the City Council meeting agenda for Monday, March 7, 2016. A local college student has requested to complete a summer internship with the Department of Public Works. The student has requested to complete the internship as a volunteer with no pay and/or benefits. The Human Resources Director has verified with the City Attorney that this type of internship is acceptable.

RESOLUTION NO. 16-37

WHEREAS, the following bid for a EMS Monitor and Defibrillator as per Requisition No. 16-01 for the Fire Department was opened, read, and listed in the office of the City Clerk on Tuesday, February 23, 2016, at 2:00 p. m.:

BIDDER	BID
Bound Tree Medical Dublin, Ohio	No Response
Physio-Control Pegram, Tennessee	No Response
Zoll Medical Birmingham, Alabama	$26,580.94

and

WHEREAS, it has been determined by the Purchasing Agent and the Fire Chief that the one (1) bid received was a reasonable bid meeting all the required specifications .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that contract for purchase of one new/unused EMS Monitor and Defibrillator as per Requisition No. 16-01 be and is hereby awarded to Zoll Medical in an amount not to exceed $26,580.94.

ADOPTED the 10th day of March, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles E. Shaw, Sr.
Mayor

ATTEST:

Hamett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-37 which was adopted by the Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 10th day of March, 2016 .

Hamett C Scott
City Clerk
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-38

WHEREAS, the following bid for installation of field lights at the new Soccer Field as per Requisition No. 16-02 for the Parks and Recreation Department was opened, read, and listed in the office of the City Clerk on Tuesday, February 23, 2016 at 2:15 p. m. as follow:

BIDDER	BID
Bill's Electric Alexander City, AL	$37,857.00
Crosby Electric Company Montgomery, Alabama	No Response
Clowdus Electric Kellyton, AL	No Response
Southern Electrical Sylacauga, Alabama	No Response
Auburn Electrical Auburn, Alabama	No Response

and,

WHEREAS, it has been determined by the Purchasing Agent and the Director of Parks and Recreation the bid received was a reasonable bid meeting the required specification.

NOW, THERFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the contract for the for installation of field lights at the new Soccer Field as per Requisition No. 16-02 for the Parks and Recreation Department be and is hereby awarded to Bill's Electric of Alexander City, Alabama, in an amount not exceed $37,857.00.

ADOPTED this 10th day of March, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersign as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-38 which was duly adopted by the City Council on the 10th day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 10th day of March , 2016.

Kaurett C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION 16-42

WHEREAS, the City of Alexander City, Alabama, does seeks to promote retail development in our area, and

WHEREAS, the City of Alexander City, Alabama, has an existing Memorandum of Understanding with MAB American Management, LLC. related to a potential retail development in the old Russell Corporation campus, and

WHEREAS, the City of Alexander City, Alabama, feels that the completion of Phase II of the Central Blvd. through the old Russell Corporation campus would promote retail development in that area, and

WHEREAS, MAB American Management, LLC. has requested a conditional letter of commitment assuring that Phase II of Central Blvd. from Joseph Street to Lee Street will be completed if the property known as the New # 1 site is selected for the development of a retail establishment that it is representing.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that by adoption of this Resolution, Alexander City, Alabama, does commit to complete Phase II of Central Blvd. from Joseph Street to Lee Street in a timely manner if said site, known as the New # 1 location, is selected for said retail development represented by MAB American Management, LLC.

ADOPTED this 10th day of March, 2016.

Robert Howard
President of the City Council
Pro Tempore

APPROVED this 10th day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-42 which was duly adopted by the City Council on this 10th day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 10th day of March, 2016.

Harriett C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

March 11, 2016

MAB American Management, LLC.
Attention: John Argo
525 N. Tryon Street
Suit2 1600
Charlotte, North Carolina 28202

Re: Alexander City, Alabama

Dear Mr. Argo:

By copy of this letter, I am transmitting a copy of a Resolution that was passed by unanimous consent at the Thursday, March 10, 2016, City Council meeting. This letter and Resolution will serve notice of the City of Alexander City's conditional commitment to complete Phase II of the Central Blvd. from Joseph Street to Lee Street.

This commitment is conditional upon the retail development that you are representing does select the site that is referred to as the New #1 site located on the southern end of Central Blvd.

I, and Alexander City, look forward to the successful development of this very important retail addition to our community. Please contact me if you have any questions or concerns.

Sincerely,

Charles R. Shaw Sr.

Charles R. Shaw, Sr.
Mayor

cc: Ann Rye

RESOLUTION No. 16-43

WHEREAS, the City of Alexander City does have two (2) contracts for services (1. Administration and 2. Inspection) with the firm of Monroe and Associated, LLC., as it relates to the dilapidated structure removal grant funded through the Alabama Department of Economics and Community Affairs, and

WHEREAS, the City feel that it is in the best interest of the project and the City of Alexander City to terminate said contract in accordance with Article VI of said contracts.

NOW, THEREFORE BE IT RSOLVED, by the City Council of the City of Alexander City, that the Mayor be and is hereby authorized to send notification to Monroe and Associates notifying them of the City's decision to terminate their services as spelled out in the contracts dated January 6, 2015.

ADOPTED this 21st day of March, 2016.

Robert T Hraid
President of the City Council

APPROVED this 21st day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hamitt C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-43 which was duly adopted by the City Council on this 21st day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 21st day of March, 2016.

Hamitt C Scott

As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-44

WHEREAS, the City Council of the City of Alexander City, Alabama, wishes to begin the process for potential municipal securities, Series 2016 Water and Sewer Revenue Warrants and 2016 General Obligation Warrants, and

WHEREAS, the firm of Piper Jaffray & Company, a company which specialties in underwriting respecting the Warrants, has met with City Officials and made a presentation to the City Council , and

WHEREAS, Piper Jaffray & Company has presented to the City Council an Engagement Letter with G17 Disclosure which is preliminary in nature and non-binding and may be terminated at any time by you or us.

NOW, THEREFORE , BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute the Engagement Letter with G17 Disclosure.

ADOPTED this 21st day of March, 2016.

Robert Howard
President of the City Council
Pro Tempore

APPROVED this 21st day of March 2016.

Mayor

ATTEST:

Hanett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as the City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-44 which was duly adopted by the City Council on the 21st day of March, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 21st day of March, 2016.

Hanett C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-45

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, the following be and are hereby appointed as voting delegates for the Monday, May 16, 2016, annual business session of the Alabama League of Municipalities Convention as follows:

Billy Ray Wall
Voting Delegate

Tony Goss
1st Alternate Voting Delegate

Bobby Tapley
2nd Alternate Voting Delegate

ADOPTED this 21st day of March, 2016.

President of the Council

APPROVED this 21st day of March, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-45 which was duly adopted by the City Council on the 21st day day of March, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 21st day of March, 2016.

SEAL

Harriett C Scott
As Clerk of the City
of Alexander City, Alabama

VOTING DELEGATE AUTHORIZATION FORM

COPY

This form must be returned to
THE ALABAMA LEAGUE OF MUNICIPALITIES NO LATER THAN
April 29, 2016, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Session of the League on Monday, May 16, 2016, at 3:45 p.m.**

The following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on May 16, 2016.

Please print the requested information.

Voting Delegate: Billy Ray Wall Council Member District 4
Name/Title

1st Alternate Voting Delegate: Tony Goss Council Member District 6
Name/Title
(To vote only in absence of Voting Delegate)

2nd Alternate Voting Delegate: Bobby Tapley Council Member District 1
Name/Title
(To vote only in absence of Voting Delegate & 1st Alternate)

IMPORTANT NOTICE

THE LEAGUE CONSTITUTION REQUIRES THAT VOTING DELEGATES AND ALTERNATES BE ***ELECTED MUNICIPAL OFFICIALS.***

Completed by: Harriett Scott
(Please Print)

Title: City Clerk

City/Town: City of Alexander City

Date: March 25, 2016

Return completed form to:
Alabama League of Municipalities, P. O. Box 1270, Montgomery, AL 36102
or by FAX:
(334) 263-0200

REMOVED FROM AGENDA

RESOLUTION NO. _____

WHEREAS, the City of Alexander City, Alabama, is the owner of certain property which is no longer needed for public or municipal purposes, and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, as follows:

Spring Flooring
(5) Balance Beams
(2) Uneven Bars
(3) Pommel Horse
(1) Spring Board
(1) Mini Trampoline
(1) Tumble Track
(12) Floor Mats,
various other gymnastics equipment and office supplies

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to dispose of said property as the Council directs..

ADOPTED this 4th day of April, 2016.

Robert Howard
President of the Council

APPROVED this 4th day of April, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. _____ which was duly adopted by the City Council on this 4th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 4th day of April, 2016.

SEAL

_____
As City Clerk of the
City of Alexander City,
Alabama

RESOLUTION NO. 16-47

WHEREAS, the diesel pump at the City Shop has broken, and

WHEREAS, it has been determined that pump is unrepairable, and will need to be replaced, and

WHEREAS, Purchasing Agent has obtained quotes for said Gasboy pump, model l9153K diesel pump to go with the existing equipment as follows:

MECO	$6,152.00
Eestes Equipment Company	$6,289.00

WHEREAS, it has been determined by the Purchasing Agent that Estes Equipment Company submitted the lowest responsible quote meeting the required specifications.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the that the 2015/2016 Operating Budget be and is hereby amended in the amount of $3,500.00 with the remainder of the cost to be taken out of the current budgetary funds.

ADOPTED this 4th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 4th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-47 which was adopted by the Council on the 4th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of April, 2016.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-48

WHEREAS, the City of Alexander City, Alabama, provides training for all its employees, and

WHERAS, the training for public safety employees is governed by State Law as to the required training and total expenses of the training which include but not limited to, salary paid during training, transportation costs paid to trainee for travel to and from the training facility, room, board, tuition, overtime paid to other employees who fill in for the trainee during his or her absence, and any other related training expenses, and

WHEREAS, Section 36-21-7 of the State of Alabama Code provides for the reimbursement by the new employer for training requirement mandated by Article 3, (commencing with Section 36-21-40) of this chapter, or by Chapter 32 (commencing with Section36-32-1), the total training expenses shall be reimbursed to the municipality which paid for the training, upon demand, and

WHEREAS, the City of Alexander City, Alabama, has three (3) former employee of the Fire Department which did not complete 24 months after completing the training requirements mandated by Article 3 , and

WHEREAS, the City of Alexander City, Alabama, has presented the City of Childersburg, Alabama, with required billing for said reimbursement, and

WHEREAS, the City of Alexander City, Alabama, has demanded payment which has not been received , and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, resolves that the unpaid debt described above, be and is hereby given to the City Attorney for collection as set out in Section 36-21-7 of the State of Alabama Code.

ADOPTED this 4th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 4th day of April, 2016.

Charles P. Shaw, Sr.
Mayor

ATTEST:

Hamett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-48 which was adopted by the Council on the 4th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 4th day of April, 2016.

Hamett C Scott
City Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-49

WHEREAS, the City of Alexander City, Alabama, is the owner of certain property which is no longer needed for public or municipal purposes, and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, as follows:

Spring Flooring
(5) Balance Beams
(2) Uneven Bars
(3) Pommel Horse
(1) Spring Board
(1) Mini Trampoline
(1) Tumble Track
(12) Floor Mats,
various other gymnastics equipment and office supplies

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to dispose of said property by placing on govdeal.com.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hannah C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-49 which was duly adopted by the City Council on this 18th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016.

SEAL

Hannah C. Scott
As City Clerk of the
City of Alexander City,
Alabama

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

March 25, 2016

To Mayor & City Council

Subject: Request Authority to Dispose of Excess/Salvage Property

1. In accordance with Alabama Code of 1975, Section 11-43-56, request the City Council declare the below listed property salvage/excess.

   1 Lot Spring Flooring, (5) Balance Beams, (2) Uneven Bars, (3) Pommel Horse, (1) Spring Board, (1) Mini Trampoline, (1) Tumble Track, (12) Floor Mats, Various other Gymnastics equipment and office supplies.

2. Further requests the City Council authorize the Purchasing Agent authority to dispose of property.

Miles P Hamlett
Purchasing Agent

RESOLUTION NO. 16-50

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on May 19,2016, at 5:30 p m to hear public comment on the proposed amendments to the Zoning Ordinance .

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the City Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hazel C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-50 which was duly adopted by the City Council on this 18th day of April, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 18th day of April, 2016..

SEAL

Hazel H C Scott
As City Clerk
City of Alexander City,
Alabama

RESOLUTION 16-51

WHEREAS, the City of Alexander City, Alabama, in order to attract jobs and investment has offered certain incentives, with claw backs whereby the city is protected and the company is held to certain requirements, including, but not limited to; investment, quantity of jobs and pay scale thresholds and,

WHEREAS, the City of Alexander City did offer to have a minimum amount of parking spaces for Korens USA Inc. in the amount of 100 parking spaces, with the expectation, that Korens will have within three years one hundred ninety (190) employees at their present location at 600 Joseph Street and that within four (4) years shall be ready to expand their operations by at least adding a building of eighty to one hundred thousand square feet at the Avondale property and,

WHEREAS, by contractual agreement the City of Alexander City agreed to have for the use of Korens, a minimum of one hundred (100) parking spaces. The original parking spaces at the Korens location was thirty (30) spaces with the intent to build a parking lot at the rear of the Korens building that would add seventy (70) additional spaces and;

WHEREAS, the opportunity for the City of Alexander City to purchase one half of the parking lot between Korens and Aprinta has arisen and whereby the cost will be less than building a parking lot and would have at least twenty (20) more spaces available. For reference the building of an additional parking lot at the rear of Korens was estimated to be $110,000 to $120,000 and the purchase of the aforementioned parking would be a savings of money and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorize to enter into an agreement to purchase one half of the parking lot between Aprinta and Korens for the price of one hundred thousand ($100,000) dollars to fulfill the contractual agreement with Korens for the additional parking area. The City Clerk is hereby authorized to attest the Mayor's execution of the Resolution and to carry out the terms.

BE,IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, the 2015/2016 Capital budget be and is hereby amend in an amount not to exceed $100,000.00 with funds coming from the Economic Development Account.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the City Council
Pro Temopre

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hazel C Scott
City Clerk

CERTIFICATION OF CITY CLERK

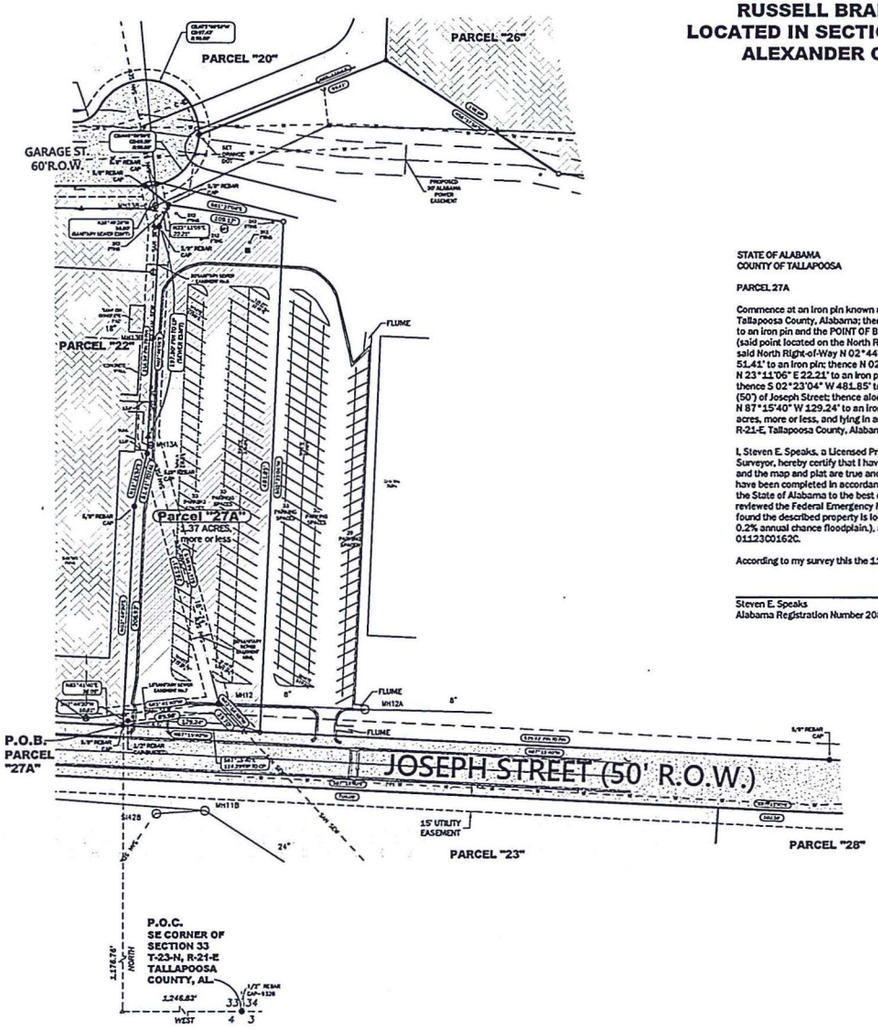
The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-51 which was duly adopted by the City Council on this 18th day of April, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016.

Kenneth C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

BOUNDARY SURVEY
FOR
PARCEL 27A
RUSSELL CAMPUS
RUSSELL BRANDS PROPERTY
LOCATED IN SECTION 33, T-23-N, R-21-E,
ALEXANDER CITY, ALABAMA



STATE OF ALABAMA
COUNTY OF TALLAPOOSA

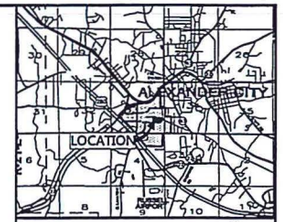
PARCEL 27A

Commence at an iron pin known as the Southeast Corner of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama; thence West 1,246.83' to a point; thence North 1,176.76' to an iron pin and the POINT OF BEGINNING for the herein described parcel of land (said point located on the North Right-of-Way (50') of Joseph Street; thence leaving said North Right-of-Way N 02°44'20" E 206.93' to an iron pin; thence N 13°31'52" E 51.41' to an iron pin; thence N 02°48'06" E 214.34' to an iron pin; thence N 23°11'06" E 22.21' to an iron pin; thence S 81°37'04" E 109.17' to an iron pin; thence S 02°23'04" W 481.85' to an iron pin located on the North Right-of-Way (50') of Joseph Street; thence along said North Right-of-Way (50') of Joseph Street N 87°15'40" W 129.24' to an iron pin and the point of beginning. Containing 1.37 acres, more or less, and lying in and being a part of the SE1/4 of Section 33, T-23-N, R-21-E, Tallapoosa County, Alabama.

I, Steven E. Speaks, a Licensed Professional Engineer and Licensed Professional Land Surveyor, hereby certify that I have surveyed the property shown on this map and plat and the map and plat are true and correct; that all parts of this survey and drawing have been completed in accordance with the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief, and I have reviewed the Federal Emergency Management Agency Flood Insurance Rate Map and found the described property is located in Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to map dated July 18, 2011, Map No. 01123C0162C.

According to my survey this the 11th day of April, 2016.

Steven E. Speaks
Alabama Registration Number 20897



LOCATION MAP

SCALE: 1" = 2 MILE

STATE PLANE GRID NORTH

0 50' 100'

SCALE: 1"=50'

LEGEND

- FOUND MAG NAIL
- SET MAG NAIL
- SET IRON PIN (5/8" REBAR CAPPED) W/ // CA-00017-LS
- FOUND IRON PIN (5/8" REBAR CAPPED) W/ // CA-00017-LS UNLESS NOTED OTHERWISE
- CALCULATED POINT
- FOUND CONCRETE MARKER
- POWER POLE / LINE / GUY
- FENCE CORNER
- FENCE
- INLET
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- SIGN
- STOP SIGN
- CONCRETE
- MANHOLE
- STORM MANHOLE
- WATER METER
- TELEPHONE BOX
- CAMERA
- MONITORING WELL
- ELECTRICAL BOX
- SANITARY SEWER MANHOLE
- LIGHT POLE
- CLEANOUT
- SANITARY SEWER LINE
- WATER LINE
- GAS LINE
- FIBER OPTIC CABLE
- STORM DRAIN PIPE
- FIRE PROTECTION WATER LINE

GENERAL NOTES:

1. UTILITIES SHOWN ACCORDING TO LINE LOCATION SERVICES AND VISIBLE EVIDENCE OF UTILITY.
2. ALL IMPROVEMENTS ARE NOT SHOWN.

THIS SURVEY IS NOT VALID WITHOUT AN EMBOSSED SEAL AFFIXED HEREON OF THE REGISTERED LAND SURVEYOR WHO SIGNED THE SURVEY.

DRAWING DATE: 4-13-2016
SURVEY DATE: 6-25-2014 & 4-15-2016

LARRY E. SPEAKS & ASSOCIATES, INC.
CIVIL ENGINEERING CONSULTING ENGINEERS & LAND SURVEYORS
326 HERRON STREET
MONTGOMERY, AL 36104
TEL: 334/262-1281

RESOLUTION NO. 16-52

WHEREAS, the City of Alexander City, Alabama, Director of Sewer Department requests that the job title for Job ID No. 288, Sewer Department Superintendent, as listed on the 2015/2016 Personnel Authorization List, be revised to an Inspector position, and

WHEREAS, the pay grade for the Inspector position will be reduced from grade 22 to grade 13, and

WHEREAS, the Inspector position is required to manage grease compliance and inspect sewer construction/maintenance contracts to ensure compliance with the EPA Consent Agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the 2015/2016 Personnel Authorization List be and is hereby amended with the revised job title and grade for Job ID No. 288 in the Sewer Department.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-52 which was adopted by the Council on the 18th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-53

WHEREAS, the City of Alexander City, Alabama, was awarded a grant under the Alabama Department of Transportation Program (ATRIP) Round 3, and

WHEREAS, the City of Alexander City, Alabama, previously entered into an engineering agreement with Environmental and Forestry Service Company, P.C. (EEFS Company, P.C.) to perform the necessary surveying and engineering design services for Paving Packages 1 & 2 for a cost not to exceed $257,850.00, and

WHERAS, significant unforeseeable issues have arisen with the referenced projects that will require additional engineering and design services, and

WHEREAS, EEFS Company, P.C. has submitted Amendment No.1 to the previous engineering agreement to perform these extra services for an additional amount of $60,000.00, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute Amendment No. 1 to the engineering agreement with EEFS Company, P.C. to amend the contract amount for a total contract amount not to exceed $317,850.00 for Paving Packages 1 & 2.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hamett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-53 which was adopted by the Council on the 18th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016.

Hamett C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

City of Alexander City
Department of Public Works

MEMORANDUM

TO: City Clerk, City Council Members
FROM: Gerard Brewer
DATE: April 8, 2016
SUBJECT: ATRIP 3 EEFS Engineering Agreement

Please add the attached resolutions and supporting documents to the agenda for Monday, April 18, 2016. EEFS Engineering has submitted 2 documents entitled "Amendment No. 1" requesting additional engineering funds for their two contracts for ATRIP 3. Additional funds are needed because of the increased engineering work that has developed from several significant issues with the projects. The attached documents show a breakdown of previous costs for services, as well as a detailed description of additional work required.

The engineering contract for Paving Packages 1&2 was originally for a total amount of $257,850.00. EEFS is requesting an additional $60,000.00.The amended contract total for paving engineering services would be $317,850.00.

The engineering contract for the Bridge Packages was originally for a total amount of $73,000.00 per bridge, with two other additions previously approved by City Council, totaling $228,700.00. EEFS is requesting an additional $82,700.00 for additional services, minus $36,000.00 for the removal of Parrish Bridge Project, resulting in a total additional amount requested of $46,700.00. The new contract total for bridge engineering services would be $275,400.00.

The total additional amount requested for both contracts is $106,700.00. The total cost of engineering for the project will still remain below the standard 15% that is generally allotted for engineering costs on large civil projects. The Finance Director will verify whether or not this will require the 2016/2017 Capital Budget to be amended and for how much.

1704-13 & 1705-13 Paving Packages #1 & #2 ATRIP ROUND 3		
Professional Services Breakdown		
Description	**Contract Amount**	
Paving Package #1 - Professional Services	$	**131,148.00**
Paving Package #2 - Professional Services	$	**126,702.00**
ORIGINAL CONTRACT AMOUNT	$	**257,850.00**
*Contract Amendment #1 - Additional Sevices Paving Package #1	$	**60,000.00**
Additional Services Paving Package #2	$	-
NEW CONTRACT AMOUNT	$	**317,850.00**
***NOTE: See Contract Amendment No. 1 date March 8, 2016 for a detailed description of Additional Services.**		

Estimate Prepared by Daniel Mayfield 3/22/2016

AMENDMENT NO. 1 DATE : March 8, 2016
TO
ENGINEERING AGREEMENT BETWEEN OWNER AND ENGINEER

For Additional Services City of Alexander City General Engineering Services Contract for ATRIP Round III Paving Package # 1 and # 2

Engineering Agreement dated November 18, 2013 by and between the City of Alexander City and EEFS Company, P.C.

The following additions in the said agreement are made therein: Design of full depth paving buildup for Lee Street on 5 lanes, Design of full depth reclamation of 5 lanes on Lee Street. Review and coordinate full depth reclamation and full rebuild material reports for Lee Street. Provide several cost analysis for the different paving buildup options on Lee Street. Study of the addition of an interior landscape island in the center lane of Lee Street and present access management options to the city as a result of the addition of the landscape interior island. Additional traffic counts for Lee Street for ALDOT. Additional right of way coordination with railroad and ALDOT on Washington Street. Additional survey work for the encroachments on Washington Street. Split Washington Street and Lee Street into two separate ALDOT Projects as a result of delays from new federal regulation interpretation on required railroad crossing evaluation and crossing improvements on a side road to Washington Street. Provide two plan sets for Construction (Lee Street Project and Washington Street Project.)

The additional cost of the above work is $60,000 for a total amended contract price to $317, 850.00

The City of Alexander City and Engineer agree to the terms of this Amendment s contained herein.

Attest **Contracting Parties**

Name Danie Mayfield Ronald Gilbert 3-8-16
Engineer

Name Charles R. Shaw Sr. Mayor
Owner

EEFS
EEFS Company, PC
Civil & Structural Engineers

December 3, 2013

Mr. Randy M. Thomas
Community Development Coordinator
P.O. Box 552
Alexander City, Alabama 35011-0552

Re: ATRIP 3 Paving Package 1 & 2
Engineering Contract

Dear Mr. Thomas,

Enclosed is the signed Engineering Contract for Paving Packages 1 & 2 of the ATRIP Project. We are working daily on information gathering to move these projects forward to pave this coming spring/summer.

If you have any questions or comments, please call me @ (205) 424-3737.

Sincerely,

Ronald R. Gilbert, P.E., R.F.
EEFS Company, PC
J# 1686-13

CC: Gerard Brewer, P.E.
File

X:\ACTIVE PROJECTS\1686-13 Alexander City_ATRIP Street Paving\ATRIP Round 3 Applications\Lett. R.Thomas-ATRIP 3-Alexander City.docx

P.O. Box 982 • Bessemer, AL 35021
Office: (205) 424-3737 • Fax: (205) 424-3730

ENGINEERING AGREEMENT

ENGINEERING ENVIRONMENTAL AND FORESTRY

SERVICES COMPANY, PC AND

THE CITY OF ALEXANDER CITY

GENERAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF ALEXANDER CITY hereinafter called the CITY and ENGINEERING, ENVIRONMENTAL & FORESTRY SERVICES COMPANY, P.C. (EEFS COMPANY, PC) a corporation operating under the laws of the State of Alabama hereinafter called the "Engineer".

WITNESSETH:

WHEREAS, the City has determined that it desires to obtain certain professional engineering services to be rendered for the City and its ATRIP Round III Paving Packages 1 & 2.

WHEREAS, the Engineers have previously represented to the City that they have the academic and professional qualifications and personnel to render the necessary engineering services for the City's needs, and

WHEREAS, the Engineer agrees to provide professional engineering services to the City.

WHEREAS, the City requires such services for the purposes hereinafter outlined,

NOW, THEREFORE, the City does hereby employ said " Engineer " to perform certain Engineering services as follows:

ARTICLE I - SCOPE OF WORK

The Engineer will accomplish the following tasks associated with the City as "Paving Package No. 1 and No. 2. The Engineer shall perform design surveys and professional engineering services to prepare contract plans for the resurfacing of:

1). Paving Package No. 1 -

Lee Street from US 280 to Railroad Crossing at Washington Street (0.60 miles), Washington Street from RR Crossing at Lee Street to City Limit Line towards US 280 (2.5 miles) and Comer Street (0.60 miles)

2). Paving Package No. 2-

Hillabee Street (1.5 miles) and Coven Abbett Highway for US 280 to Wind Creek State Park (4.1 miles)

Engineering plans shall include Index, legend, Geometric Controls, Typical Sections, Project Notes, Project Quantities, Plan Sheets, Drainage Sections where necessary, special project details, traffic control plans and erosion control plans where necessary.

Design survey along roadway shall include road center line location, edge of paving location, edge of shoulder and bottom of ditch or 10 feet back of curb location.

The Alabama Department of Transportation shall provide crash data and traffic counts through the state data base. Engineer will assist City with the request and evaluation of data received from the state.

The DOT shall provide environmental studies and Categorical Exclusions through the ATRIP Program policies and procedures.

Geotechnical Services and preparation of Material Reports shall be performed as an additional service to this contract or outside this agreement with the geotechnical firm directly. The engineer will coordinate these activities as directed by the owner.

The Engineer shall meet the requirements to comply with the standards as adopted by the Alabama Department of Transportation for the ATRIP Program.

ARTICLE II - PAYMENT OF ENGINEERING SERVICES

The Engineer agrees to provide professional services for the tasks in Article I Scope of Work and the owner agrees to pay the engineer an amount not to exceed of sixty four thousand four hundred and fifty dollars ($ 64,450) for design survey work on 9.3 miles of roadway and one hundred ninety three thousand four hundred dollars ($193,400) for engineering contract plans.

1). Partial payment for all engineering services shall be paid under the terms of this agreement. Pay requests shall be made no more that monthly and paid based on hours worked on the project at the hourly rated in Attachment No. 1. Payments shall due and payable within 30 days of receiving the invoice. Any invoice in excess of 30 days may bear an interest rate of one and one half percent (1 ½%) per month and owner shall reimburse any expenses including legal cost and collection cost of the outstanding balance due engineer.

2). Additional services shall be paid under the same billing and payment terms as section 1 above.

ADDITIONAL SERVICES

Additional Engineering Services for the city will be billed separately from this Agreement under an amendment to the agreement.

1. Land surveying services to establish property boundaries for property acquisition by the city. This includes boundary surveys and tract sketches.
2. Engineering surveying services for topographic surveys, cross section survey, aerial photographic and LIDAR surveys. Construction base line surveys and construction control surveys.

Additional services, consisting of special projects, may be requested by the City and shall be billed under an Agreement Amendment for any other particular projects.

For the services performed by the Engineer under this agreement the City will compensate the Engineer as follows:

1. The Engineer will invoice monthly for his actual work completed on a percent complete by task, with a price not to exceed task contract totals without approval from the City Engineer. Payment shall be made within thirty (30) days of receiving the invoice.

2. Other engineering services for special projects will be invoiced at the rates in the attached fee schedule in Attachment 1. Any additional services shall be itemized separately from the "Engineer's" primary responsibilities encompassed within this agreement using rates in the attached fee schedule. These special projects include Additional surveying, Geotechnical Reports, Traffic Engineering, Signal Design, Flood Studies and Phase II Environmental. Reasonable and necessary outside expenses incurred in connection with services performed in this contract shall be billed at cost plus 15%. These include advertisement for bid and plan reproduction cost.

3. Reasonable and necessary expenses associated with the primary responsibilities and/or other services rendered in connection with this contract shall be billed at cost plus 15%.

4. Copies of any and all invoices for services and/or expenses submitted for payment to the City shall be directed to the City Engineers office and also copied to the Mayor's office.

ARTICLE III - TERMINATION AND PAYMENT UPON TERMINATION

1. **Termination**

Termination by either Party: This Agreement maybe terminated by either party upon the giving of thirty (30) days written notice of the other party's notice of termination.

2. **Payment upon Termination**

A. If termination is effected by the City (1) no amount shall be allowed for anticipated profit on unperformed services or other work by the Engineer, and (2) adjustments due the City may be made to the extent of any additional costs occasioned to the City by reason of the Engineer's default.
B. Termination: The "Engineer" shall be paid for all services performed prior to receipt of the notice of termination unless special arrangements are negotiated. In addition to payment to "Engineer" for engineering services rendered, the "Engineer" shall also be paid for all reasonable and necessary expenses incurred prior to the Engineer's receipt of notice of termination.

3. **Obligations upon Termination**

Obligations of Engineer: Upon receipt of the notice of termination pursuant to the above paragraphs, the Engineer shall (1) promptly discontinue all services (unless the notice directs otherwise), and (2) deliver or otherwise make immediately available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

4. **Successors and Assigns**

The City and the "Engineer" each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor the "Engineer" shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization, which may be a party hereto.

ARTICLE IV - GENERAL TERMS AND CONDITIONS

1. **Authorization to Proceed**

The "Engineer" will proceed with performing engineering services for the City when the Engineering Agreement is signed and received by the engineer.

2. **Insurance**

The Engineer shall secure and maintain Workmen's Compensation and Business and Professional Liability Insurance. A Certificate of Insurance shall be provided to the City and the City shall be named as an additional insured on the Engineer's Business and Professional Liability Insurance. Minimum liability limits in the amount of one million dollars ($1,000,000) Business Liability and one million dollars ($1,000,000) Professional Liability shall be maintained. A Certificate of Business and Professional Liability Insurance shall be provided to the City. If the City requires an increase in the insurance liability limit the City shall reimburse the direct cost increase to the engineer.

3. **Successors and Assigns**

The City and the "Engineer" each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreements. Except as above, neither the City nor the "Engineer" shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization which may be party hereto.

4. **Indemnity**

The "Engineer" hereby agrees to indemnify and hold the City harmless on account of any claims the City may receive as result of the "Engineer's" negligence and/or malfeasance due to the actions taken by the "Engineer". The City hereby agrees to indemnify and hold the "Engineer" harmless on account of any negligence or malfeasance of the City or City employee's actions.

5. **Limitation of Liability**

Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Article IV-2 to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

ARTICLE V – CITY'S RESPONSIBILITIES

1. The Mayor and/or City Engineer shall assign and designate work to be performed by the Engineer as outlined in this contract.

2. The City shall provide access to public records maintained by the City and required by the Engineer to perform the duties of this Agreement. This shall include right of way deeds, right of way maps, right of entry for proposed road right of way locations and surveys.

3. Provide utility easement and location of underground public utilities by marking for survey crew location. Uncovering or spot elevations in some locations may be required.

4. All notices provided for in this agreement shall be made in writing and as follows:

i. If to Engineer:

Ronald R. Gilbert, P.E, R.F
Engineering, Environmental & Forestry Services Company, P.C. (EEFS)
1930 2nd Avenue North
Bessemer, AL 35021

ii. If to Owner:

City of Alexander City
Charles R. Shaw, Sr.,Mayor
4 Court Square
Alexander City, AL 35010

5. This agreement contains all the representations made between the parties, states the entire contract between the parties and shall not be amended or modified unless in writing.

6. In the event it should become necessary for either party to enforce this agreement then the non-defaulting party shall be entitled to recover from the defaulting party all reasonable costs of enforcement including but not limited to attorney's fees and court costs.

ARTICLE VI – ALABAMA IMMIGRATION LAW COMPLIANCE

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THIS THE 18 DAY OF November, 2013.

CITY OF ALEXANDER CITY

By Charles R. Shaw Sr.
Charles R. Shaw, Sr.
Mayor

Date: November 18,2013

EEFS COMPANY, PC

By: Ronald R. Gilbert
Ronald R. Gilbert, P.E.,
Engineer

Date: December 3, 2013

ATTEST: Harriett C Scott
Harriett C. SCott

ATTEST: Dani Mayfield

ATTACHMENT 1

EEFS COMPANY, PC
1930 SECOND AVENUE NORTH, SUITE 150
BESSEMER, ALABAMA 35020

FEE FOR SERVICES

City agrees to pay EEFS an amount for the time of all personnel engaged directly under this Agreement based on EEFS's Rates for Personnel plus an amount for incurred expenses based on EEFS's Rates for Expenses.

The rates for Personnel used as a basis for payment are as set forth below (these rates are subject to adjustment on January 1 of each year):

Principal Engineer	$ 125.00 per hour
Professional Engineer	$ 100.00 per hour
Staff Engineer	$ 80.00 per hour
Senior Designer	$ 75.00 per hour
Senior Draftsman	$ 50.00 per hour
Cad Operator	$ 40.00 per hour
Engineer Assistant	$ 45.00 per hour
Clerical	$ 30.00 per hour
Professional Surveyor	$ 80.00 per hour
Two-Man Survey Crew	$ 115.00 per hour
Three-Man Survey Crew	$140.00 per hour
Survey Party Chief	$ 45.00 per hour

Thc Rates for Expenses used as a basis for payments are as set forth below:

A. **OUTSIDE EXPENSES**:
Outside expenses incurred under this agreement for which EEFS must pay shall be charged at actual cost plus 15 percent. These expenses may include, but shall not be limited to, costs for transportation and subsistence incidental thereto; mapping, photographic or reproductions services; equipment rental; fees for permits, filings, applications, bonds and special insurance coverage's; long distance telephone charges; services provided by professional firms, outside consultants, and testing firms; postage and freight; etc.

B. **IN-HOUSE EQUIPMENT EXPENSES** (these rates are subject to adjustment on January 1 of each year):

Mileage for vehicles is included in the above overhead rates.

Fee for Services Attachment

Work done for a client, (CITY) by ENGINEER'S personnel in connection with litigation, including all time required to prepare for and/or appearance, including standby prior to hearing will be charged at two (2) times the standard rates shown above.

NEGOTIATED CONTRACTS:

Lump Sum, Cost Plus and other forms of Contracts will be entertained on an individual basis.

SUBCONTRACTS:

Subcontracts entered into for the Owner's account will be billed through at cost, plus a fee of 15 % of the subcontract price.

Resolution No. 14-19

WHEREAS, the City of Alexander City, Alabama, has been awarded a grant under the Alabama Transportation Rehabilitation Improvement Program (ATRIP), and

WHEREAS, the City of Alexander City, Alabama, will need the services of a professional engineering firm to perform surveying and engineering design services associated with resurfacing city streets, and

WHEREAS, the City of Alexander City, Alabama, has already worked with EEFS Company, PC, for developing the ATRIP grant application for the resurfacing of Hillabee Street, Coven Abbett Highway, Comer Street, Washington Street and Lee Street, and

WHEREAS, EEFS Company, PC will perform the necessary surveying and engineering design services for a cost not to exceed $257,850.00, and

WHEREAS, the funds for said engineering and surveying are currently allotted in the FY2014 budget, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Agreement for General Engineering and Surveying Services with the engineering firm of EEFS Company, PC for the services as described in their proposed Engineering Agreement for said project.

ADOPTED this 18th day of November, 2013.

James D. Lam
President of the Council

APPROVED this 18th day of November, 2013.

Charles R. Shaw Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 14-19 which was adopted by the Council on the 18th day of November, 2013.

WITNESS MY SIGNATURE, as Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th day of November, 2013.

Harriett C Scott
As Clerk of the
City of Alexander City, Alabama

SEAL

Resolution No. 14-19

WHEREAS, the City of Alexander City, Alabama, has been awarded a grant under the Alabama Transportation Rehabilitation Improvement Program (ATRIP), and

WHEREAS, the City of Alexander City, Alabama, will need the services of a professional engineering firm to perform surveying and engineering design services associated with resurfacing city streets, and

WHEREAS, the City of Alexander City, Alabama, has already worked with EEFS Company, PC, for developing the ATRIP grant application for the resurfacing of Hillabee Street, Coven Abbett Highway, Comer Street, Washington Street and Lee Street, and

WHEREAS, EEFS Company, PC will perform the necessary surveying and engineering design services for a cost not to exceed $257,850.00, and

WHEREAS, the funds for said engineering and surveying are currently allotted in the FY2014 budget, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Agreement for General Engineering and Surveying Services with the engineering firm of EEFS Company, PC for the services as described in their proposed Engineering Agreement for said project.

ADOPTED this 18th day of November, 2013.

James D. Lam
President of the Council

APPROVED this 18th day of November, 2013.

Charles R. Shaw Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 14-19 which was adopted by the Council on the 18th day of November, 2013.

WITNESS MY SIGNATURE, as Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th day of November, 2013.

Harriett C Scott
As Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 13-60

WHEREAS, Alexander City has at least three bridges/culverts that need to be replaced, and

WHEREAS, the City of Alexander City, Alabama, will be seeking grant assistance to replace said three (3) bridges/culverts under the Alabama Transportation Rehabilitation Improvement Program (ATRIP), and

WHEREAS, the ATRIP grant funding is 80% ATRIP and 20% City funded for construction and inspection with the City also being required to fund the design of said bridges/culverts at 100%, and

WHEREAS, the proposed improvements will require the development of plans and specifications for the bidding of said bridge/culvert improvements, and

WHEREAS, Engineering, Environmental & Forestry Services Company, P.C. (EEFS Company, PC) has proposed a lump sum engineering fee of $ 33,000 per bridge ($99,000 total) to provide the design of said bridges/culverts to 30% completion for submission to the Alabama Department of Transportation ATRIP, and

WHEREAS, Engineering, Environmental & Forestry Services Company, P.C. (EEFS Company, PC) has extensive experience in the design of bridges/culverts and in the submission of grant applications for ATRIP grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Engineering Agreement with the engineering firm of Engineering, Environmental & Forestry Services Company, P.C. (EEFS Company, PC) for the services as described in their proposed Engineering Agreement for said project in the amount not to exceed $99,000.

BE IT FURTHER RESOLVED, that the Capital Budget for the Street Department be and is hereby amended in the amount of the $99,000.

ADOPTED this 18th day of March, 2013.

Robert T. Howard
President of the City Council

APPROVED this 18th day of March, 2013.

Charles R. Shaw Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 13-60 which was duly adopted by the City Council on this 18th day of March, 2013.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of March, 2013.

Harriett C Scott

As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-54

WHEREAS, the City of Alexander City, Alabama, was awarded a grant under the Alabama Department of Transportation Program (ATRIP) Round 3, and

WHEREAS, the City of Alexander City, Alabama, previously entered into an engineering agreement with Environmental and Forestry Service Company, P.C. (EEFS Company, P.C.) to perform the necessary surveying and engineering design services for the Bridge Packages for a cost not to exceed $228,700.00, and

WHERAS, significant unforeseeable issues have arisen with the referenced projects that will require additional engineering and design services, and

WHEREAS, EEFS Company, P.C. has submitted Amendment No.1 to the previous engineering agreement to perform these extra services for an additional amount of $46,700.00, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute Amendment No. 1 to the engineering agreement with EEFS Company, P.C. to amend the contract amount for a total contract amount not to exceed $275,400.00 for Bridge Packages.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-54 which was adopted by the Council on the 18th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016.

Harriett C Scott
City Clerk of the
City of Alexander City, Alabama S

S E A L

AMENDMENT NO. 1 DATE: March 10, 2016
TO
ENGINEERING AGREEMENT BETWEEN OWNER AND ENGINEER

For Additional Services City of Alexander City General Engineering Services Contract for Road Bridge/Culvert Replacement Program in the ALDOT Round III Project Award.

Engineering Agreement dated MARCH 5, 2013 by and between the City of Alexander City and EEFS Company, P.C.

The following additions in the said agreement are made therein: Addition of overlay paving from Coley Creek Road to Confederate Drive on Scott Road (0.75 miles). Moved from ATRIP I TO ATRIP III Project Awards. Review, coordinate and add utility relocation for the plan set to be bid through ALDOT when project is let to bid.

Additional work for Sports Plex is to evaluate various bridge and culvert options including concrete culvert, precast bridge of 34 and 45 feet in length. Evaluate concrete bridge with Type III girders and concrete deck of 70 feet in length. Evaluate various foundation options including spread footings for abutments, drill shafts foundations, h-pile foundations, and sheet pile foundation. Provide cost estimates on various options to ALDOT bridge bureau for these options. Meetings and planning correspondence with ALDOT Bridge Bureau. Evaluate plan to minimize the negative effects to the adjacent wetlands.

This includes removal of the remaining detail design work on Crossbrook after the Parrish Road culvert was removed from the ATRIP Project Awards.

The additional cost of the above work is $46,700 for a total amended contract price to $275,400.00

The City of Alexander City and Engineer agree to the terms of this Amendment s contained herein.

Attest

Name Donnie Mayfield

Name Charles R. Shaw, Sr.

Contracting Parties

Ronald Gilbert 3/10/16
Engineer

Mayor
Owner

1674-13 & 1675-13 Bridge Packages
ATRIP ROUND 3

Professional Services Breakdown

Description	Contract Amount
Scott Road - Professional Services	$ 73,000.00
Parrish Street at Crossbrook - Professional Services	$ 73,000.00
Sportsplex Blvd. - Professional Services	$ 73,000.00
60' ROW at Sportsplex	$ 8,500.00
Scott Road - Tract Sketches	$ 1,200.00
ORIGINAL CONTRACT AMOUNT INCLUDING PREVIOUSLY APPROVED ADDITIONAL SERVICES	$ 228,700.00
Contract Amendment #1 - Additional Services Scott Road	$ 52,700.00
Contract Amendment #1 - Additional Services Sportsplex Blvd	$ 30,000.00
Contract Amendment #1 - Parrish Street Deduction Services	$ (36,000.00)
***Total Additional Services Contract Amendment #1**	$ 46,700.00
NEW CONTRACT AMOUNT	$ 275,400.00

***NOTE: See Contract Amendment No. 1 date March 10, 2016 for a detailed description of Additional Services.**

Estimate Prepared by Daniel Mayfield

3/22/2016

ENGINEERING AGREEMENT

ENGINEERING ENVIRONMENTAL AND FORESTRY

SERVICES COMPANY, PC AND

THE CITY OF ALEXANDER CITY

GENERAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF ALEXANDER CITY hereinafter called the CITY and ENGINEERING, ENVIRONMENTAL & FORESTRY SERVICES COMPANY, P.C. (EEFS COMPANY, PC) a corporation operating under the laws of the State of Alabama hereinafter called the "Engineer".

WITNESSETH:

WHEREAS, the City has determined that it desires to obtain certain professional engineering services to be rendered for the City and its Road Bridge/Culvert Replacement Program. These include Scott Road Bridge over Coley Creek, SportsPlex Bridge/Culvert and Cross Brook Bridge/Culvert.

WHEREAS, the Engineers have previously represented to the City that they have the academic and professional qualifications and personnel to render the necessary engineering services for the City's needs, and

WHEREAS, the Engineer agrees to provide professional engineering services to the City.

WHEREAS, the City requires such services for the purposes hereinafter outlined,

NOW, THEREFORE, the City does hereby employ said " Engineer " to perform certain Engineering services as follows:

ARTICLE I - SCOPE OF WORK

The Engineer will accomplish the following tasks associated with the City as "Roadway Bridge/Culvert Design Engineer" as shown below: Project task 1. thru 5. d will be completed by May 15, 2013. ATRIP Application Round III completed and submitted by May 31, 2013 or earlier. Environmental Reports will be submitted to the appropriate review agencies, however response and review time is outside the control of this contract. Response and coordination of environmental documents will be done in a timely manner by the engineer. If the Road Bridge/Culvert ATRIP funding are awarded to the city, plans will be completed to meet the required ALDOT letting dates assigned by DIVISION and Montgomery ALDOT Office.

ENGINEER'S PRIMARY RESPONSIBILITIES

1. Conceptual Design on the Road Bridge/Culvert and approaches and conceptual budget for project.

2. Survey and mapping of approximately 1,200 ± feet of proposed right of way 80 feet in width.
   a). Topographic survey of proposed road, driveways, located underground utilities, above ground utilities and road connection sufficient for side road connection.
   b) Location survey tied to existing property boundary and government corners.
   c). Establish project survey control for plans reference and construction.
   d.) Stream profile 500 ± upstream and down stream of bridge location.
   e.) Flood plain cross-section near bridge/culvert site.

3. The "Engineer" shall prepare or have prepared the following reports for Environmental Documents
   a) Historical/Cultural Resources Assessment
   b).Wetlands/US COE Jurisdictional Determination Report
   c). Endangered Species US Fish & Wildlife
   d). Prepare letter and documents for submittal to Division Office

4. The "Engineer" shall meet with city, county and state personnel when necessary to review and discuss the preliminary design package.

5. The "Engineer" shall perform the following designs, prepare plans and drawings
   a). Preliminary Design 1,200 feet of public roadway in accordance with the Geometric Design of Highways & Streets design standards (500 ft. each side of bridge culvert plus Creek Crossing Site)
   b). Provide preliminary road profile, and alignment for plan in hand review.
   c). Provide Stream bed profile for 500 feet up and down stream. Provide downstream flood plain cross section.
   d). Submit to ALDOT Division for plans in hand review.
   e). In field meeting with ALDOT to determine bridge/culvert size and configuration.
   f). Release from City to Begin Final Design with letter form ALDOT on Bridge/Culvert Replacement Project.
   g). Design roadway drainage and storm water piping systems
   h).Design Erosion and Sediment Control structures in accordance with the Alabama Manual of Erosion and Sediment Control and Storm water Management.
   i). Prepare plans and profile sheets for Scott Road on a scale of 1"=50'
   j). Prepare Cross-sections at 50' interval along approach roadway and bridge/culvert.
   k). Prepare detail quantity and cost estimate for owner after final design is completed.

6. The "Engineer "shall provide a Professional Services cost for Document Preparation and Bidding Phase if required by City. If the project is funded by State or Federal funding the project will be bid through the state ALDOT system.
   a). Technical Specification and Bid Documents
   b). Pre-qualification of Contractors and Advertisement for Bid
   c). Coordination of Bid Process
   d). Evaluation of Bids and recommendation to City

e). Preparation and processing of documents for owner signatures on construction contract.

7. Construction Engineering and Inspection.
If the project is funded by State or Federal funding the project will be bid through the state ALDOT system. This cost is eligible to be included in the state grant funding and is not a part of this general engineering services contract.

8. Other Engineering Services provided upon request
a). Parcel tract sketches and survey for right of way purchase.
b). As-built survey of roadway after construction
c). Geotechnical Report of Roadway design if required
d). Bridge/Culvert Environmental Documents for Phase II or Phase III if required.

ARTICLE II - PAYMENT OF ENGINEERING SERVICES

Bridge/Culvert and Approach Design		Scott Road	Sports Plex	Cross Brook
1).	Conceptual Design	$ 3,500	$ 3,500	$ 3,500
2).	Surveying and Mapping	$ 12,500	$ 12,500	$ 12,500
3).	Environmental Reports	$ 7,500	$ 7,500	$ 7,500
4).	Meetings and Coordination Limited to 16 hours per bridge/culvert.	$ 2,000	$ 2,000	$ 2,000
5).	Roadway Design and Plans A) Plans in Hand **Task Stopped until written released from city to Proceed with Final Design** B) Final Plans	$ 7,500 $ 40,000	$ 7,500 $ 40,000	$ 7,500 $ 40,000
6).	Document Preparation and Bidding Phase (NIC Not in Contract)	NIC	NIC	NIC
7).	Construction Engineering & Inspection	NIC	NIC	NIC
	TOTAL Engineering Contract COST	$ 73,000	$ 73,000	$ 73,000

ADDITIONAL SERVICES

Additional Engineering Services for the city will be billed separately from this Contract under a contract amendment.

Additional services, consisting of special projects, may be requested by the City and shall be billed under a Contract Amendment for any other particular projects.

For the services performed by the Engineer under this agreement the City will compensate the Engineer as follows:

1. The Engineer will invoice monthly for his actual work completed on a percent complete by task, with a price not to exceed task contract totals without approval from the City Engineer. Payment shall be made within thirty (30) days of receiving the invoice.

2. Other engineering services for special projects will be invoiced at the rates in the attached fee schedule in Attachment 1. Any additional services shall be itemized separately from the "Engineer's" primary responsibilities encompassed within this agreement using rates in the attached fee schedule. These special projects include Additional surveying, Geotechnical Reports, Traffic Engineering, Signal Design, Flood Studies and Phase II Environmental. Reasonable and necessary outside expenses incurred in connection with services performed in this contract shall be billed at cost plus 15%. These include advertisement for bid and plan reproduction cost.

3. Reasonable and necessary expenses associated with the primary responsibilities and/or other services rendered in connection with this contract shall be billed at cost plus 15%.

4. Copies of any and all invoices for services and/or expenses submitted for payment to the City shall be directed to the City Engineers office and also copied to the Mayor's office.

ARTICLE III - TERMINATION AND PAYMENT UPON TERMINATION

1. **Termination**

Termination by either Party: This Agreement maybe terminated by either party upon the giving of thirty (30) days written notice of the other party's notice of termination.

2. **Payment upon Termination**

A. If termination is effected by the City (1) no amount shall be allowed for anticipated profit on unperformed services or other work by the Engineer, and (2) adjustments due the City may be made to the extent of any additional costs occasioned to the City by reason of the Engineer's default.

B. Termination: The "Engineer" shall be paid for all services performed prior to receipt of the notice of termination unless special arrangements are negotiated. In addition to payment to "Engineer" for engineering services rendered, the "Engineer" shall also be paid for all reasonable and necessary expenses incurred prior to the Engineer's receipt of notice of termination.

3. **Obligations upon Termination**

Obligations of Engineer: Upon receipt of the notice of termination pursuant to the above paragraphs, the Engineer shall (1) promptly discontinue all services (unless the notice directs otherwise), and (2) deliver or otherwise make immediately available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

4. **Successors and Assigns**

The City and the "Engineer" each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor the "Engineer" shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization, which may be a party hereto.

ARTICLE IV - GENERAL TERMS AND CONDITIONS

1. **Authorization to Proceed**

The "Engineer" will proceed with performing engineering services for the City when the Engineering Agreement is signed and received by the engineer.

2. **Insurance**

The Engineer shall secure and maintain Workmen's Compensation and Business and Professional Liability Insurance. A Certificate of Insurance shall be provided to the City and the City shall be named as an additional insured on the Engineer's Business and Professional Liability Insurance. Minimum liability limits in the amount of one million dollars ($1,000,000) Business Liability and one million dollars ($1,000,000) Professional Liability shall be maintained. A Certificate of Business and Professional Liability Insurance shall be provided to the City. If the City requires an increase in the insurance liability limit the City shall reimburse the direct cost increase to the engineer.

3. **Successors and Assigns**

The City and the "Engineer" each binds himself and his partners, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of

this Agreements. Except as above, neither the City nor the "Engineer" shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal contractual liability on the part of any officer or agent of any organization which may be party hereto.

4. **Indemnity**

The "Engineer" hereby agrees to indemnify and hold the City harmless on account of any claims the City may receive as result of the "Engineer's" negligence and/or malfeasance due to the actions taken by the "Engineer". The City hereby agrees to indemnify and hold the "Engineer" harmless on account of any negligence or malfeasance of the City or City employee's actions.

5. **Limitation of Liability**

Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Article IV-2 to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

ARTICLE V – CITY'S RESPONSIBILITIES

1. The Mayor and/or City Engineer shall assign and designate work to be performed by the Engineer as outlined in this contract.

2. The City shall provide access to public records maintained by the City and required by the Engineer to perform the duties of this Agreement. This shall include right of way maps, right of entry for proposed road right of way locations and surveys.

3. Provide utility easement and location of underground public utilities by marking for survey crew location. Uncovering or spot elevations in some locations may be required.

4. All notices provided for in this agreement shall be made in writing and as follows:

i. If to Engineer:

Ronald R. Gilbert, P.E, R.F
Engineering,Environmental&Forestry
Services Company, P.C. (EEFS)
1930 2nd Avenue North
Bessemer, AL 35021

ii. If to Owner:

City of Alexander City
Charles R. Shaw, Sr.,Mayor
4 Court Square
Alexander City, AL 35010

5. This agreement contains all the representations made between the parties, states the entire contract between the parties and shall not be amended or modified unless in writing.

6. In the event it should become necessary for either party to enforce this agreement then the non-defaulting party shall be entitled to recover from the defaulting party all reasonable costs of enforcement including but not limited to attorney's fees and court costs.

ARTICLE VI – ALABAMA IMMIGRATION LAW COMPLIANCE

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THIS THE 5 DAY OF March, 2013.

CITY OF ALEXANDER CITY

By: Charles R. Shaw Sr
Charles R. Shaw, Sr.
Mayor

Date: 3-18-2013

ATTEST: Harriett C Scott

EEFS COMPANY, PC

By: Ronald Gilbert
Ronald R. Gilbert, P.E.,
Engineer

Date: 3/5/13

ATTEST: Tina Mize

ATTACHMENT 1

EEFS COMPANY, PC
1930 SECOND AVENUE NORTH, SUITE 150
BESSEMER, ALABAMA 35020

FEE FOR SERVICES

City agrees to pay EEFS an amount for the time of all personnel engaged directly under this Agreement based on EEFS's Rates for Personnel plus an amount for incurred expenses based on EEFS's Rates for Expenses.

The rates for Personnel used as a basis for payment are as set forth below (these rates are subject to adjustment on January 1 of each year):

Principal Engineer	$ 125.00 per hour
Professional Engineer	$ 100.00 per hour
Staff Engineer	$ 80.00 per hour
Senior Designer	$ 75.00 per hour
Senior Draftsman	$ 50.00 per hour
Cad Operator	$ 40.00 per hour
Engineer Assistant	$ 45.00 per hour
Clerical	$ 30.00 per hour
Professional Surveyor	$ 80.00 per hour
Two-Man Survey Crew	$ 115.00 per hour
Three-Man Survey Crew	$140.00 per hour
Survey Party Chief	$ 45.00 per hour

The Rates for Expenses used as a basis for payments are as set forth below:

A. **OUTSIDE EXPENSES**:
Outside expenses incurred under this agreement for which EEFS must pay shall be charged at actual cost plus 15 percent. These expenses may include, but shall not be limited to, costs for transportation and subsistence incidental thereto; mapping, photographic or reproductions services; equipment rental; fees for permits, filings, applications, bonds and special insurance coverage's; long distance telephone charges; services provided by professional firms, outside consultants, and testing firms; postage and freight; etc.

B. **IN-HOUSE EQUIPMENT EXPENSES** (these rates are subject to adjustment on January 1 of each year):

Mileage for vehicles is included in the above overhead rates.

Fee for Services Attachment

Work done for a client, (CITY) by ENGINEER'S personnel in connection with litigation, including all time required to prepare for and/or appearance, including standby prior to hearing will be charged at two (2) times the standard rates shown above.

NEGOTIATED CONTRACTS:

Lump Sum, Cost Plus and other forms of Contracts will be entertained on an individual basis.

SUBCONTRACTS:

Subcontracts entered into for the Owner's account will be billed through at cost, plus a fee of 15 % of the subcontract price.

RESOLUTION NO. 13-60

WHEREAS, Alexander City has at least three bridges/culverts that need to be replaced, and

WHEREAS, the City of Alexander City, Alabama, will be seeking grant assistance to replace said three (3) bridges/culverts under the Alabama Transportation Rehabilitation Improvement Program (ATRIP), and

WHEREAS, the ATRIP grant funding is 80% ATRIP and 20% City funded for construction and inspection with the City also being required to fund the design of said bridges/culverts at 100%, and

WHEREAS, the proposed improvements will require the development of plans and specifications for the bidding of said bridge/culvert improvements, and

WHEREAS, Engineering, Environmental & Forestry Services Company, P.C. (EEFS Company, PC) has proposed a lump sum engineering fee of $ 33,000 per bridge ($99,000 total) to provide the design of said bridges/culverts to 30% completion for submission to the Alabama Department of Transportation ATRIP, and

WHEREAS, Engineering, Environmental & Forestry Services Company, P.C. (EEFS Company, PC) has extensive experience in the design of bridges/culverts and in the submission of grant applications for ATRIP grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Engineering Agreement with the engineering firm of Engineering, Environmental & Forestry Services Company, P.C. (EEFS Company, PC) for the services as described in their proposed Engineering Agreement for said project in the amount not to exceed $99,000.

BE IT FURTHER RESOLVED, that the Capital Budget for the Street Department be and is hereby amended in the amount of the $99,000.

ADOPTED this 18th day of March, 2013.

Robert T. Howard
President of the City Council

APPROVED this 18th day of March, 2013.

Charles R. Shaw Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 13-60 which was duly adopted by the City Council on this 18th day of March, 2013.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of March, 2013.

Harriett C Scott

As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-55

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a contract with Alabama B.A.S.S. Nation, Inc. to hold the Alabama B. A. S. S. Nation, Inc. High School Lake Martin Qualifying Tournament scheduled for Lake Martin and /or Tallapoosa River on October 28 and 29, 2016.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the sponsorship fee and host city deliverables will be included the 2016/2017 Budget.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the City Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles K. Shaw Sr.
Mayor

ATTEST:

Hazel C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution** No. 16-55 which was duly adopted by the City Council on this 18th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016

SEAL

Hazel C Scott
As City Clerk of the
City of Alexander City,
Alabama

Harriett Scott

From: Tammy Lumpkin
Sent: Wednesday, April 06, 2016 8:40 AM
To: Harriett Scott
Subject: Re: ABN HS CityRFP-HS-Martin1.2.2

Change my food & accessories amount to $3000. Sorry, I'm thinking about next Saturday April 16th fishing tourney. Then add hotel money & money for whatever you & city council approve to my $3000. This tourney is bigger than April 16 2016 tourney. Thx

Sent from my iPhone

On Apr 6, 2016, at 8:14 AM, Harriett Scott <harriett.scott@alexandercityal.gov> wrote:

> Need cost on this will not be on agenda until May 2
>
> **From:** Tammy Lumpkin
> **Sent:** Wednesday, April 06, 2016 7:21 AM
> **To:** Harriett Scott <harriett.scott@alexandercityal.gov>
> **Subject:** Re: ABN HS CityRFP-HS-Martin1.2.2
>
> I will provide the Sportplex gym and arrange the food for this event. Please put on the agenda for approval by the City Council.
>
> Sent from my iPhone
>
> On Apr 5, 2016, at 5:51 PM, Harriett Scott <harriett.scott@alexandercityal.gov> wrote:
>
> > Will you respond to me concerning this so I can get on the agenda which
> > I will have to have on Frid-April 8, 2106 Thank You hcs
> >
> > **From:** Darrel High [mailto:highdar@auburn.edu]
> > **Sent:** Monday, April 04, 2016 9:30 AM
> > **To:** Harriett Scott <harriett.scott@alexandercityal.gov>
> > **Subject:** ABN HS CityRFP-HS-Martin1.2.2
> >
> > Ms. Scott
> > I have discussed arrangements at Wind Creek State Park and spoke with Tammy Lumpkin
> > about her schedule at the Sportsplex to see if it was available for a meeting. We would like to return to Alex City again this year for our Alabama BASS Nation High School Team Trail to Lake Martin on October 29th 2016. If this same proposal is agreeable to the City Of Alex City I can mail you a contract for this event for that date.
> >
> > Best regards
> >
> > ***Darrel High-Youth/High School Director***
> > *Alabama B.A.S.S. Nation*

ALABAMA B.A.S.S. NATION, INC.

STATE OF ALABAMA)
CITY OF ALEXANDER CITY

TOURNAMENT EVENT PROMOTIONAL AND SPONSORSHIP AGREEMENT

THIS TOURNAMENT EVENT PROMOTIONAL AND SPONSORSHIP AGREEMENT (**"Agreement"**) is entered into this __3rd__ day of _April_, 2016__ by and between the Alabama B.A.S.S. Nation, Inc. (herein after referred to as **"ABN"**), a nonprofit, tax-exempt organization incorporated under the Alabama Nonprofit Corporation Act, acting as an independent contractor, and _CITY OF ALEXANDER CITY Alabama (herein after referred to as **"Sponsor"** or **"Sponsoring Organization or Entity"**).

WITNESSED:

WHEREAS, it is mutually agreed that the staging and conducting of bass tournaments and related events provide an economic impact to the city or area where such tournament or event is staged or conducted, and WHEREAS, the Alabama B.A.S.S. Nation, Inc. desires the assistance and support of a sponsor or sponsoring organization or entity to conduct such scheduled tournaments or related events, and WHEREAS ALABAMA_B.A.S.S. NATION (Sponsoring Organization or Entity) desires to sponsor such scheduled bass tournament(s) and/or related event(s) which will provide an economic impact to the city and/or area;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. The **Sponsoring Organization or Entity** agrees to sponsor the Alabama B.A.S.S. Nation, Inc. High School LAKE MARTIN QUALIIFIER_____ bass tournament and/or related event(s) scheduled for October 28-29th 2016__ on Lake and/or River __TALLAPOOSA_RIVER with

tournament launch site at __WIND CREEK STATE PARK and pay a sponsorship and/or promotional fee in the amount of (Four thousand dollars)
($ 4,000), plus any in-kind services, supplies, assistance, etc. as noted on Addendum "A" to this agreement. Payment shall be made on or before _Dec 1st , 2016__.

2. Upon the receipt of the sponsorship and/or promotional fee, **ABN** shall be responsible for providing personnel, supplies, equipment and the expertise necessary to comply with all provisions, stipulations, terms and conditions of this agreement, not otherwise agreed to by the **Sponsor** in Addendum "A" of the agreement, in staging and conducting the scheduled tournament and/or related activity. **ABN** shall utilize the sponsorship and/or promotional fee to manage, coordinate, staff, and publicize and operate the bass tournament and/or related event(s). **ABN** shall also undertake and perform the above measures to promote the natural resources and attractions of the tournament site and to enhance the recreation, tourism, travel, and economic development of the area of the **Sponsor**. **ABN** shall recognize the CITY OF ALEXANDER CITY AND PARKS/REC as **Sponsor** of the tournament and/or related event(s) and reference LAKE MARTIN (Lake, River, City) in all feasible and appropriate promotional avenues associated with the bass tournament and/or related event(s).

3. Sponsorship or promotion of the bass tournament and/or related event(s) is limited solely to the fee in Paragraph 1 and any other in-kind services or assistance as provided in Addendum "A" to this agreement.

4. **ABN** is an independent contractor under this agreement and none of its agents, sponsors, tournament officials, officers, or directors shall be deemed to be under the control of the **Sponsor** nor in any way shall any of its agents, servants or employees or other persons, firms, or corporations conducting business for **ABN** be deemed to be employees or agents, servants or employees of the **Sponsor**. In no way shall the **Sponsor** be deemed a joint venturer, partner or in any other capacity with **ABN.**

5. **Indemnification:**

A. **ABN** shall indemnify and hold harmless the **Sponsor**, its officers, directors and employees, and each person or entity employed by the **Sponsor** against any and all losses, claims, damages, liabilities, costs and expenses (including attorneys' and expert fees) (collectively "Liabilities"), to which the indemnified party may become subject, arising out of or based upon the performance of **ABN** in conducting the bass tournament and/or related event(s), the contestants engaged therein, and/or other persons engaged in the staging or production of the bass tournament (other than reckless, negligent, or intentionally wrongful acts of the **Sponsor**, its agents, or employees).

B. The **Sponsor** shall indemnify and hold harmless **ABN**, its officers, directors, sponsors, and each person or entity employed by **ABN** against any and all losses, claims, damages, liabilities, costs and expenses (including attorneys' and expert fees) (collectively "Liabilities"), to which the indemnified party may become subject, arising out of or based upon the performance of the **Sponsor** in assisting or providing in-kind services for the bass tournament and/or related event(s) (other than reckless, negligent, or intentionally wrongful acts of **ABN**, its agents, officers, directors, sponsors, employees or contestants in the tournament).

C. Promptly after receipt by an indemnified party under this section of the notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against any indemnifying party under this Section, notify the indemnifying party of the commencement thereof; but the omission to so notify the indemnifying party shall not relieve it from any liability under this Section. In case any action is brought against any indemnified party, and it notifies any indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein. The indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, at the expense of the indemnified party. No settlement of any action against an indemnified party shall be made without the consent of the indemnified party, which shall not be unreasonably withheld in light of all factors of importance to such indemnified party.

D. **ABN** will maintain liability insurance in the amount of **$1,000,000**. The **Sponsor** shall be named as an additional insured on the policy if so requested.

6. If the bass tournament and/or related event(s) are not held on the Scheduled Date(s), due to circumstances beyond the control of **ABN**, and no Substitute Date can be scheduled within (60) days thereafter, **ABN** shall provide a full accounting and documentation of expenditures or outlays expended on behalf of the Scheduled Tournament and shall refund the remaining portion of the sponsorship or promotional fee to the **Sponsor** within thirty days, that is, no later than ninety days after the Scheduled Tournament Date. If the Scheduled Tournament is cancelled, due to circumstance within the control of **ABN**, the entire sponsorship or promotional fee shall be refunded to the **Sponsor**.

7. The **Sponsor** will designate a contact person to be available to and coordinate the bass tournament and/or related event(s) with **ABN**. The contact person should be familiar with this Tournament Event Promotional and Sponsorship Agreement. The contact person must have access to and knowledge of all local and governmental resources in order to resolve any problems not covered by this agreement.

8. The general public will be admitted free to any and all parts of the bass tournament, except, banquets, etc. reserved specifically for tournament contestants and/or officials.

9. **ABN** reserves the right to allow a non-profit organization to set up and run concessions at the tournament site. Examples: local band boosters, Humane Society, etc. These concessions should not be in conflict with concessions held by a tournament site proprietor. No profit from the concessions shall accrue to **ABN**. The designated concessionaire will be responsible for following all government rules or regulations as permitted or required for the tournament site.

10. The activities permitted by **ABN** at the bass tournament and/or related event(s) shall conform to and comply with the standard rules, ordinances, or regulations for the facility or launch site.

11. No activities that violate federal, state, or local laws shall be permitted at the bass tournament and/or related event(s).

12. **ABN** agrees to pay on a current basis all taxes, licenses, or fees that are assessed or apply to activities during the bass tournament or related event(s), not covered under Addendum "A" to this agreement.

13. **ABN** agrees to comply with all federal, state, and local laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any employee, applicant or employment, participant or guest at the bass tournament and/or related event(s) because of race, creed, color, religion, sex, national origin, disability or age.

14. Alternative Dispute Resolution Agreement:

A. **ABN** and **Sponsor** agree that any and all disputes, claims, or controversies of any kind and nature between us arising out of or relating to this agreement will be resolved through mandatory, binding arbitration. This agreement to arbitrate covers claims that (a) arise out of or relate to this agreement; (b) arise out of or relate to any past transactions or dealings between us; (c) arise out of or relate to any future agreement or dealings between us; and (d) disputes about whether any claims, controversies, or disputes between us are subject to arbitration. Because **ABN** and **Sponsor** have agreed to arbitration, both of us are waiving our rights to have disputes resolved in court by a judge or jury.

B. Arbitration to be conducted by the National Arbitration Forum. The arbitration between us will be conducted by the National Arbitration Forum under its rules and procedures in effect at the time of the arbitration, except to the extent that this agreement modifies those rules and procedures. Contact with, or to request information relative to a claim may be obtained at the following address:

National Arbitration Forum
P. O. Box 50191
Minneapolis, MN 55045
800-474-2371
www.arb-forum.com

C. Costs of Arbitration. Each party to this agreement is to bear their own expense of any arbitration proceeding, including filing fees, and attorney or expert witness fees. The arbitrator fees and any fees necessary for the National Arbitration Forum to conduct an eight-hour participatory hearing shall be shared equally by each party to the agreement. The arbitrator is not permitted to assess attorney's fees or expert witness fees unless applicable substantive law permits such an award. The arbitrator may assess other fees associated with the arbitration as provided by the National Arbitration Forum's rules that are applicable to both parties.

D. Location of Arbitration: A mutually agreed upon location, and if one cannot be selected by mutual agreement, then Birmingham, in the State of Alabama.

E. Law Applicable to Arbitration: The arbitrator is required to follow all substantive law applicable to any dispute, including the statute of limitations. The arbitrator will be bound by the Federal Rules of Evidence, and must respect any applicable attorney-client privileges, attorney work-product privilege, and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for the decision. **ABN** and **Sponsor** agree that the arbitrator's decision will be final, binding, and enforceable in any court of competent jurisdiction.

F. **ABN** and **Sponsor** agree that our relationship involves interstate commerce and is therefore subject to federal regulation, and the Federal Arbitration Act, Title 9, Sections 1-16 of the United States Code, will govern this agreement.

15. Severability and Reformation: If it is ever determined that some portion of this Agreement is void, voidable, or unenforceable, or if the inclusion of some provision in the Agreement would render the Agreement unenforceable, **ABN** and **Sponsor** agree that the void, voidable, or unenforceable provision or the provision that renders the Agreement unenforceable will be severed from the remainder of the Agreement, leaving the remainder of the Agreement enforceable. **ABN** and **Sponsor** further agree that a court may reform any portion of this Agreement found to be void, voidable, or unenforceable, or the inclusion of which would render this Agreement unenforceable.

THIS AGREEMENT and Addendum "A" may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Alabama B.A.S.S. Nation, Inc. has caused this Agreement to be executed by ____ _Darrel High ____ ABN HS Director_,
Name Title

on this the 18 day of April, 2016; and City of Alexander City has
Sponsor

caused this Agreement to be executed by its Representative Charles R. Shaw, Sr.,
Name

Mayor, on the 18 day of April, 2016.
Title

Witness: ALABAMA B.A.S.S. NATION, INC.

By: _____
Signature

ABN High School Coordinator — ABN High School Director
Title

Witness: City of Alex City — Charles R. Shaw, Sr.
Sponsor

Garrett C Scott — By: Charles R. Shaw, Sr.
Signature

_____ — Mayor
Title

See Addendum "A" – Attachment and a Part of this Agreement

ADDENDUM "A"

This Addendum "A" is part of that certain Tournament Event Promotional and Sponsorship Agreement executed by and between the Alabama B.A.S.S. Nation, Inc. ("ABN") and

_____ ("Sponsor") dated this _____ day of _____,201__.

In addition to the terms and conditions contained in the Agreement, ABN and Sponsor agree that the following indicated items are a part of the duties and responsibilities of each indicated party:

Y ABN and Sponsor shall assist each other in the promoting, marketing, advertising, publicity, and conducting the bass tournament and/or related event(s), and/or _____

_____

N Sponsor shall provide for or coordinate for the tournament launch site, and/or _____

_____

N Sponsor shall provide for all permit or tournament site fees (or they be waived), and/or _____

_____

N Sponsor shall provide for adequate parking for _____ boats and tow vehicles at the tournament site, and/or _____

N Sponsor shall provide for adequate access (ingress and egress) at launch site for _____ boats, and/or _____

N Sponsor shall provide easily accessible electricity and restroom facilities at the tournament site. If no restroom facilities are available at the tournament site, at least _____ portable toilets (one handicapped) should be placed at the tournament site, and/or _____

_____

Y ABN shall be responsible for selection of the hotel/motel within the city limits of _____ for the Tournament Headquarters,

OR Y Sponsor shall be responsible for selection of the hotel/motel within the city limits of ALEXANDER CITY for the Tournament Headquarters.

* In either case, the Tournament Headquarters facility must provide 3 complimentary rooms for the nights of December 2ND 2016, 2016 for the tournament staff. All rooms blocked for this event (Number 20-25) for contestants shall start on December 2ND 2016 ending the night of December 3RD 2016. Room rates must be discounted for the tournament contestants (Room Cost: $ _____). ABN reserves the right to set standards for the tournament headquarters hotel/motel.

* The Tournament Headquarters hotel/motel must have adequate parking and ingress and egress for the tournament anglers with booked/blocked rooms, their boats and tow vehicles.

* The Tournament Headquarters must have adequate electrical hook-up for all contestant boats or have Sponsor provided electrical generating capacity for battery charging of boats.

Y PARKS RECREATION/CITY will provide or coordinate security at the Tournament Headquarters and the Tournament Launch Site for boats and tow vehicles. The minimum security provided will consist of increased patrols by local law enforcement.

Y Sponsor or _____ Tournament Headquarters Facility shall provide a meeting hall without cost to ABN for a tournament angler meeting on December 2ND, 2016, between the hours of 5PM and 8PM. The meeting hall or room should have available an audio system and be capable of seating 400 people.

N Sponsor shall make available and provide, free of charge, bagged ice at the launch site for each boat of tournament anglers on each scheduled tournament day, and/or _____

_____

N Sponsor shall provide boxed lunches for each boat of tournament anglers on each scheduled tournament day, and/or _____

Y Sponsor agrees to provide a banquet meal for the tournament contestants, tournament officials, and their families on Oct 28TH, 2016. Describe: SPORTSPLEX (See Tammy)

N Sponsor agrees to provide breakfast meals for the families of the tournament contestants on _____. Describe: _____

N Sponsor agrees to provide t-shirts, ball hats, etc. promoting the tournament city or area to contestants, families, and tournament officials. Describe: _____

Y Sponsor agrees to provide "promotional packages" to the tournament anglers and their families including discounted or free access to area attractions, city facilities, discounted shopping opportunities, etc. Describe: _____

N Sponsor agrees to provide guided tours to families of tournament anglers during the tournament days. Describe: _____

____ Other: _____

Signed: _____ _____
ABN SPONSOR Mayor

THIS AGREEMENT and Addendum "A" may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Alabama B.A.S.S. Nation, Inc. has caused this Agreement to be executed by ____ _Darrel High ____ ABN HS Director_, on this the 18 day of April, 201__; and City of Alexander City has caused this Agreement to be executed by its Representative Charles R. Shaw, Sr., Mayor, on the 18 day of April, 2016

(Name / Title / Sponsor / Name / Title)

Witness: Preston M. Stewart Jr.

ALABAMA B.A.S.S. NATION, INC.

By: Darrel R. High
Signature

ABN High School Director
Title

Witness: David C Scott

City of Alex City, Charles R. Shaw, Sr.
Sponsor

By: Charles R. Shaw, Sr.
Signature

Mayor
Title

See Addendum "A" – Attachment and a Part of this Agreement

ADDENDUM "A"

This Addendum "A" is part of that certain Tournament Event Promotional and Sponsorship Agreement executed by and between the Alabama B.A.S.S. Nation, Inc. ("ABN") and

_____ ("Sponsor") dated this _____ day of _____,201__.

In addition to the terms and conditions contained in the Agreement, ABN and Sponsor agree that the following indicated items are a part of the duties and responsibilities of each indicated party:

RESOLUTION NO. 16-56

WHEREAS, the following bids for the construction of the new Broad Street Streetscape and parking lot project, were received, opened, read and listed in the Conference Room at City Hall on Tuesday, February 11, 2016 at 10:00 AM:

BIDDERS	**BASE BID**	**ADD. ALT.#1**	**TOTAL**
Henderson and Coker, Inc. Alexander City, Al.	$478,705.85	$64,935.00	$543,640.85
Adam Construction and Assc. Lafayette, Al.	$488,454.50	$105,900.00	$594,354.50

WHEREAS, it has been determined by the City of Alexander City, Alabama, that the bid submitted by Henderson and Coker, Inc. was the lowest responsible bid for the Base Bid and Additive Alternate # 1, which was the basis for the bid award, and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Base Bid and Additive Alternate # 1 of Henderson and Coker, Inc., be and is hereby accepted and awarded in the amount of $543,640.85, by the City of Alexander City, Alabama.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the City Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hazel C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 15-56 which was duly adopted by the City Council on this 18th day of April, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016.

S E A L

Hazel C. Scott
As City Clerk of the
City of Alexander
City, Alabama

RESOLUTION NO. 16-57

WHEREAS, the following bid for one new/unused utility vehicle and top dresser for the Golf Course as per Requisition No. 16-03 were received, open, read, and listed in the office of the City Clerk on Tuesday, March 29, 2016, at 2:15 p m as follows:

BIDDER	BID
Hill Lawnmower and Chainsaw Inc. Huntsville, AL	No Response
Jerry Pate Turf and Irrigation, Inc. Birmingham, AL	$34,438.51
Kilpatrick Turf Naples, FL	No Response

WHEREAS, it has been determined by the Purchasing Agent and the Superintendent of Golf Course the one bid received a reasonable bid meeting the required specification .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the contract be and hereby awarded to Jerry Pate Turf and Irrigation, Inc. of Birmingham, Alabama, for one new/ unused utility vehicle and top dresser for the Golf Course as per Requisition No. 16-03 not to exceed $34,438.51.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

RESOLUTION NO. _____

CERTIFICATION OF CITY CLERK

The undersign as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. which was duly adopted by the City Council on the 18th day of April, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of April , 2016.

Hannett C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

March 30, 2016

To Mayor & City Council

Re Results of Bid 16-03, One New/Unused Utility Vehicle and Topdresser

1. A review of Bid 16-03 was conducted by the undersigned.

2. Results of that review are as follows:

Jerry Pate Turf & Irrigation, Inc Birmingham, Alabama	$ 34,438.51
Kilpatrick Turf Naples, Florida	No Response
Hill Lawnmower & Chainsaw Inc. Huntsville, Alabama	No Response

3. Jerry Pate Turf & Irrigation, Inc. submitted the only responsible bid. Therefore, it's recommended that Jerry Pate Turf & Irrigation, Inc. be awarded the bid in the amount of $ 34,438.51. There was $35,000 budgeted for this purchase.

Wil Oswald
Superintendant
Golf Course

Miles Hamlett
Purchasing Agent

RESOLUTION NO. 16-58

WHEREAS, the following bids for the ACRIP Street Rehabilitation Project as per Requisition No. 16-04 for the Street Department were received, open, read, and listed in the office of the City Clerk on Tuesday, March 29, 2016, at 2:00 P.M. as follows:

BIDDER	BID
Dunn Construction Birmingham, Alabama	$793,898.21
Gary Ingram Grading & Paving, Inc. Dadeville, Alabama	$663,384.21

,and

WHEREAS, it has been recommended by the Purchasing Agent and the City Engineer that the bid be awarded to Gary Ingram Grading & Paving, Inc., because they submitted the lowest responsible bid, and

WHEREAS, an additional ten percent ($66,338.42) must be allotted for unforeseen circumstances that may occur during the paving process, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the bid for Requisition No. 16-04 ACRIP Street Rehabilitation Project be and is hereby awarded to Gary Ingram Grading & Paving, Inc., in an amount of $663,384.21, not to exceed $729, 722.63, with funds coming from the ½ cent sales tax dedicated for ACRIP street improvement projects.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute any and all documents in connection with this bid.

ADOPTED this 18th day of April, 2016.

Robert Howard
President of the Council
Pro Tempore

APPROVED this 18th day of April, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hazel C Scott
City Clerk

RESOLUTION NO. 16-58

PAGE NO. 2

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-58 which was adopted by the Council on the 18th day of April, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 18th day of April, 2016.

Harriett C Scott

City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-57

WHEREAS, the City Council of the City of Alexander City, Alabama, did call for a public hearing on May 19,2016, per Resolution No. 16-50, and

WHEREAS, the time frame on Resolution No. 16-50 did not allow enough time as required by State Law after completion of said amendments to publish this amendment to the Zoning Ordinance and hold Public Hearing on May 19, 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Resolution No. 16-50 be and hereby rescinded.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on June 6, 2016, at 5:30 p m to hear public comment on the proposed amendments to the Zoning Ordinance .

ADOPTED this 2nd day of May, 2016.

James D. Spann
President of the City Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-57 which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 2nd day of May , 2016..

Hannah C Scott

As City Clerk
City of Alexander City,
Alabama

SEAL

ARTICLE IV: Section 5.8 Truck Parking Restrictions. No trucks larger than one (1) ton pick-up shall be permitted to park in any residential district, except that a truck or commercial vehicle not greater than one and one quarter (1.25) tons may be parked in an off-street accessory structure within a residential district, provided the vehicle is not parked for more than sixty (60) consecutive hours. This restriction also applies to street parking.

ARTICLE IV: Section 7.2 Sign terms defined. The following sign terms, when used in this Ordinance, shall have the meaning defined by this section.

" K. Digital Sign. Signs consisting of any moving, rotating, flashing, or otherwise animated light or component, except for time and temperature displays, traditional barber poles, and electronic reader boards whose message changes no more than once every fifteen (15) seconds and is static during the display."

"T. Off-premise sign. Any sign erected for commercial advertising purposes but not located on the same lot as the commercial use advertised. Billboards are not considered off-premise signs."

"X. Reader board. Permanent sign containing messages in the form of removable letters or copy that is changed electronically. A reader board may be a building sign or an integral part of freestanding sign. Changing messages on the electronic reader board shall not scroll, flash, or move. A reader board message shall not contain a commercial message other than one relating to the business on which it is located. No electronic reader board may be placed within 300 feet of another electronic reader board. "

ARTICLE IV, Section7.5 Sign Prohibitions.
"D. Signs consisting of any moving, rotating, flashing, or otherwise animated light or component (except for time and temperature displays, traditional barber poles, and electronic reader boards whose message changes no more often than once every fifteen (15) seconds and is static during the display) are not permitted. Changing messages on the electronic reader board shall not scroll, flash or move. A reader board message shall not contain a commercial message other than one relating to the business on which it is located. No electronic reader board may be placed within 300 feet of another electronic reader board."

"M. to remove the City Council. Now reads :"Banners, unless approved by the Mayor for a grand opening or a City-wide celebration, convention, or legal holiday."

ARTICLE IV. SEC 7.10 Signs allowed within non-residential zoning districts
Add "F. PO-Parks and Open Space District. Fifty (50) square feet of cumulative total sign area."

ARTICLE IV, Sec. 8.4 Basic Requirements and Design Considerations Subsection K. Setback Requirement . Add, "However, all proposed tower compounds that will be located on a residential property shall be subject to an additional setback from all property
boundaries of the site equal to the height of the tower structure as measured from the finished ground at the base or pad surface to the tallest point of the structure .

ARTICLE IV, Sec.8.12 Section 6409 (a) of the Federal Communications Commission Report. Nothing in this section shall be construed to conflict with Section 6409 (a) of the Federal Communications Commission Report and Order of

2014, which states that a local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower.The term " eligible facilities request" means any request or modification of an existing wireless tower or base station that involves collocation of new transmission equipment, removal of transmission equipment, or replacement of transmission equipment

Nothing in this subsection shall be construed to relieve the FCC from the requirements of the National Historic Preservation Act or the National Environmental Policy Act of 1969.

Substantial change occurs when the proposed eligible facilities request:

A. Increases the height more than :
   1. Ten (10) percent or one additional antenna array not more than twenty (20) for towers on private property, or
   2. Ten (10) percent or ten (10) feet (whichever is greater) for towers in the public rights-of-way and all base stations ; or

B. Increases the width more than:
   1. Twenty (20)feet or the tower width at level of the appurtenance (whichever is greater) for towers on private property, or
   2. Six (6) feet for towers in the public rights-of-way and all base Stations; or

C. Involves any excavation outside either:
   1. The lease or license area on private property, or
   2. The proximity to the ground-mounted equipment in the ROW; or

D. Defeats the existing concealment elements of the tower or base station; or

E Violates a prior condition of approval that does not conflict with the FCC's standards for a substantial change

ARTICLE IV: Sec.9 Temporary Use Buildings and Offices. Revise to "Nothing is this ordinance shall be constructed to prohibit the use of a trailer for a temporary construction in accordance with the building code of the City of Alexander City, Alabama, nor shall this ordinance be deemed to prohibit the parking of only one noccupied camper-trailer, not exceeding ten (10) feet in width and thirty-five (35) feet in length , in an accessory private garage building or in a rear yard of any district, so long as no living quarters are maintained and no business is practiced in such camper-trailer while it is so stored or parked."

ARTICLE IV: Remove Sec. 10 Common Open Space Requirements.

ARTICLE IV: Sec. 14 Livestock Provisions. See Sec.10-20 through 10-23 of the Code of Alexander City, Alabama, for regulations regarding livestock within the City Limits. All permitted livestock enclosures shall be a minimum of fifty (50) feet from any adjoining residential property line and all livestock shall be kept within such enclosures. Enclosures are defined as structures for the containment of livestock , but do not include fences.

ARTICLE V: Sec. 5.5 G. Revise maximum impervious surface area to twenty-five (25) percent .

A. Revise minimum dwelling unit gross floor area to 1,500 square feet
B. Revise minimum required roof pitch to 4:12.

ARTICLE V. Sec 6.5 G. Revise maximum impervious surface area to 30 percent
ARTICLE V. Sec 6.6 A. Revise maximum dwelling unit gross floor area to 1,200 square feet
ARTICLE V. Sec.7.5 G Revise maximum impervious surface area to 40 percent.

ARTICLE V, Sec. 8.5 G Revise maximum impervious surface area to 60 percent.

ARTICLE V. Sec.11.2 Add "but not pawn shops" to the end of the list of permitted uses.

ARTICLE V. Sec. 14.4F Add "However, the percentage of impervious surfaces shall be increased to seventy (70) percent for all lots not fronting on Lake Martin and sixty (60) percent for all lots with frontage along the mean high water mark of Lake Martin if all of the following improvements are incorporated into the stormwater management plan for the proposed development. .

1. Trash receptacles shall be placed in convenient locations throughout the parking lot and at the main entrances(s) of principal use building to help reduce the accumulation of waste debris on the development site. In addition, a sign shall be posted adjacent to or affixed upon each trash receptacle clearly stating, " Please do not litter."

2. Stormwater retention basins as retention basins as required to meet the Standards in Article III, Section 12.

3. Proposed landscaped islands within paved parking areas shall be improved to serve as bioretention zones, with appropriate vegetation to facilitate the absorption of stromwater runoff from adjoining or surrounding paved surfaces .
4. The establishment of grass buffers not less than ten (10)feet in width between the outer edges of any paved or impervious surface and adjoining drainageways and not less than fifty (50) feet adjoining the Lake Martin shoreline. Said buffers shall be designed and graded to filter stormwater runoff from adjoining impervious surface prior to release into public drainageways.\

5. In developed areas where excessive flooding problems occur with increasing frequency during major storm events and have been documented by the City, the establishment of a performance bond in an amount to be mutually agreed upon by the City and the property owner to ensure that costs incurred by the City to remediate any additional flooding problems that may be caused by the addition of new impervious surfaces on the property will be reimbursed"

G, Maximum Structure Height: Forty-five (45) feet or four (4) stories.

ARTICLE V. SECTION 16 –PO: Parks and Open Space District

ARTICLE V. SECTION 16 –PO: Parks and Open Space District

ARTICLE V. Sec. 16.1 District Intent. The intent of this district is to provide accommodations for existing and future park and open spaces within the City limits. This district may be applied to both existing parks and properties that the City may intend for a park in the future.

ARTICLE V. Sec 16.2 Permitted Uses

A. Parks and recreational facilities. Both indoor and outdoor.
B. Gardens, nurseries and greenhouse intended for public use and with no retail sale
C. Public or private fishing clubs, gun clubs, golf courses and country clubs, and other similar outdoor recreational activities on parcels containing ten (10) or more Acres of land, provided that all outdoor activities involving the discharge of firearms shall be conducted more than two hundred fifty (250) feet from any property line and directed away from any established adjoining residential uses.
D. Athletic fields or stadiums, race tracks and speedways, and other recreational areas for public use, including golf driving ranges, swimming pools, fish lakes, and similar recreational uses, provided that the parcel contains at least ten (10) Acres of land, that all outdoor lighting provided for night use shall be properly directed and shielded as needed to prevent excessive glare on adjoining properties.

ARTICE V. 16.3 Prohibited Uses. Any uses not specifically listed as permitted in the PO district are prohibited.

ARTICLE V 16. 4 Dimensional Requirements.

A. Minimum Lot Size. None specified.
B. Minimum Front Yard Setback. None specified
C. Minimum Side Yard Setback ten (10) feet
D. Minimum Rear Yard Setback. Twenty (20) feet.
E. Maximum Structure Height: Sixty –five (65) feet or five (5) stories
F. Maximum Percentage of Lot Covered by Impervious Surfaces. Forty (40) percent. Parking may be provided in areas paved with pervious materials, such as gravel or pavers. Parking areas utilizing pervious materials shall not be included in the calculation of impervious surfaces.

ARTICLE V. SEC. 17 Permitted Use Table. The permitted use table is intended to serve as a quick reference for uses permitted in each of the zoning districts. All uses listed in these districts are still subject to the conditions listed with the requirements of the district in question. Refer to the specific district section when determining conditions of the use.

P	Permitted
C	Conditional
S	Special Exception Required
A	Permitted as an accessory use
-	Not Permitted

Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
RESIDENTIAL												
Single-family detached dwelling	C	-	C	P	P	P	P	P	A	A	-	-
Duplex	C	C	S	P	P	-	-	-	-			
Single-family attached dwellings	C	-	P	P	P	P	P	P	-	-	-	-

Single-family group homes	C	-	P	-	P	P	P	-	-	-	-	-
Manufactured homes	C	-	-	-	-	-	P	-	-	-	P	-
Multi-family dwellings and apartments	C	P	C	-	P	P	-	-	-	-	-	-
Boarding or rooming house	P	-	P	-	-	P	-	-	-	-	-	-
Accessory residential dwelling unit	C	-	-	P	P	P	P	P	-	-	-	-
Mobile home park	C	-	-	-	-	-	-	-	-	-	P	-
Group home	P	P	-	P	P	P	-	P	-	-	-	-
Rehabilitation center	-	P	P	-	P	P	-	-	-	-	-	-
Residential care home	-	P	P	-	S	S	-	S	-	-	-	-
Nursing home	P	-	-	-	-	S	-	-	-	-	-	-
Home occupation	-	P	P	P	P	P	P	P	-	-	P	-
Cottage industries	-	-	P	-	-	-	-	-	-	-	-	-
Home day care	-	P	P	S	S	S	S	S	-	-	S	-
Boat docks and boat houses	-	-	-	-	A	A	A	A	-	-	-	-
CIVIC/INSTITUTIONAL												
Cemetery	P	-	P	P	P	P	P	P	P	P	-	P
Outdoor recreation, nonprofit	P	P	P	-	-	P	-	P	P	P	P	P
Monasteries	P	-	-	-	-	P	-	P	-	-	-	-
Police or fire station	P	P	P	P	P	P	-	P	P	P	-	-
Public building, government office	P	P	P	P	P	P	P	P	P	P	-	P
Public or non-profit park or recreation	P	P	P	P	P	P	P	P	P	P	P	P
Place of worship	P	P	P	-	P	P	-	P	P	P	-	-
Public utilities, minor	P	P	P	S	S	S	-	P	P	P	-	-
School, public or private	P	P	P	P	P	P	P	P	-	-	-	-
LODGING												
Bed and breakfast	P	-	P	P	P	P	-	P	-	-	-	-
Hotel, motel, extended stay	P	P	P	-	-	-	-	-	-	-	-	-
RETAIL SALES, SERVICE, ENTERTAINMENT												
Arts studio, gallery, instruction	P	P	P	-	-	P	-	-	-	-	-	-
Bar, tavern, lounge	-	P	P	-	-	-	-	-	-	-	-	-
Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
Country club	P	P	-	S	-	P	-	P	-	-	-	-
Club, public or private	P	P	P	-	S	S	-	P	-	-	-	-
Day care center	P	P	-	-	-	-	-	-	-	-	-	-
Financial or lending institution	P	P	P	-	-	-	-	-	P	-	-	-
Firing range - indoor	P	P	-	-	-	-	-	-	P	P	-	-
Firing range - outdoor	-	-	-	-	-	-	-	S	P	P	-	-
Funeral home	P	P	P	-	-	-	-	-	-	-	-	-
Laundry, dry cleaning	P	S	P	-	-	-	-	-	P	P	-	-
Package liquor store	-	P	P	-	-	-	-	-	-	-	-	-
Personal service	P	P	P	-	-	-	-	-	-	-	P	-
Recreation facility - indoor	P	P	P	-	-	-	-	-	-	-	-	P
Recreation facility - outdoor	-	P	-	-	S	S	-	S	P	P	P	P
Restaurant with bar	-	P	P	-	-	-	-	-	-	-	-	-
Restaurant without bar	P	P	P	-	-	-	-	-	-	-	-	-
Restaurant with drive-thru	P	P	P	-	-	-	-	-	-	-	-	-
Retail sales or service	P	P	P	-	-	-	-	-	A	A	-	-
Shopping centers, shopping malls, and office parks	-	P	C	-	-	-	-	-	-	-	-	-
Special events center	-	P	P	-	-	-	-	-	-	-	-	-

Television or other production studio	-	P	P	-	-	-	-	-	-	-	-	-
Temporary festival or special event	P	P	P	-	-	-	-	-	-	-	-	-
Theater (live or cinema)	P	P	P	-	-	-	-	-	-	-	-	-
Sexually-oriented adult use	-	L	-	-	-	-	-	-	-	-	-	-
Tattoo parlor	L	L	L	-	-	-	-	-	-	-	-	-
Tobacco shop	L	L	L	-	-	-	-	-	-	-	-	-
GENERAL BUSINESS												
Ambulance or emergency service	P	P	-	-	-	-	-	-	P	P	-	-
Artisanal	P	P	P	-	-	-	-	-	-	-	-	-
Business, vocational school	P	P	P	-	-	-	-	-	P	-	-	-
Commercial kennel	-	P	-	-	-	-	-	S	P	P	-	-
Hospital	-	P	P	-	-	-	-	S	P	P	-	-
Marina	-	P	-	-	-	-	-	-	-	-	-	-
Medical or dental office, clinic	P	P	P	-	-	S	-	-	-	-	-	-
Office, professional services	P	P	P	-	-	S	-	-	-	-	A	-
Radio, television, etc. broadcasting	-	P	-	-	-	-	-	-	P	P	-	-
Research and testing laboratories	-	P	P	-	-	-	-	-				
Self-storage, indoor	-	P	-	-	-	-	-	-	-	P	-	-
Service or repair (except automobile)	P	P	-	-	-	-	-	-	P	P	-	-
Storage (product or inventory)	A	A	P	P								
Veterinary office, clinic	P	P	P	-	-	-	-	-	P	-	-	-
Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
Wholesale trade	-	P	P	-	-	-	-	-	P	-	-	-
VEHICLE ACCOMMODATIONS												
Parking garage, structure (public or private)	P	P	P	-	-	-	-	-	P	P	-	-
Car wash	P	P	-	-	-	-	-	-	P	P	-	-
Fuel station	P	P	P	-	-	-	-	-	P	P	-	-
Passenger transportation terminal	P	P	P	-	-	-	-	-	P	P	-	-
RV Park	-	P	-	-	-	-	-	-	P	-	-	-
Surface parking lot	A	P	P	A	A	A	A	-	P	P	A	-
Vehicle repair, minor	-	P	-	-	-	-	-	-	P	P	-	-
Vehicle repair, major	-	P	-	-	-	-	-	-	P	P	-	-
Vehicle sales, leasing, rentals	-	P	-	-	-	-	-	-	P	P	-	-
INDUSTRIAL												
Airport, aircraft landing fields/strips	-	-	-	-	-	-	-	-	P	P	-	-
Armory	-	-	-	-	-	-	-	-	P	P	-	-
Construction contractor	-	-	-	-	-	-	-	-	P	P	-	-
Electrical substation	-	-	-	-	-	-	-	-	P	P	-	-
Equipment or machinery sales, leasing, repair	-	-	-	-	-	-	-	-	P	P	-	-
Laboratory - medical, analytical	-	-	-	-	-	-	-	-	P	P	-	-
Landfill - C&D	-	-	-	-	-	-	-	-	-	P	-	-
Lumber yards and mills	-	-	-	-	-	-	-	-	P	P	-	-
Manufacturing/processing - heavy	-	-	-	-	-	-	-	-	-	P	-	-
Manufacturing/processing - medium	-	-	-	-	-	-	-	-	P	P	-	-
Manufacturing/processing - light	-	S	-	-	-	-	-	-	P	P	-	-
Public utility, major	-	P	P	-	-	-	-	-	P	P	-	-

Railroad yard	-	-	-	-	-	-	-	-	P	P	-	-
Recycling - large collection facility	-	-	-	-	-	-	-	-	P	P	-	-
Recycling - small collection facility	-	P	-	-	-	-	-	-	P	P	-	-
Recycling - processing facility	-	-	-	-	-	-	-	-	P	P	-	-
Research and development	-	-	-	-	-	-	-	-	P	P	-	-
Scrap and dismantling or salvage yard	-	-	-	-	-	-	-	-	-	P	-	-
Sewer and waste facility	-	-	-	-	-	-	-	-	-	P	-	-
Storage - outdoor	-	C	-	-	-	-	-	-	P	P	-	-
Storage, warehousing, and distribution	-	-	-	-	-	-	-	-	P	P	-	-
Truck terminal or transportation distribution center	-	P	-	-	-	-	-	-	P	P	-	-
Water supply facility	-	-	-	-	-	-	-	-	P	P	-	-
Wireless transmitter	-	-	-	-	-	-	-	-	P	P	-	-
AGRICULTURAL												
Commercial agricultural uses	-	-	-	-	-	-	-	P	-	-	-	-
Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
Dairy	-	-	-	-	-	-	-	P	-	-	-	-
Greenhouse/nursery with retail sales	-	P	-	-	-	-	-	-	P	P	-	-
Greenhouse/nursery without retail sales	-	P	-	-	-	-	-	S	P	P	-	-
Livestock farms	-	-	-	-	-	-	-	P	-	-	-	-
Orchards	-	-	-	-	-	-	-	P	-	-	-	-
Row crop cultivation	-	-	-	-	-	-	-	P	-	-	-	-
Roadside stand	-	P	-	-	-	-	-	A	-	-	-	-
Sawmill (temporary or portable)	-	-	S									
Stable and/or riding academy	-	-	-	-	-	-	P	-	-	-	-	
Timber harvesting	-	-	-	-	-	-	P	-	-	-	-	
Non-commercial agriculture/livestock	P	P	P	A	A	C	-	A	-	-	-	P

ARTICLE V: Section 20-CAB; Central Alabama Business Park District

20.1 Intent. The intent of the Central Alabama Business Park (CAB) development approval process is to facilitate the development of land in a manner that conforms to City plans (including the Alexander City Community Plan and plans for the former Russell property) but also provides flexibility on the development of the site, promoting high standards in layout and construction and ensuring development of the site, promoting high standards in layout and construction and ensuring development is harmonious with existing topographical and historic features and surrounding land uses.

20.2 General procedure. In the CAB district, all development is conditional based on the submittal and approval of a development plan, reviewed and approved by the Alexander City Planning and Zoning Commission. The application and approval process is described in detail in Section 20.5. All development shall meet the guidelines in this section.

20.3 Conditional Uses. The uses that may be conditionally approved in the CAB district are listed below. The approval of these uses is at the discretion of the Planning Commission based on an approved development plan; however, these uses are deemed to be the most appropriate uses for this district and shall be approved if the development plan meets all development requirements and guidelines.

Conditional Uses - CAB District	
Retail Sales, Service, Entertainment	
Arts studio, gallery, instruction	Recreation facility – outdoor
Country club	Restaurant with bar
Club, public or private	Restaurant without bar
Day care center	Restaurant with drive-thru
Financial or lending institution	Retail sales or service
Funeral home	Television or other production studio
Laundry, dry cleaning	Temporary festival or special event
Personal service	Theater (live or cinema)
Recreation facility - indoor	
General Business	
Ambulance or emergency service	Office, professional or real estate
Artisanal	Radio, television, etc. broadcasting
Business, vocational school	Service or repair (except automobile)
Medical or dental office, clinic	Veterinary office, clinic
	Wholesale trade
Light Industrial	
Construction contractor	Recycling - small collection facility
Electrical substation	Research and development
Equipment or machinery sales, leasing, repair	Storage and distribution
Laboratory - medical, analytical	Water supply facility
Manufacturing/processing - medium	Wireless transmitter
Manufacturing/processing - light	
Residential	
Townhouse	Personal care home
MF 4 units or fewer	Home occupation
MF 5 units or more	
Lodging	
Hotel, Motel, Extended Stay	
College/University	Public park or recreation
Outdoor recreation, nonprofit	Place of worship
Police or fire station	Public utilities, minor
	School, public or private

20.3 All development in the CAB district must meet the following standards:

A. Must be compatible with the Alexander City Community Plan
B. Must be compatible with the topography of the land.
C. Shall preserve any sensitive, unusual, or significant topographic, natural or historic features
D. Development shall conform to the guidelines set forth hereon. The Planning Commission shall not approve a development proposal that does not align with these guidelines.

20.4 Development Guidelines. All development in the CAB district shall conform to the following guidelines:

CAB District Site/Building Standards	
Lot Dimensions	
Minimum Lot Area	7,500 sf
Minimum Lot Width	75′
Building Setbacks	
Primary Street	10′
Side Street	5′
Side, Interior	10′
Rear	10′
Rear, abutting protected area	30′
Building Height	
Max (feet/stories)	35′/3
Parking Setbacks/Requirements	
Primary street (min)	10′
Side street (min)	10′
Side, interior (min)*	0′ or 5′
Rear (min)*	0′ or 5′
Abutting protected area (min)*	10′

*If cross-access is provided, parking shall not have a setback where it abuts the adjoining property with cross-access.

B. Building standards. Buildings shall be faced with masonry materials and shall provide an interesting and architectural façade. If on a corner lot, both street facing facades shall be faced with masonry materials.

C. Landscaping standards for parking areas. Parking areas shall be landscaped according to the following table:

Landscaping for Parking Areas	
Primary street buffer strip (min)	5′
Side street buffer strip (min)	5′
Side interior (min)*	5′
Rear (min)*	5′
Abutting protected area (min)	10′
Distance between trees in buffers (max)	50′
Max # of spaces between landscape islands	10

20.5 Development approval process. In order to gain approval for development in the CAB District, an applicant shall submit a CAB Development Application to the Planning Department.

A complete application shall include the following:

1. Site plan scaled to not less than 1:100 showing all propose improvements to include buildings, landscaping, paving, parking, sidewalks, open spaces, signs, etc. as well as all information required by the Alexander City Subdivision Regulations for preliminary plat.
2. Representative drawings of proposed structures including elevations of each facade, material call-outs, landscaping, etc.
3. Representative drawings of all proposed signage.
4. Proposed uses and /or tenants for each structure or part of a structure.
5. Evidence of ownership or control of the tract proposed for development.
6. Names and addresses of persons/firms/partnerships/ corporations
7. A fee which shall be in accordance with the schedule of fees establish the Planning Department.

B. Upon receipt of a complete application for approval, the Planning Commission shall conduct a public hearing within 15 days of the receipt of the application.

Section 21- LS Lee Street Overlay District

21.1 Intent. The intent of the lee Street overlay development approval process is to facilitate the development of land in a manner that conforms to City plans (including the Alexander City Community Plan) but also provides flexibility on the development of properties fronting Lee Street, promoting high standards in layout and construction and ensuring development is harmonious with existing topographical and historic features and surrounding land use. As Lee Street is the primary gateway to the City of Alexander City, development along should reflect the City's character and be constructed of high quality materials with quality design.

21.2 Permitted Uses. The permitted uses shall be those of the underlying zoning district.

21.3 All development in the LS district must meet the following standards:

A. Must be compatible with the Alexander City Community Plan;
B. Must be compatible with the topography of the land;
C. Shall preserve any sensitive, unusual, or significant topographic, Natural, or historic features; and
D. Development shall conform to the guidelines set forth herein. The Planning Commission shall not approve a development proposal that does not align with these guidelines.

21.4 Dimensional Requirements. Dimensional requirements shall be the same as in the underlying zoning district.

21.5 Building Materials. Building facades (any side of the building facing an adjacent street) shall be constructed using masonry materials such as brick, stucco, stone, or other masonry material as approved by the Planning Commission. Sides of the building not facing a street may be constructed utilizing other materials.

21-6 Landscaping standards for parking areas. Parking areas shall be landscaped According to the following table:

Landscaping for Parking Areas	
Primary street buffer strip (min)	5′
Side street buffer strip (min)	5′
Side interior (min)*	5′
Rear (min)*	5′
Abutting protected area (min)	10′
Distance between trees in buffers (max)	50′
Max # of spaces between landscape islands	10

21-7 Signage requirements. The allowed area of permitted signage are regulated by the requirements of the underlying zoning district shall be monument style, Constructed of masonry materials, and is limited to ten (10) feet in height.

21-8 Development approval process. In order to gain approval for development in the CAB District, an applicant shall submit an LS Development Application to the Planning Department.

A. A complete application shall include the following:

1. Site plan scaled to not less than 1:100 showing all proposed improvements to include buildings, landscaping, paving, parking, sidewalks, open spaces, signs, etc. as well as all information required by the Alexander City Subdivision Regulations for a preliminary plat.
2. Representative drawings of proposed structures including elevations of each façade, material call-outs, landscaping, etc.
3. Representative drawings of all proposed signage.
4. Proposed uses and/or tenants for each structure or part of a structure.
5. Evidence of ownership or control of the tract proposed for development.
6. Names and addresses of persons/firms/partnerships/corporations showing a financial interest in the project.
7. A fee, which shall be in accordance with the schedule of fees established the Planning Department.

B. Upon receipt of a complete application for approval, the Planning Commission shall conduct a public hearing within 15 days of the receipt of the application.

ARTICLE IV: Section 5.8 Truck Parking Restrictions. No trucks larger than one (1) ton pick-up shall be permitted to park in any residential district, except that a truck or commercial vehicle not greater than one and one quarter (1.25) tons may be parked in an off-street accessory structure within a residential district, provided the vehicle is not parked for more than sixty (60) consecutive hours. This restriction also applies to street parking.

ARTICLE IV: Section 7.2 Sign terms defined. The following sign terms, when used in this Ordinance, shall have the meaning defined by this section.

" K. Digital Sign. Signs consisting of any moving, rotating, flashing, or otherwise animated light or component, except for time and temperature displays, traditional barber poles, and electronic reader boards whose message changes no more than once every fifteen (15) seconds and is static during the display."

"T. Off-premise sign. Any sign erected for commercial advertising purposes but not located on the same lot as the commercial use advertised. Billboards are not considered off-premise signs."

"X. Reader board. Permanent sign containing messages in the form of removable letters or copy that is changed electronically. A reader board may be a building sign or an integral part of freestanding sign. Changing messages on the electronic reader board shall not scroll, flash, or move. A reader board message shall not contain a commercial message other than one relating to the business on which it is located. No electronic reader board may be placed within 300 feet of another electronic reader board. "

ARTICLE IV, Section7.5 Sign Prohibitions.
"D. Signs consisting of any moving, rotating, flashing, or otherwise animated light or component (except for time and temperature displays, traditional barber poles, and electronic reader boards whose message changes no more often than once every fifteen (15) seconds and is static during the display) are not permitted. Changing messages on the electronic reader board shall not scroll, flash or move. A reader board message shall not contain a commercial message other than one relating to the business on which it is located. No electronic reader board may be placed within 300 feet of another electronic reader board."

"M. to remove the City Council. Now reads :"Banners, unless approved by the Mayor for a grand opening or a City-wide celebration, convention, or legal holiday."

ARTICLE IV. SEC 7.10 Signs allowed within non-residential zoning districts
Add "F. PO-Parks and Open Space District. Fifty (50) square feet of cumulative total sign area."

ARTICLE IV, Sec. 8.4 Basic Requirements and Design Considerations Subsection K. Setback Requirement . Add, "However, all proposed tower compounds that will be located on a residential property shall be subject to an additional setback from all property
boundaries of the site equal to the height of the tower structure as measured from the finished ground at the base or pad surface to the tallest point of the structure .

ARTICLE IV, Sec.8.12 Section 6409 (a) of the Federal Communications Commission Report. Nothing in this section shall be construed to conflict with Section 6409 (a) of the Federal Communications Commission Report and Order of

2014, which states that a local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower.The term " eligible facilities request" means any request or modification of an existing wireless tower or base station that involves collocation of new transmission equipment, removal of transmission equipment, or replacement of transmission equipment

Nothing in this subsection shall be construed to relieve the FCC from the requirements of the National Historic Preservation Act or the National Environmental Policy Act of 1969.

Substantial change occurs when the proposed eligible facilities request:

A. Increases the height more than :
   1. Ten (10) percent or one additional antenna array not more than twenty (20) for towers on private property, or
   2. Ten (10) percent or ten (10) feet (whichever is greater) for towers in the public rights-of-way and all base stations ; or

B. Increases the width more than:
   1. Twenty (20)feet or the tower width at level of the appurtenance (whichever is greater) for towers on private property, or
   2. Six (6) feet for towers in the public rights-of-way and all base Stations; or

C. Involves any excavation outside either:
   1. The lease or license area on private property, or

   2. The proximity to the ground-mounted equipment in the ROW; or

D. Defeats the existing concealment elements of the tower or base station; or

E Violates a prior condition of approval that does not conflict with the FCC's standards for a substantial change

ARTICLE IV: Sec.9 Temporary Use Buildings and Offices. Revise to "Nothing is this ordinance shall be constructed to prohibit the use of a trailer for a temporary construction in accordance with the building code of the City of Alexander City, Alabama, nor shall this ordinance be deemed to prohibit the parking of only one noccupied camper-trailer, not exceeding ten (10) feet in width and thirty-five (35) feet in length , in an accessory private garage building or in a rear yard of any district, so long as no living quarters are maintained and no business is practiced in such camper-trailer while it is so stored or parked."

ARTICLE IV: Remove Sec. 10 Common Open Space Requirements.

ARTICLE IV: Sec. 14 Livestock Provisions. See Sec.10-20 through 10-23 of the Code of Alexander City, Alabama, for regulations regarding livestock within the City Limits. All permitted livestock enclosures shall be a minimum of fifty (50) feet from any adjoining residential property line and all livestock shall be kept within such enclosures. Enclosures are defined as structures for the containment of livestock , but do not include fences.

ARTICLE V: Sec. 5.5 G. Revise maximum impervious surface area to twenty-five (25) percent .

A. Revise minimum dwelling unit gross floor area to 1,500 square feet
B. Revise minimum required roof pitch to 4:12.

ARTICLE V. Sec 6.5 G. Revise maximum impervious surface area to 30 percent
ARTICLE V. Sec 6.6 A. Revise maximum dwelling unit gross floor area to 1,200 square feet
ARTICLE V. Sec.7.5 G Revise maximum impervious surface area to 40 percent.

ARTICLE V, Sec. 8.5 G Revise maximum impervious surface area to 60 percent.

ARTICLE V. Sec.11.2 Add "but not pawn shops" to the end of the list of permitted uses.

ARTICLE V. Sec. 14.4F Add "However, the percentage of impervious surfaces shall be increased to seventy (70) percent for all lots not fronting on Lake Martin and sixty (60) percent for all lots with frontage along the mean high water mark of Lake Martin if all of the following improvements are incorporated into the stormwater management plan for the proposed development. .

1. Trash receptacles shall be placed in convenient locations throughout the parking lot and at the main entrances(s) of principal use building to help reduce the accumulation of waste debris on the development site. In addition, a sign shall be posted adjacent to or affixed upon each trash receptacle clearly stating, " Please do not litter."

2. Stormwater retention basins as retention basins as required to meet the Standards in Article III, Section 12.

3. Proposed landscaped islands within paved parking areas shall be improved to serve as bioretention zones, with appropriate vegetation to facilitate the absorption of stromwater runoff from adjoining or surrounding paved surfaces .
4. The establishment of grass buffers not less than ten (10)feet in width between the outer edges of any paved or impervious surface and adjoining drainageways and not less than fifty (50) feet adjoining the Lake Martin shoreline. Said buffers shall be designed and graded to filter stormwater runoff from adjoining impervious surface prior to release into public drainageways.\

5. In developed areas where excessive flooding problems occur with increasing frequency during major storm events and have been documented by the City, the establishment of a performance bond in an amount to be mutually agreed upon by the City and the property owner to ensure that costs incurred by the City to remediate any additional flooding problems that may be caused by the addition of new impervious surfaces on the property will be reimbursed"

G, Maximum Structure Height: Forty-five (45) feet or four (4) stories.

ARTICLE V. SECTION 16 –PO: Parks and Open Space District

ARTICLE V. SECTION 16 –PO: Parks and Open Space District

ARTICLE V. Sec. 16.1 District Intent. The intent of this district is to provide accommodations for existing and future park and open spaces within the City limits. This district may be applied to both existing parks and properties that the City may intend for a park in the future.

ARTICLE V. Sec 16.2 Permitted Uses

A. Parks and recreational facilities. Both indoor and outdoor.
B. Gardens, nurseries and greenhouse intended for public use and with no retail sale
C. Public or private fishing clubs, gun clubs, golf courses and country clubs, and other similar outdoor recreational activities on parcels containing ten (10) or more Acres of land, provided that all outdoor activities involving the discharge of firearms shall be conducted more than two hundred fifty (250) feet from any property line and directed away from any established adjoining residential uses.
D. Athletic fields or stadiums, race tracks and speedways, and other recreational areas for public use, including golf driving ranges, swimming pools, fish lakes, and similar recreational uses, provided that the parcel contains at least ten (10) Acres of land, that all outdoor lighting provided for night use shall be properly directed and shielded as needed to prevent excessive glare on adjoining properties.

ARTICE V. 16.3 Prohibited Uses. Any uses not specifically listed as permitted in the PO district are prohibited.

ARTICLE V 16. 4 Dimensional Requirements.

A. Minimum Lot Size. None specified.
B. Minimum Front Yard Setback. None specified
C. Minimum Side Yard Setback ten (10) feet
D. Minimum Rear Yard Setback. Twenty (20) feet.
E. Maximum Structure Height: Sixty –five (65) feet or five (5) stories
F. Maximum Percentage of Lot Covered by Impervious Surfaces. Forty (40) percent. Parking may be provided in areas paved with pervious materials, such as gravel or pavers. Parking areas utilizing pervious materials shall not be included in the calculation of impervious surfaces.

ARTICLE V. SEC. 17 Permitted Use Table. The permitted use table is intended to serve as a quick reference for uses permitted in each of the zoning districts. All uses listed in these districts are still subject to the conditions listed with the requirements of the district in question. Refer to the specific district section when determining conditions of the use.

P	Permitted
C	Conditional
S	Special Exception Required
A	Permitted as an accessory use
-	Not Permitted

Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
RESIDENTIAL												
Single-family detached dwelling	C	-	C	P	P	P	P	P	A	A	-	-
Duplex	C	C	S	P	P	-	-	-	-			
Single-family attached dwellings	C	-	P	P	P	P	P	P	-	-	-	-

Single-family group homes	C	-	P	-	P	P	P	-	-	-	-	-
Manufactured homes	C	-	-	-	-	-	P	-	-	-	P	-
Multi-family dwellings and apartments	C	P	C	-	P	P	-	-	-	-	-	-
Boarding or rooming house	P	-	P	-	-	P	-	-	-	-	-	-
Accessory residential dwelling unit	C	-	-	P	P	P	P	P	-	-	-	-
Mobile home park	C	-	-	-	-	-	-	-	-	-	P	-
Group home	P	P	-	P	P	P	-	P	-	-	-	-
Rehabilitation center	-	P	P	-	P	P	-	-	-	-	-	-
Residential care home	-	P	P	-	S	S	-	S	-	-	-	-
Nursing home	P	-	-	-	-	S	-	-	-	-	-	-
Home occupation	-	P	P	P	P	P	P	P	-	-	P	-
Cottage industries	-	-	P	-	-	-	-	-	-	-	-	-
Home day care	-	P	P	S	S	S	S	S	-	-	S	-
Boat docks and boat houses	-	-	-	-	A	A	A	A	-	-	-	-
CIVIC/INSTITUTIONAL												
Cemetery	P	-	P	P	P	P	P	P	P	P	-	P
Outdoor recreation, nonprofit	P	P	P	-	-	P	-	P	P	P	P	P
Monasteries	P	-	-	-	-	P	-	P	-	-	-	-
Police or fire station	P	P	P	P	P	P	-	P	P	P	-	-
Public building, government office	P	P	P	P	P	P	P	P	P	P	-	P
Public or non-profit park or recreation	P	P	P	P	P	P	P	P	P	P	P	P
Place of worship	P	P	P	-	P	P	-	P	P	P	-	-
Public utilities, minor	P	P	P	S	S	S	-	P	P	P	-	-
School, public or private	P	P	P	P	P	P	P	P	-	-	-	-
LODGING												
Bed and breakfast	P	-	P	P	P	P	-	P	-	-	-	-
Hotel, motel, extended stay	P	P	P	-	-	-	-	-	-	-	-	-
RETAIL SALES, SERVICE, ENTERTAINMENT												
Arts studio, gallery, instruction	P	P	P	-	-	P	-	-	-	-	-	-
Bar, tavern, lounge	-	P	P	-	-	-	-	-	-	-	-	-
Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
Country club	P	P	-	S	-	P	-	P	-	-	-	-
Club, public or private	P	P	P	-	S	S	-	P	-	-	-	-
Day care center	P	P	-	-	-	-	-	-	-	-	-	-
Financial or lending institution	P	P	P	-	-	-	-	-	P	-	-	-
Firing range - indoor	P	P	-	-	-	-	-	-	P	P	-	-
Firing range - outdoor	-	-	-	-	-	-	-	S	P	P	-	-
Funeral home	P	P	P	-	-	-	-	-	-	-	-	-
Laundry, dry cleaning	P	S	P	-	-	-	-	-	P	P	-	-
Package liquor store	-	P	P	-	-	-	-	-	-	-	-	-
Personal service	P	P	P	-	-	-	-	-	-	-	P	-
Recreation facility - indoor	P	P	P	-	-	-	-	-	-	-	-	P
Recreation facility - outdoor	-	P	-	-	S	S	-	S	P	P	P	P
Restaurant with bar	-	P	P	-	-	-	-	-	-	-	-	-
Restaurant without bar	P	P	P	-	-	-	-	-	-	-	-	-
Restaurant with drive-thru	P	P	P	-	-	-	-	-	-	-	-	-
Retail sales or service	P	P	P	-	-	-	-	-	A	A	-	-
Shopping centers, shopping malls, and office parks	-	P	C	-	-	-	-	-	-	-	-	-
Special events center	-	P	P	-	-	-	-	-	-	-	-	-

Television or other production studio	-	P	P	-	-	-	-	-	-	-	-	-
Temporary festival or special event	P	P	P	-	-	-	-	-	-	-	-	-
Theater (live or cinema)	P	P	P	-	-	-	-	-	-	-	-	-
Sexually-oriented adult use	-	L	-	-	-	-	-	-	-	-	-	-
Tattoo parlor	L	L	L	-	-	-	-	-	-	-	-	-
Tobacco shop	L	L	L	-	-	-	-	-	-	-	-	-
GENERAL BUSINESS												
Ambulance or emergency service	P	P	-	-	-	-	-	-	P	P	-	-
Artisanal	P	P	P	-	-	-	-	-	-	-	-	-
Business, vocational school	P	P	P	-	-	-	-	-	P	-	-	-
Commercial kennel	-	P	-	-	-	-	-	S	P	P	-	-
Hospital	-	P	P	-	-	-	-	S	P	P	-	-
Marina	-	P	-	-	-	-	-	-	-	-	-	-
Medical or dental office, clinic	P	P	P	-	-	S	-	-	-	-	-	-
Office, professional services	P	P	P	-	-	S	-	-	-	-	A	-
Radio, television, etc. broadcasting	-	P	-	-	-	-	-	-	P	P	-	-
Research and testing laboratories	-	P	P	-	-	-	-	-				
Self-storage, indoor	-	P	-	-	-	-	-	-	-	P	-	-
Service or repair (except automobile)	P	P	-	-	-	-	-	-	P	P	-	-
Storage (product or inventory)	A	A	P	P								
Veterinary office, clinic	P	P	P	-	-	-	-	-	P	-	-	-
Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
Wholesale trade	-	P	P	-	-	-	-	-	P	-	-	-
VEHICLE ACCOMMODATIONS												
Parking garage, structure (public or private)	P	P	P	-	-	-	-	-	P	P	-	-
Car wash	P	P	-	-	-	-	-	-	P	P	-	-
Fuel station	P	P	P	-	-	-	-	-	P	P	-	-
Passenger transportation terminal	P	P	P	-	-	-	-	-	P	P	-	-
RV Park	-	P	-	-	-	-	-	-	P	-	-	-
Surface parking lot	A	P	P	A	A	A	A	-	P	P	A	-
Vehicle repair, minor	-	P	-	-	-	-	-	-	P	P	-	-
Vehicle repair, major	-	P	-	-	-	-	-	-	P	P	-	-
Vehicle sales, leasing, rentals	-	P	-	-	-	-	-	-	P	P	-	-
INDUSTRIAL												
Airport, aircraft landing fields/strips	-	-	-	-	-	-	-	-	P	P	-	-
Armory	-	-	-	-	-	-	-	-	P	P	-	-
Construction contractor	-	-	-	-	-	-	-	-	P	P	-	-
Electrical substation	-	-	-	-	-	-	-	-	P	P	-	-
Equipment or machinery sales, leasing, repair	-	-	-	-	-	-	-	-	P	P	-	-
Laboratory - medical, analytical	-	-	-	-	-	-	-	-	P	P	-	-
Landfill - C&D	-	-	-	-	-	-	-	-	-	P	-	-
Lumber yards and mills	-	-	-	-	-	-	-	-	P	P	-	-
Manufacturing/processing - heavy	-	-	-	-	-	-	-	-	-	P	-	-
Manufacturing/processing - medium	-	-	-	-	-	-	-	-	P	P	-	-
Manufacturing/processing - light	-	S	-	-	-	-	-	-	P	P	-	-
Public utility, major	-	P	P	-	-	-	-	-	P	P	-	-

Railroad yard	-	-	-	-	-	-	-	-	P	P	-	-
Recycling - large collection facility	-	-	-	-	-	-	-	-	P	P	-	-
Recycling - small collection facility	-	P	-	-	-	-	-	-	P	P	-	-
Recycling - processing facility	-	-	-	-	-	-	-	-	P	P	-	-
Research and development	-	-	-	-	-	-	-	-	P	P	-	-
Scrap and dismantling or salvage yard	-	-	-	-	-	-	-	-	-	P	-	-
Sewer and waste facility	-	-	-	-	-	-	-	-	-	P	-	-
Storage - outdoor	-	C	-	-	-	-	-	-	P	P	-	-
Storage, warehousing, and distribution	-	-	-	-	-	-	-	-	P	P	-	-
Truck terminal or transportation distribution center	-	P	-	-	-	-	-	-	P	P	-	-
Water supply facility	-	-	-	-	-	-	-	-	P	P	-	-
Wireless transmitter	-	-	-	-	-	-	-	-	P	P	-	-
AGRICULTURAL												
Commercial agricultural uses	-	-	-	-	-	-	-	P	-	-	-	-
Sec. 17: PERMITTED USE TABLE	B-1	B-2	B-3	R-1	R-2	R-3	R-3M	RR	I-1	I-2	MHP	PO
Dairy	-	-	-	-	-	-	-	P	-	-	-	-
Greenhouse/nursery with retail sales	-	P	-	-	-	-	-	-	P	P	-	-
Greenhouse/nursery without retail sales	-	P	-	-	-	-	-	S	P	P	-	-
Livestock farms	-	-	-	-	-	-	-	P	-	-	-	-
Orchards	-	-	-	-	-	-	-	P	-	-	-	-
Row crop cultivation	-	-	-	-	-	-	-	P	-	-	-	-
Roadside stand	-	P	-	-	-	-	-	A	-	-	-	-
Sawmill (temporary or portable)	-	-	S									
Stable and/or riding academy	-	-	-	-	-	-	P	-	-	-	-	
Timber harvesting	-	-	-	-	-	-	P	-	-	-	-	
Non-commercial agriculture/livestock	P	P	P	A	A	C	-	A	-	-	-	P

ARTICLE V: Section 20-CAB; Central Alabama Business Park District

20.1 Intent. The intent of the Central Alabama Business Park (CAB) development approval process is to facilitate the development of land in a manner that conforms to City plans (including the Alexander City Community Plan and plans for the former Russell property) but also provides flexibility on the development of the site, promoting high standards in layout and construction and ensuring development of the site, promoting high standards in layout and construction and ensuring development is harmonious with existing topographical and historic features and surrounding land uses.

20.2 General procedure. In the CAB district, all development is conditional based on the submittal and approval of a development plan, reviewed and approved by the Alexander City Planning and Zoning Commission. The application and approval process is described in detail in Section 20.5. All development shall meet the guidelines in this section.

20.3 Conditional Uses. The uses that may be conditionally approved in the CAB district are listed below. The approval of these uses is at the discretion of the Planning Commission based on an approved development plan; however, these uses are deemed to be the most appropriate uses for this district and shall be approved if the development plan meets all development requirements and guidelines.

Conditional Uses - CAB District	
Retail Sales, Service, Entertainment	
Arts studio, gallery, instruction	Recreation facility – outdoor
Country club	Restaurant with bar
Club, public or private	Restaurant without bar
Day care center	Restaurant with drive-thru
Financial or lending institution	Retail sales or service
Funeral home	Television or other production studio
Laundry, dry cleaning	Temporary festival or special event
Personal service	Theater (live or cinema)
Recreation facility - indoor	
General Business	
Ambulance or emergency service	Office, professional or real estate
Artisanal	Radio, television, etc. broadcasting
Business, vocational school	Service or repair (except automobile)
Medical or dental office, clinic	Veterinary office, clinic
	Wholesale trade
Light Industrial	
Construction contractor	Recycling - small collection facility
Electrical substation	Research and development
Equipment or machinery sales, leasing, repair	Storage and distribution
Laboratory - medical, analytical	Water supply facility
Manufacturing/processing - medium	Wireless transmitter
Manufacturing/processing - light	
Residential	
Townhouse	Personal care home
MF 4 units or fewer	Home occupation
MF 5 units or more	
Lodging	
Hotel, Motel, Extended Stay	
College/University	Public park or recreation
Outdoor recreation, nonprofit	Place of worship
Police or fire station	Public utilities, minor
	School, public or private

20.3 All development in the CAB district must meet the following standards:

A. Must be compatible with the Alexander City Community Plan
B. Must be compatible with the topography of the land.
C. Shall preserve any sensitive, unusual, or significant topographic, natural or historic features
D. Development shall conform to the guidelines set forth hereon. The Planning Commission shall not approve a development proposal that does not align with these guidelines.

20.4 Development Guidelines. All development in the CAB district shall conform to the following guidelines:

CAB District Site/Building Standards	
Lot Dimensions	
Minimum Lot Area	7,500 sf
Minimum Lot Width	75′
Building Setbacks	
Primary Street	10′
Side Street	5′
Side, Interior	10′
Rear	10′
Rear, abutting protected area	30′
Building Height	
Max (feet/stories)	35′/3
Parking Setbacks/Requirements	
Primary street (min)	10′
Side street (min)	10′
Side, interior (min)*	0′ or 5′
Rear (min)*	0′ or 5′
Abutting protected area (min)*	10′

*If cross-access is provided, parking shall not have a setback where it abuts the adjoining property with cross-access.

B. Building standards. Buildings shall be faced with masonry materials and shall provide an interesting and architectural façade. If on a corner lot, both street facing facades shall be faced with masonry materials.

C. Landscaping standards for parking areas. Parking areas shall be landscaped according to the following table:

Landscaping for Parking Areas	
Primary street buffer strip (min)	5′
Side street buffer strip (min)	5′
Side interior (min)*	5′
Rear (min)*	5′
Abutting protected area (min)	10′
Distance between trees in buffers (max)	50′
Max # of spaces between landscape islands	10

20.5 Development approval process. In order to gain approval for development in the CAB District, an applicant shall submit a CAB Development Application to the Planning Department.

A complete application shall include the following:

1. Site plan scaled to not less than 1:100 showing all propose improvements to include buildings, landscaping, paving, parking, sidewalks, open spaces, signs, etc. as well as all information required by the Alexander City Subdivision Regulations for preliminary plat.
2. Representative drawings of proposed structures including elevations of each facade, material call-outs, landscaping, etc.
3. Representative drawings of all proposed signage.
4. Proposed uses and /or tenants for each structure or part of a structure.
5. Evidence of ownership or control of the tract proposed for development.
6. Names and addresses of persons/firms/partnerships/ corporations
7. A fee which shall be in accordance with the schedule of fees establish the Planning Department.

B. Upon receipt of a complete application for approval, the Planning Commission shall conduct a public hearing within 15 days of the receipt of the application.

Section 21- LS Lee Street Overlay District

21.1 Intent. The intent of the lee Street overlay development approval process is to facilitate the development of land in a manner that conforms to City plans (including the Alexander City Community Plan) but also provides flexibility on the development of properties fronting Lee Street, promoting high standards in layout and construction and ensuring development is harmonious with existing topographical and historic features and surrounding land use. As Lee Street is the primary gateway to the City of Alexander City, development along should reflect the City's character and be constructed of high quality materials with quality design.

21.2 Permitted Uses. The permitted uses shall be those of the underlying zoning district.

21.3 All development in the LS district must meet the following standards:

A. Must be compatible with the Alexander City Community Plan;
B. Must be compatible with the topography of the land;
C. Shall preserve any sensitive, unusual, or significant topographic, Natural, or historic features; and
D. Development shall conform to the guidelines set forth herein. The Planning Commission shall not approve a development proposal that does not align with these guidelines.

21.4 Dimensional Requirements. Dimensional requirements shall be the same as in the underlying zoning district.

21.5 Building Materials. Building facades (any side of the building facing an adjacent street) shall be constructed using masonry materials such as brick, stucco, stone, or other masonry material as approved by the Planning Commission. Sides of the building not facing a street may be constructed utilizing other materials.

21-6 Landscaping standards for parking areas. Parking areas shall be landscaped According to the following table:

Landscaping for Parking Areas	
Primary street buffer strip (min)	5′
Side street buffer strip (min)	5′
Side interior (min)*	5′
Rear (min)*	5′
Abutting protected area (min)	10′
Distance between trees in buffers (max)	50′
Max # of spaces between landscape islands	10

21-7 Signage requirements. The allowed area of permitted signage are regulated by the requirements of the underlying zoning district shall be monument style, Constructed of masonry materials, and is limited to ten (10) feet in height.

21-8 Development approval process. In order to gain approval for development in the CAB District, an applicant shall submit an LS Development Application to the Planning Department.

A. A complete application shall include the following:

1. Site plan scaled to not less than 1:100 showing all proposed improvements to include buildings, landscaping, paving, parking, sidewalks, open spaces, signs, etc. as well as all information required by the Alexander City Subdivision Regulations for a preliminary plat.
2. Representative drawings of proposed structures including elevations of each façade, material call-outs, landscaping, etc.
3. Representative drawings of all proposed signage.
4. Proposed uses and/or tenants for each structure or part of a structure.
5. Evidence of ownership or control of the tract proposed for development.
6. Names and addresses of persons/firms/partnerships/corporations showing a financial interest in the project.
7. A fee, which shall be in accordance with the schedule of fees established the Planning Department.

B. Upon receipt of a complete application for approval, the Planning Commission shall conduct a public hearing within 15 days of the receipt of the application.

RESOLUTION NO. 16-57-A

WHEREAS, the City Council of the City of Alexander City, Alabama, did call for a public hearing on May 19,2016, per Resolution No. 16-50, and

WHEREAS, the time frame on Resolution No. 16-50 did not allow enough time as required by State Law after completion of said amendments to publish this amendment to the Zoning Ordinance and hold Public Hearing on May 19, 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Resolution No. 16-50 be and hereby rescinded.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on June 6, 2016, at 5:30 p m to hear public comment on the proposed amendments to the Zoning Ordinance .

ADOPTED this 2nd day of May, 2016.

James D. Shaw
President of the City Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harold C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-57-A which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 2nd day of May , 2016..

Harold C Scott

As City Clerk
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-58 A

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

SECTION 1. That the City Council of the City of Alexander City, Alabama, proposed to consider the adoption of the following EDITION of the respective Code:

THE INTERNATIONAL PROPERTY MAINTENANCE CODE 2012 EDITION, PREPARED BY THE INTERNATIONAL CODE COUNCIL, INC.

Hereinafter designated as the official. 7 PROPERTY MAINTENANCE CODE Of the City of Alexander City, Alabama, pursuant to the provisions of Title 11, Section 45.8 of the Code of Alabama 1975, as amended and will hold a Public Hearing thereon at a regular session of the City Council to be held on the 6th of June, 2016, at 5:30 p m, at which time all interested persons are invited to attend and express themselves upon this subject.

SECTION 2. Three (3) copies of said proposed Code shall be filed in the office of the City Clerk on or before the May 10, 2016, for the use and examination by the public from that date through the 3rd day of June, 2016.

SECTION 3. That the City Clerk of the City of Alexander City, Alabama, be and is hereby authorized, empowered and directed to cause (15) days notice to be given of the time, place and purpose of the Public Hearing provided for in Section 1 above, by the publication of the Resolution once a week for two (2) consecutive weeks in the Alexander City Outlook, a newspaper of general circulation shall be made on or before the 30th of May, 2016.

The City Clerk is further directed to cause this certificate to be attached to the record of this Resolution, stating the time and manner in which the publication of the Resolution was affected.

ADOPTED this 2nd day of May, 2016

James D. Shaw
President of the Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

RESOLUTION NO. 16-58 A

PAGE NO. 2

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, , Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-58 A which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2016 ..

Harold C. Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

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RESOLUTION NO. 16-59

WHEREAS, the City of Alexander City, Alabama, is two (2) years behind (2013/2014 and 2014/2015) in its audits, and

WHEREAS, the City's cash accounts have not been reconciled for over two (2) years, and

WHEREAS, it has been recommended that the City engage the services of an accountant to close the 2013/2014 and 2014/2015 Financial Books, and

WHEREAS, the accounting firm of Brantley, Boucher and Farr have offered to close the accounting records and bank reconciliations, for the last two (2) years, and

WHEREAS, the Mayor and Council have reviewed the letter of understating and feel that this is reasonable and are in agreement that it can begin at once, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Council President be and is hereby authorized to execute a letter of understanding with Brantley, Boucher, and Farr Group, P. C. of Opelika, Alabama, to provide assistance with accounting services as needed by the City.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the funding for this assistance come from the salary portion of the assistant accountant's budget.

ADOPTED this 2nd day of May, 2016..

James D. Shaw
President of the City Council

APPROVED this 2nd day of May, 2016..

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

RESOLUTION NO. 16-59

PAGE NO. _____

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-59 which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 2nd day of May, 2016.

SEAL

Hannah C. Scott
As City Clerk
City of Alexander City,
Alabama

RESOLUTION NO. 16-60

WHEREAS, the City of Alexander City, Alabama, has a lab that is ADEM certificated to perform analysis of drinking water for the City and neighboring towns, and

WHEREAS, the cost of being certified by ADEM has risen along with the Steri-Cycle/Disposal fees and supplies and time required labor to perform said test and E-Filing of drinking water analysis results, and

WHEREAS, the Superintendent of Sugar Creek Waste Water Treatment Plant where the lab is located stated this is a service that is required by law and needed to be changed from $15.00 to $25.00 per test to cover the increase in providing this service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama that the fee for water testing service be and is hereby increased from $15.00 to $25.00 per test beginning June 1, 2016.

ADOPTED this 2nd day of May, 2016

James D. Shaw
President of the Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hazel C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, , Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-60 which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2016..

Hazel C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-61

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a contract with the Alabama Bass Federation Inc. Qualifying Tournament scheduled for Lake Martin on March 30, 2017 and April 1, 2017.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the sponsorship fee and host city deliverables will be included the 2016/2017 Budget.

ADOPTED this 2nd day of May, 2016.

James D. Lyons

President of the City Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.

Mayor

ATTEST:

Harriett C Scott

City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-61 which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2016

Harriett C Scott

SEAL

As City Clerk of the
City of Alexander City,
Alabama

RESOLUTION NO. 16-61

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a contract with the Alabama Bass Federation Inc. Qualifying Tournament scheduled for Lake Martin on March 30, 2017 and April 1, 2017.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the sponsorship fee and host city deliverables will be included the 2016/2017 Budget.

ADOPTED this 2nd day of May, 2016.

James D. Lyons

President of the City Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.

Mayor

ATTEST:

Hannah C Scott

City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-61 which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2016

Hannah C Scott

S E A L

As City Clerk of the
City of Alexander City,
Alabama

CONFIDENTIAL AGREEMENT

This agreement is entered into by and between **Alexander City, Alabama,** (herein referred to as the **Host**), and the **Alabama Bass Federation Inc.** (herein referred to as **Federation**).

Whereas; The **Federation** is the promoter, manager and owner of all rights to a bass fishing contest designated as the **Alabama Bass Federation Inc. Qualifying Tournament;** and

Whereas; **Host**, expects to derive promotional value from its participation in the tournament via direct, print, and electronic media; and

Whereas; The **Federation** desires to headquarter and conduct the tournament in/at Lake, Martin, Wind Creek State Park and;

Whereas; The **Federation** through its events, has direct influence on the tourism industry via attendees, tournament participants and families, and sponsors; and

Whereas; The **Host** desires to promote tourism to Alexander City / Lake Martin and to take advantage of the benefits offered by the tournament.

THEREFORE, The parties agree as follows:

1. The **Federation** agrees to hold a **2017 Season Alabama Bass Federation, Inc., Qualifying Tournament on Lake Martin, Alexander City, AL, Dates: 30 March – 1 April, 2017** (official practice days 30-31 March and tournament day 1 April) with headquarters in the same.

2. The **Host** agrees to pay the Alabama Bass Federation Inc. **$ 1,500.00** in direct cash contributions and agrees to provide in-kind services as follows:

    a. The use, set-up and cleaning of a meeting location on Friday night, 31 March, 2017 from 6:30 P.M. until 7:30 P.M. for the conduct of pairings, and tournament information

    b. Provide two (3) complimentary motel rooms for the staff of the Alabama Bass Federation Inc. and/or tournament officials Thursday – Saturday 30 March - 1 April, 2017 at the headquarters motel.

    c. Will promote the event through pre-tournament advertisement as necessary to accomplish their tourism objectives and local attendance.

3. The **Federation** has no right to cancellation except for causes below;

CONFIDENTIAL AGREEMENT

If the staging of the event or program shall be prevented or cancelled due to an act of God, inevitable accident, strike or labor dispute, fire, riot or civil disturbance, government action or decree, or for any reason beyond either parties control, then neither you nor we shall be obligated in any manner to the other in respect to the event. However, in the event that this event shall be postponed or delayed, then we shall have the right to reschedule the event date in accordance with the terms here in.

4. The **Host** understands that the **Federation** will have complete control of the tournament's operation, functions, and governing policies. It is further understood that the **Federation** will conduct the tournament in compliance with national, state, county, and local governing laws.

In return for agreeing to the above, the **Federation** agrees to provide complete recognition to the **Host** area with editorial coverage in tournament news releases and state and local publications within its control.

Alexander City and the **Alabama Bass Federation Inc.** are independent contracting parties and nothing contained in the agreement shall be deemed to create a partnership, joint venture or agency relationship between them.

This agreement constitutes the entire agreement between the parties and no change or modification thereof can be made except by the parties hereto and approved in the manner as this agreement is signed and approved.

IN WITNESS HEREOF, the parties have caused the signature of the appropriate officers for each of them to be affixed hereto on the date below.

_____	**Alabama Bass Federation, Inc.**
Alexander City	
Accepted by:	Accepted by:
Charles R. Shaw, Sr.	James P Sparrow
Date: May 2, 2016	Date: 20 April 2016

RESOLUTION 16-62

WHEREAS, the new owner of the Old Russell Sales Office, property, 20.356, LLC., will be needing a new source of electrical power to that site, and

WHEREAS, the old source of electrical power has been relocated to a new area following the construction of some new soccer fields on property adjacent to said Old Russell Sales Office, and

WHEREAS, both the old and the new power line source comes across property owned by the City of Alexander City, Alabama, and the new site will need an easement described as follows:

Said easement consist of a parcel of land 10 feet either side of the centerline of the existing centerline of the Alabama Power Company existing power line crossing Alexander City property identified by the Tallapoosa County Revenue Commissioner Office as Parcel # 62-05-08-33-4-001-001.003 for said power line serving what is known as the Russell Sales Office identified by the Tallapoosa County Revenue Commission Office as Parcel # 62-12-02-04-1-001-001.000

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorize to execute an agreement to grant an electrical power line easement to 20.356, LLC.

ADOPTED this 2nd day of May, 2016.

James D. Shaw
President of the City Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hazel C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-62 which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2016.

Hazel C Scott
As City Clerk of the
City of Alexander
City, Alabama

SEAL

CITY
PROPERTY
62-05-08-33-4-001-001.003
EASEMENT FROM THE CITY OF ALEXANDER CITY FOR THIS PORTION OF THE POWER LINE
Old Russell Easement
New 20.356 LLC Easement
New 20.356 LLC Easement
62-12-02-04-1-001-001.000
SALES OFFICE
Parcel 29
GUEST HOUSE
SUGAR CREEK
APARTMENTS
PARKING
APC PRIMARY METER
FIRE PUMP
SW NC
OVERHEAD POWER
UNDERGROUND POWER
WATER BOX
CITY

EXHIBIT A

RESOLUTION NO. 16-63

WHEREAS, the City of Alexander City, Alabama, did make application to the Alabama Department of Transportation (ALDOT) for Industrial Access Road and Bridge Fund (IAR) for funds to extend Central Boulevard through the old Russell Corporation Campus, and

WHEREAS, ALDOT has agreed to provide funding in the amount of $565,200 for preliminary engineering, right-of-way acquisition, and construction program for Project IAR-062-000-008, Project Reference Number 100060000 for industrial access road improvements to include the extension of Central Blvd. from Joseph Street intersection through Garage Street intersection and terminating at the intersection of Russell Road to benefit Korens, LLC Automotive, Aprinta, LLC., and CES Industries-Cardholder and Holdridge Industrial-Marine.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Agreement with ALDOT for IAR funds to extend said Central Blvd.

ADOPTED this 2nd day of May, 2016.

James D. Lamar
President of the City Council

APPROVED this 2nd day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-63 which was duly adopted by the City Council on this 2nd day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of May, 2016.

Harriett C Scott
As City Clerk of the
City of Alexander
City, Alabama

SEAL

ALABAMA DEPARTMENT OF TRANSPORTATION

FOURTH DIVISION
OFFICE OF THE DIVISION ENGINEER
County Transportation Section
P.O. BOX 1179
ALEXANDER CITY, ALABAMA 35011-1179
Telephone: (256) 234-4265 OR (800) 952-5631
Fax: (256) 234-3474

Robert Bentley
Governor

John R. Cooper
Transportation Director

April 20, 2016

The Honorable Charles Shaw
Mayor of the City of Alexander City
P.O. Box 552
Alexander City, Alabama 35011-0552

RE: Project IAR-062-000-008
Industrial Access Road Improvements to include the Extension of Central Boulevard from Joseph Street through the Intersection of Garage Street to the Intersection of Russell Road to Benefit Korens, LLC Automotive, Aprinta, LLC Printing, CES Industries-Cardboard and Holdridge Industrial-Marine
In the City of Alexander City
Tallapoosa County

Dear Mayor Shaw:

Attached is the original agreement (and one copy) between the Department of Transportation and the City of Alexander City for the referenced project for your approval.

After signatures, I respectfully request that you return the original document and the copy with original signatures to this office for further handling. A certified resolution affixed with the City seal which authorizes the Mayor (or other designee) to sign the agreement should be included with the original agreement as well as with the copy. Also, the City seal should be affixed to both signed agreements.

If applicable, the City may now begin to seek permission to select a consultant for construction engineering and inspection (CE&I) per ALDOT's *Consultant Selection Procedures*.

Thank you for your attention. Please call if you have questions or need further information.

Sincerely,

DeJarvis Leonard, P.E.
Division Engineer

By: _____
Ken Cush, P.E.
Alexander City Area County Transportation Engineer

KJC/RMT/vp
Attachment

cc: File

K-16-0864

AGREEMENT
FOR
PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION
AND
CONSTRUCTION

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

'16 APR 6 PM2:25

Project IAR-062-000-008
Project Reference Number 100060000
Industrial Access Road Improvements to include the Extension of Central Boulevard from Joseph Street Intersection through the Garage Street Intersection and Terminating at the Intersection of Russell Road to benefit Korens, LLC Automotive, Aprinta, LLC-Printing, and CES Industries-Cardboard and Holdridge Industrial-Marine in the City of Alexander City

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Alexander City, Alabama, hereinafter referred to as CITY; in cooperation with the Alabama Industrial Access Road and Bridge Corporation, hereinafter referred to as CORPORATION; and

WHEREAS, it is in the public interest for the STATE, and the CITY to participate in a highway improvement program in cooperation with the CORPORATION, and

WHEREAS, the STATE and CITY desire to cooperate in preliminary engineering, right-of-way acquisition, and construction program for industrial access improvements to include the extension of Central Boulevard from Joseph Street intersection through the Garage Street intersection and terminating at the intersection of Russell Road to benefit Korens, LLC Automotive, Aprinta, LLC-Printing, and CES Industries-Cardboard and Holdridge Industrial-Marine in the City of Alexander City, Alabama, and

WHEREAS, the described access road qualifies for funding under the legislation creating the Alabama Industrial Access Road and Bridge Corporation.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) The CITY will furnish all right-of-way for the above-noted improvement Project without cost to the STATE.

(2) The CITY will adjust and/or relocate all utilities on the Project without cost to the STATE.

(3) The CITY will make the survey, complete the plans, and furnish all preliminary engineering for the Project with CITY forces or by consultant without cost to the STATE. Completed original plans will be furnished to the STATE prior to the CITY letting the contract. The CITY shall follow the guidelines for operation for procedures for processing STATE and industrial access funded COUNTY and CITY Projects dated February 14, 2001. Said guidelines are attached hereto and made a part of this Agreement.

(4) The CITY will accomplish or cause the work to be accomplished in compliance with all applicable laws of the STATE and the CITY and applicable federal laws, regulations, and requirements.

(5) The CITY will furnish all construction engineering for the Project from CITY forces or by consultant as part of the cost of the Project.

(6) The CITY or CITY's consultant will furnish the necessary inspection and testing of materials when needed as part of the cost of the Project.

(7) The STATE will have general supervision of the Project by making periodic inspections and final acceptance of Project work and the cost therefore will be deemed a part of the Project cost.

(8) Invoices of the CITY for actual cost of work performed will be forwarded to the STATE as work progresses and the CITY will be paid the proportionate share of such cost in proportion to the STATE's prorated portion of total Project cost, to be paid with CORPORATION funds. Any work authorized before the execution of this agreement will not be eligible for reimbursement.

(9) The CITY will immediately cause all work on the Project to cease upon notification by the STATE that the Project work is not being accomplished in accordance with the plans and/or this Agreement. Financial participation by the STATE will be with CORPORATION funds limited to $565,200. The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Total Estimated CORPORATION Funds	Total Estimated CITY Funds
Construction (including engineering and inspection)	$565,200	$565,200	All Cost in Excess of
TOTAL	$565,200	$565,200	$565,200

It is understood the above is an estimate only and all Project cost in excess of $565,200 will be borne and paid by the CITY. In the event the Project work is not completed for any reason, the CITY will refund by payment to the STATE an amount of money equal to the full amount of funds previously paid by the STATE to the CITY.

(10) The East Central Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be point of contact for the CITY.

(11) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE.

(12) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

(13) It is clearly understood by both parties that the STATE does not commit any STATE funds beyond those CORPORATION funds mentioned herein.

(14) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit.

(15) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the CITY, its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

(16) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

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

(18) The Agreement may be terminated by the STATE at any time the State Director of Transportation determines that the owner of the proposed facilities will not locate or expand facilities as previously represented. Such termination will occur upon notice of termination from the Director of Transportation to the other party or parties to this Agreement by registered or certified mail, or by other actual notice by the Director to such party or parties. Upon termination, settlement will be made and paid only for such expenditures made prior to termination and which are found to be equitable and just by the Director of Transportation.

(19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(20) The approved allocation of funds for this Project will lapse if a contract has not been awarded for construction of the Project within twelve (12) months (March 8, 2016) of the date of the funding approval by the Board and the approved allocation will be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

(21) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(22) Exhibit N is attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

Harriett C Scott
City Clerk (Signature)

SIGN HERE

Harriett C. Scott
Type name of Clerk

CITY OF ALEXANDER CITY, ALABAMA

BY: Charles R. Shaw, Sr.
Mayor (Signature)

Charles R. Shaw, Sr.
Type name of Mayor

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: Jim Ippolito by T.T.
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

East Central Region Engineer, DeJarvis Leonard, P. E.

Multimodal Transportation Engineer,
Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ____ day of _____, 20 ____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Division and notification from the Division that advertisement for bids can be made, or, in the case of negotiated projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Division will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Division to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Division may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a negotiated project.

For negotiated projects, the Division will prepare a cost estimate following normal estimating procedures; then reduce each computer generated unit cost by 10%. This will be the amount used by the County/City on their estimate for reimbursement. In the case where a County/City is using an inplace annual bid, the County will furnish the Division a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Division the three lowest bids with their recommendation for award. The Division will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Division when the project is complete and the Division will perform a final ride-through to determine whether the project was completed in substantial compliance with the original final plans. Final acceptance will be made by the Division with a copy of the letter furnished to the Bureau of County Transportation.

All required test reports, weight tickets, materials receipts, and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: John A. Conway
BUREAU CHIEF/DIVISION ENGINEER

APPROVAL: Ray D. Bacon
CHIEF ENGINEER

APPROVAL: [signature] 2/14/01
TRANSPORTATION DIRECTOR DATE

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation where appropriate by private mediators.

RESOLUTION NUMBER_____

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

1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

   Preliminary engineering, right-of-way acquisition, and construction program for Project IAR-062-000-008, Project Reference Number 100060000 for industrial access road improvements to include the extension of Central Boulevard from Joseph Street intersection through Garage Street intersection and terminating at the intersection of Russell Road to benefit Korens, LLC Automotive, Aprinta, LLC-Printing, and CES Industries-Cardboard and Holdridge Industrial-Marine in the City of Alexander City; which Agreement is before this Council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the Agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

Passed, adopted and approved this ____ day of _____, 20 ____.

ATTESTED:

_____ _____

City Clerk Mayor

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

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

_____

City Clerk

RESOLUTION NO. 16-64

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Denise Bates be and is hereby reappointed to the Alexander City Board of Education for a term of five (5) years ending May , 2021.

ADOPTED this 19th day of May, 2016.

James D. Lynn
President of the Council

APPROVED this 19th day of May, 2016.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-64 which was duly adopted by the City Council on the 19th day of May, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 19th day of May, 2016.

SEAL

Harriett C Scott
As City Clerk of the City
of Alexander City, Alabama

RESOLUTION NO. 16-65

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the following be and are hereby reappointed to the Adelia M Russell Library Board for a term as stated :

Sheralyn Belyeu	June, 2020
Madolyn Radney	June, 2020
Roslyn A. Weathers	June, 2020
Fred Norris	June,2020

ADOPTED this 19th day of May, 2016.

James R. Shaw
President of the Council

APPROVED this 19th day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersign as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-65 which was duly adopted by the City Council on the 19th day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 19th day of May , 2016.

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-66

WHEREAS, the City of Alexander City, Alabama, owns the 500,000 gallon checkerboard water storage tank located at 3345 Hwy-280, and

WHEREAS, Rural Cellular Corporation d/b/a Verizon Wireless and having an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ, 07920 currently has a contract to maintain and operate a communication facility at said water storage tank, and

WHEREAS, Rural Cellular Corporation, Inc. d/b/a Verizon Wireless will be replacing some of the equipment with newer equipment, and

WHEREAS, Alexander City will continue to charge Rural Cellular Corporation, Atlantic, Inc. d/b/a Verizon Wireless the fixed monthly lease agreement, and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an Amendment to the original WATER TOWER ATTACHMENT AGREEMENT, with Rural Cellular Atlantic, Inc. d/b/a Verizon Wireless, for the terms and amount specified in said Agreement.

BE IT FURTHER RESOLVED, that all terms and conditions of the remainder of said Agreement remain the same.

ADOPTED this 19th day of May, 2016.

James D. Spann
President of the City Council

APPROVED this 19th day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-66 which was duly adopted by the City Council on this 19th day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 19th day of May, 2016.

Harriett C Scott
As Clerk of the City
of Alexander City,
Alabama

SEAL

RESOLUTION NO. 04-106

WHEREAS, the City of Alexander City, Alabama, is interested in an endeavor with Unicel operating under the name of RCC Holding, Inc. a Minnesota corporation, related to the cellular telephone service in Alexander City, Alabama, and

WHEREAS, the City will allow them to erect antennas on top of the water storage tank located on U. S. Highway 280 commonly referred to as the Checkerboard Water Tank for an initial fee of $1,700 per month for the first five (5) years and then increasing by 10% per each additional five (5) year renewal period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an agreement with RCC Holding, Inc. for them to install cellular phone tower system on the water storage tank for an initial fee of $1,700.00 per month.

ADOPTED this 2nd day of August, 2004.

President of the Council

APPROVED this 2nd day of August, 2004.

Mayor

ATTEST:

City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 04-106 which was duly adopted by the Council on the 2nd day of August, 2004.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 2nd day of August, 2004.

As Clerk of the
City of Alexander City,
Alabama

S E A L

Tenant Site Name: DT Alexander City
Tenant Contract #: 45993

FIRST AMENDMENT TO WATER TOWER ATTACHMENT AGREEMENT

This First Amendment to Water Tower Attachment Agreement ("First Amendment") is made this 19 day of May, 2016 between **The City of Alexander City, Alabama** ("Owner"), and **Rural Cellular Corporation, a Minnesota corporation, d/b/a Verizon Wireless**, with a principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 ("Tenant").

WHEREAS, Owner and RCC Holding, Inc. entered into that certain Water Tower Attachment Agreement dated August 2, 2004 (the "Agreement") for which RCC leases a portion of the site located at 3432 US Hwy 280, Alexander City, Alabama 35010; and

WHEREAS, RCC Holdings, Inc. merged with and into RCC Atlantic, Inc. a Minnesota corporation effective January 1, 2006; and

WHEREAS, RCC Atlantic, Inc, merged with and into Tenant effective December, 31, 2010; and

WHEREAS, Owner and Tenant desire to amend the Agreement to extend the Term.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby Owner and Tenant agree to the following.

WITNESSETH

1. Exhibit **C** of the Agreement is hereby deleted in its entirety and is hereby replaced with Exhibit **C-1**, attached hereto.

2. Paragraph 18 of the Agreement is amended to revise Tenant's notice address as follows:

If to Tenant:
Rural Cellular Corporation
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

3. Except as specifically revised or amended hereby, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Sixth Amendment and the terms of the Agreement, the terms of this Sixth Amendment shall control.

4. Capitalized terms contained herein, unless otherwise defined herein, are intended to have the same meaning and effect as defined in the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

OWNER:

The City of Alexander City, Alabama

Harriett C. Scott
Witness Harriett C. Scott
City Clerk

By: Charles R. Shaw Sr.

Name: Charles R. Shaw Sr.

Title: Mayor

Execution Date: May 31, 2016

RCC:

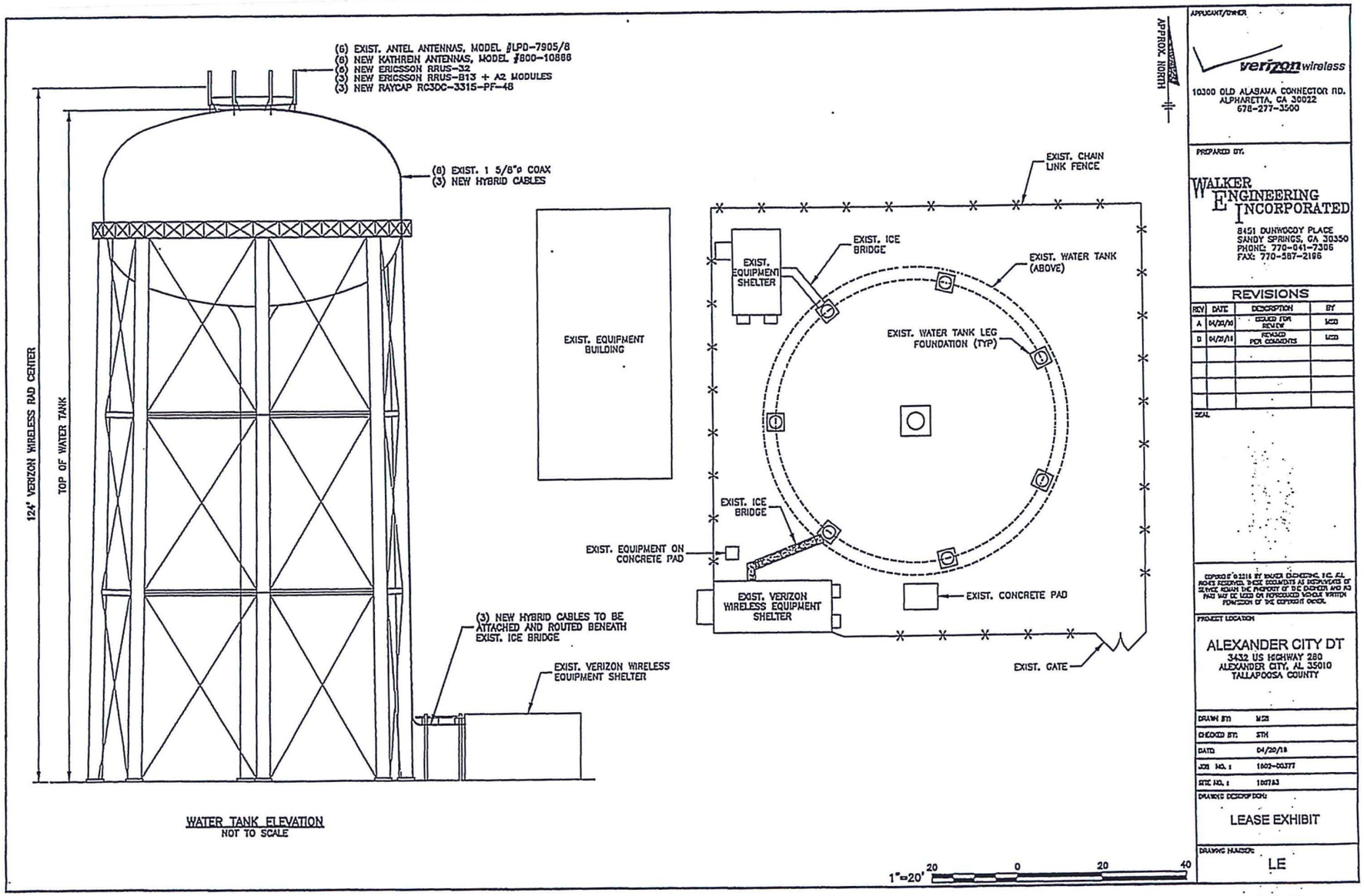
Rural Cellular Corporation
d/b/a Verizon Wireless

_____
Witness

By: _____

Name: Jim Blake
Title: Director - Network Field Engineering

Execution Date: _____



APPLICANT/OWNER

verizonwireless

10300 OLD ALABAMA CONNECTOR RD.
ALPHARETTA, GA 30022
678-277-3500

PREPARED BY:

WALKER ENGINEERING INCORPORATED
8451 DUNWOODY PLACE
SANDY SPRINGS, GA 30350
PHONE: 770-641-7306
FAX: 770-587-2196

REVISIONS

REV	DATE	DESCRIPTION	BY
A	04/23/18	ISSUED FOR REVIEW	MCB
B	04/25/18	REVISED PER COMMENTS	MCB

SEAL

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PROJECT LOCATION

ALEXANDER CITY DT
3432 US HIGHWAY 280
ALEXANDER CITY, AL 35010
TALLAPOOSA COUNTY

DRAWN BY:	MCB
CHECKED BY:	STH
DATE:	04/20/18
JDE NO.:	1602-00377
SITE NO.:	100783

DRAWING DESCRIPTION:

LEASE EXHIBIT

DRAWING NUMBER:

LE

EXHIBIT C-1

(See Below and Attached)

EQUIPMENT

1. ANTENNA(S):

Make:	Antel	Kathrein
Model:	LPD-7905/B	800-10866
Number:	6	6

2. MICROWAVE(S): N/A

3. REMOTE RADIO HEADS:

Make:	Ericsson	Ericsson
Model:	RRUS B13 + A2	RRUS 32
Number:	3	6

4. SURGE PROTECTION:

Make:	Raycap
Model:	RC3DC-3315-PF-48
Number:	3

5. TRANSMISSION LINE(S):

Make:	Andrew	Andrew
Size:	1 5/8" coax	1 5/8" Hybrid Fiber Cables
Number:	6	3

6. GPS EQUIPMENT: On Shelter

7. ANTENNA MOUNTING:

Height on Tower: Antennas and related equipment: 124'

RESOLUTION 16-67

WHEREAS, the T.C. Russell Field Airport has made numerous improvements to its facilities in recent years, including the construction of a new hangar development area and connecting taxiway, and

WHEREAS, the Alabama Department of Transportation (ALDOT), Aeronautic Bureau, has a grant program that will provide 50% funding to eligible airports in Alabama for the construction of new t-hangars, and

WHEREAS, Alexander City would like to take advantage of the opportunity to construct 6 to 10 new t-hangars, depending on cost, with the financial assistance of the ALDOT, Aeronautics Bureau.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City that the City will make an application to the ALDOT, Aeronautics Bureau, for a 50% matching grant and said City has budgeted an amount not to exceed $250,000 as its matching share.

ADOPTED this 19th day of May, 2016.

James D. Spann
President of the City Council

APPROVED this 19th day of May, 2016.

Charles R. Shaw Sr.
Mayor

ATTEST:

Hanett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-67 which was duly adopted by the City Council on this 19th day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 19th day of May, 2016.

Hanett C Scott
As Clerk of the City
of Alexander City,
Alabama

S E A L

RESOLUTION NO. 16-68

WHEREAS, the following bids for aviation fuels for the T. C. Russell Airport as per Requisition No. 16-05 were received, opened, read, and listed in the office of the City Clerk on Tuesday, April 12, 2016, at 2:00 p m for a period of thirty-six (36) months:

BIDDER		BID	
		Item 1	Item 2
Eastern Aviation New Bern, NC		.04	.04
Ascent Aviation Parrish, N Y		1.53278	2.74957
Perry Brother Americus, GA	plus freight	.03 .058	..03 .121

and

WHEREAS, it has been determined by the Airport Manager and Purchasing Agent that Eastern Aviation Fuels submitted the lowest responsible bid meeting the required specifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Council of the City of Alexander City, Alabama, that the contract for purchase of aviation fuels as per Requisition No.16-05 be and is hereby awarded to Eastern Aviation of New Bern, N C for a period of thirty-six months.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute any and all documents in connection with this bid.

ADOPTED this 19th day of May, 2016.

James D Shaw
President of the Council

APPROVED this 19th day of May, 2016.

Charles R. Shaw, Sr
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersign as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-68 which was duly adopted by the City Council on the 19th day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 19th day of May , 2016.

Hannah C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

May 4, 2016

To Mayor & City Council

Re Results of Bid 16-05, Aviation Fuels

1. A review of Bid 16-05 was conducted by the undersigned. This bid is for a period of 36 months, with an option to extend for a second 36 month period with the same pricing, terms and conditions. The start date of the contract is June 1st, 2016.

2. Results of that review are attached.

3. It was determined that Eastern Aviation Fuels, Inc. submitted the lowest responsible and responsive bid, therefore recommend Eastern Aviation Fuels, Inc be awarded the bid and the Mayor be authorized to sign any contract or documents in connection with this bid.

Mike Smith
Airport Manager

Miles Hamlett
Purchasing Agent

	Co-Op Funds Provided (per 1,000 gallons)	Total Annual Co-Op Funds Provided (Est. 125,000 gallons)	Estimated Filter Cost	Estimated Labor Cost to Replace Filters	Total Filter Maintenance Cost	Monthly Fuel Truck Lease Cost	Total Annual Leasing Amount (Monthly Cost x 12)	Fuel Truck Optional Rate Lease Per Gallon	Optional Purchase Amount of Fuel Truck After 36 Month Lease	Jet A Markup	Jet A Price Per Gallon Delivered	Jet A Annual Cost (Estimated 75,000 Gallons)	Vender Markup Av Gas 100LL	AV Gas Price Per Gallon Delivered	AV Gas Annual Cost (Estimated 50,000 Gallons)	Total Annual Cost
Eastern Aviation Fuels	$ 0.005	$ 0.625	$ 1,400.00	$ -	$ 1,400.00	$400.00*	$ 4,000.00	$ 0.070	$ 20,000.00	$ 0.04	$ 1.52433	$ 114,324.75	$ 0.04	$2.58904	$ 129,452.00	**$ 249,176.75**
Ascent Aviation Group Inc	$ 5.000	$ 625.000	$ 1,800.00	$ 1,000.00	$ 2,800.00	$ 1,500.00	$ 18,000.00	$ 0.144	N/A	$ 0.03	$ 1.53278	$ 114,958.50	$ 0.05	$2.74957	$ 137,478.50	**$ 273,237.00**
Perry Brothers Aviation Fuels LLC	$ 5.000	$ 625.000	$ 1,200.00	$ 1,020.00	$ 2,220.00	$ 950.00	$ 11,400.00	N/A	$ 65,000.00	$ 0.03	$ 1.49748	$ 112,311.00	$ 0.03	$2.80211	$ 140,105.50	**$ 266,036.50**
* Existing Truck will be provided at no cost for the first 6 months of lease																

RESOLUTION NO. 16-69

WHEREAS, the City Council of the City of Alexander City, Alabama, did bid Requisition No. 16-06, for ACRIP Street Striping, was opened on April 26, 2016. It was discovered that there was a clerical error in regards to dates specified within the bid packs. There was a second bid opening date of May 3, 2016, listed in the bid specification section. There was also an additional bid opening on April 26, 2016, and prior to the second date listed of May 3, 2016, and

WHEREAS, the Purchasing Agent requested that Resolution No. 16-58 awarding the bid for Requisition No. 16-06 be rescinded and that Requisition No.16-06 be rebid, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Resolution No. 16-58 awarding the bid for Street Striping, be and is hereby rescinded.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Purchasing Agent be and is hereby authorized to re-bid this Street Striping under corrected Requisition No. 16-06A.

ADOPTED this 19th day of May, 2016.

Jane D. Spann
President of the City Council

APPROVED this 19th day of May, 2016

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-69 which was duly adopted by the City Council on this 19th day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 19th day of May, 2016.

Harriett C. Scott
As City Clerk of the City
of Alexander City, Alabama

SEAL

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

May 17, 2016

To Mayor & City Council

Re Request to Rescind Bid 16-06, Due to Clerical Error

1. The bid 16-06, ACRIP Street Striping, was opened on April 26th, 2016. It was discovered that there was a clerical mistake in regards to the dates specified within the bid packs. There was a second bid opening date of May 3rd, 2016 listed in the bid specification section. There was also an additional bid received after the initial bid opening on April 26th, 2016 and prior to the second date listed of May 3rd, 2106.

2. Therefore, in the best interest of the City of Alexander City, Alabama and in order to promote an open and fair competition for all contractors, it is hereby requested that Bid Requisition 16-06 be rescinded and re-bid as Requisition 16-06A with all clerical errors resolved.

Miles P Hamlett
Purchasing Agent

RESOLUTION NO. 16-70

WHEREAS, the Purchasing Agent presented to the City Council of the City of Alexander City, Alabama, a request to purchase a fuel management system, and

WHEREAS, the present system has experienced ongoing maintenance issues and will no longer be supported for parts and service repairs by the manufacture, and

WHEREAS, it has been determined that it would be beneficial to the City to purchase said fuel management system along with a bulk diesel exhaust fluid (DEF) storage and dispenser to be located at the fuel pumps, and

WHEREAS, the Purchasing Agent obtained quotes for a K800 Fuel Control System and BENCORE Custom DEF Enclosure as follows:

OPW K800 Fuel Control System

Summit Sales and Service Birmingham, AL	11,535.00
Estes Equipment Company Birmingham, AL	15,355.00

BENCORE Custom DEF Enclosure

Summit Sales and Service Birmingham, AL	17,200.00
Estes Equipment Company Birmingham, AL	36,000.00

Miscellaneous Expenses

Concrete Pad, Conduit,
Power and Communication Wires,
and Coding of Fuel Keys

and

WHEREAS, it has been determined by the Purchasing Agent that Summit Sales and Service submitted the lowest quote for both the OPW K800 Fuel Control System and BENCORE Custom DEF Enclosure ,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that quote be and is hereby awarded to Summit Sales and Service for a total amount of $32,000.00 including the miscellaneous expenses.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Capital Budget be and is hereby amended for the Purchasing Department in an amount not to exceed $32,000.00.

ADOPTED this 19th day of May, 2016.

James D. Sparrow
President of the City Council

APPROVED this 19th day of May, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-70 which was duly adopted by the City Council on this 19th day of May, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 19th day of May, 2016.

Harriett C Scott
As City Clerk of the City
of Alexander City, Alabama

SEAL

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

May 12, 2016

To Mayor & City Council

Re Request Budget Amendment

1. The Purchasing department's fuel management system has experienced ongoing maintenance issues and will no longer be supported for parts and service repairs by the manufacture; it has been determined to require replacing.

2. It has also been determined that there is a need for a bulk diesel exhaust fluid (DEF) storage and dispenser to be located at the fuel pumps. This would allow the city to save approximately four dollars per gallon and enable the departments' access to DEF afterhours. Currently, all DEF is stored in 2.5 gallon containers located inside the Purchasing Warehouse, and if a vehicle runs out of DEF and continues to operate it causes the vehicles to shutdown. These vehicles must then be returned to the dealership and undergo expensive repairs. In addition, all future diesel vehicles will be required to operate with DEF, and as current vehicles are replaced the demand for DEF will increase.

3. Two quotes were obtained for a OPW K800 Fuel Control System and BENCORE Custom DEF Enclosure, as follows:

OPW K800 Fuel Control System	
Summit Sales and Service Birmingham, AL	$ 11,535.00
Estes Equipment Company Birmingham, AL	$ 15,355.00

BENCORE Custom DEF Enclosure Summit Sales and Service Birmingham, AL	$ 17,200.00
Estes Equipment Company Birmingham, AL	$ 36,990.00
Miscellaneous Expenses Concrete Pad, Conduit, Power and Communication Wires, and Coding of Fuel Keys	$ 3,265.00

4. Request the 2016 budget be amended in the amount of $ 32,000.00 for the purpose of purchasing a fuel control system and DEF tank and dispenser.

Miles P Hamlett
Purchasing Agent

RESOLUTION NO. 16-71

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama, to affect the zoning changes described below. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on July 5, 2016, public comment on the proposed rezoning of certain property at the request of the Sederick Smith, for property located at 156 10th Street West as described:

To rezone the zoning from B-1 (Neighborhood Business) to B-2 (General Business) (with all restriction and limitations as provided by the Planning Commission), the following to wit:

PARCEL NO: 62 05 08 28 3 003 040.000

ADOPTED this 6th day of June, 2016.

James D. Shaw
President of the City Council

APPROVED this 6th day of June, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-71 which was duly adopted by the City Council on this 6th day of June, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 6th day of June, 2016.

Harriett C. Scott
As Clerk of the
City of Alexander City,
Alabama

Planning Commission Resolution

Be it resolved by the Planning Commission of the City of Alexander City, Alabama in a meeting held **Monday, May 9, 2016,** after having carefully considered Appeal Case **#2016-5** filed by **Sederick Smith** wherein has requested an amendment to the Zoning Ordinance of the City of Alexander City, Alabama, so as to rezone the following described property located at in the following described manner:

To rezone the zoning from B-1 (Neighborhood Business) to B-2 (General Business) (with all restrictions and limitations as provided by the Planning Commission), the following to wit:

Parcel No: **62 05 08 28 3 003 040.000**

Property Location: **156 10th Street West**
Alexander City, AL 35010

Whereas all opinions to the rezoning were carefully considered:
It is therefore the decision of the Planning Commission that Appeal Case **#2016-5** as set out and described above, **be granted,** and this Planning Commission recommends that the Mayor and City Council approve the plan as such in Resolution and the Secretary of said Planning Commission is hereby instructed to transmit a copy of the Resolution to the Mayor and Council for their information and consideration.

Done this 9th day of May, 2016.

X _____

City of Alexander City
Chairman of Planning Commission

X _____

City of Alexander City
Secretary of Planning Commission

RESOLUTION NO. 16-72

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama, to affect the zoning changes described below. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on July 5, 2016, at 5:30 p m to hear public comment on the proposed initial zoning of certain property at the request of the City of Alexander City, Alabama, for property located on Comer Street as described :

To initially zone to I-1 (Light Industrial) (with all restriction and limitations As provided by the Planning Commission), the following to wit:

PARCEL NO. 62 05 08 34 1 102 035.000

ADOPTED this 6th day of June, 2016.

James D. Sparrow
President of the City Council

APPROVED this 6th day of June, 2016.

Charles R. Shaw Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, , Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-72 which was duly adopted by the City Council on this 6th day of June, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 6th day of June, 2016 ..

Harriett C. Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

Planning Commission Resolution

Be it resolved by the Planning Commission of the City of Alexander City, Alabama in a meeting held **Monday, May 9, 2016,** after having carefully considered Appeal Case **#2016-6** filed by **the City of Alexander City** wherein has requested an amendment to the Zoning Ordinance of the City of Alexander City, Alabama, so as to initially zone the following described property located at in the following described manner:

To initially zone to I-1 (Light Industrial) (with all restrictions and limitations as provided by the Planning Commission), the following to wit:

Parcel No: **62 05 08 34 1 102 035.000**

Property Location: **Parkdale Mills**
Comer Street
Alexander City, AL 35010

Whereas all opinions to the initial zoning request were carefully considered:
It is therefore the decision of the Planning Commission that Appeal Case **#2016-6** as set out and described above, **be granted,** and this Planning Commission recommends that the Mayor and City Council approve the plan as such in Resolution and the Secretary of said Planning Commission is hereby instructed to transmit a copy of the Resolution to the Mayor and Council for their information and consideration.

Done this 9th day of **May, 2016**.

X _____
City of Alexander City
Chairman of Planning Commission

X _____
City of Alexander City
Secretary of Planning Commission

RESOLUTION NO. 16-73

BE IT RESOLVED by the City Council of Alexander City, Alabama, proposes to adopt a resolution to declare a public nuisance due to weeds, underbrush and/or overgrown grass and order abatement of this public nuisance in accordance with Ordinance No. 2014-15 for the following properties:

1. 874 Johnson Street
2. 392 Halliana Road
3. 216 11th Ave
4. 184 Campground Road
5. 162 Parks Ave

The City Clerk is hereby instructed to give notice as required by Ordinance No. 2014-15, including publishing in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on July 5, 2016, at 5:30 p.m. to hear public comments and any objections by owner regarding declaring said properties a public nuisance and ordering their abatement.

ADOPTED this 6th day of June, 2016.

James D. Mann
President of the Council

APPROVED this 6th day of June, 2016.

Charles K. Shaw Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-73 which was duly adopted by the City Council on this 6th day of June, 2016.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 6th day of June, 2016.

Harriett C Scott
As City Clerk of the
City of Alexander City. Alabama

SEAL

RESOLUTION NO. 16-74

WHEREAS, the City of Alexander City, Alabama, has a need for parking space for its employees that work in City Hall and for the public in the downtown retail area; and

WHEREAS, the First Baptist Church of Alexander City, Alabama, is the owner of a parcel land described as Parcel No. 62-05-08-34-2-202-063.000 located at 64 Court Square, Alexander City, Tallapoosa County, Alabama, and

WHEREAS, the City of Alexander City, Alabama, is desirous of using as a Licensee, the above described parcel for the purpose of City employees parking and to increase the number of parking to increase the amount of parking in the downtown retail area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the First Baptist Church does hereby grant to the City of Alexander City, Alabama, the right to use the parcel of land described as Parcel #62-05-08-34-2-202-063.000 for parking for City Employees.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a License Agreement between the First Baptist Church of Alexander City, Alabama and the City of Alexander City and any other documents necessary to effectuate this resolution.

ADOPTED this 6th day of June, 2016.

Jane D. Dunn
President of the City Council

APPROVED this 6th day of June, 2016.

Charles R. Shaw Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-74 which was duly adopted by the City Council on this 6th day of June, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 6th day of June, 2016.

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

LICENSE AGREEMENT

by and between

FIRST BAPTIST CHURCH OF ALEXANDER CITY, ALABAMA
and
THE CITY OF ALEXANDER CITY

STATE OF ALABAMA)

TALLAPOOSA COUNTY)

WHEREAS, First Baptist Church of Alexander City, Alabama, a non-profit corporation (hereinafter "FBC") is the owner of a certain parcel of land described as: Parcel #62-05-08-34-2-202-063.000 located at 64 Court Square, Alexander City, Tallapoosa County, Alabama; and

WHEREAS, the City of Alexander City, Alabama, a municipal corporation (hereinafter "City"), is desirous of using as a Licensee, the above described parcel for the purpose of City employees parking to increase the amount of parking in the downtown retail area for the public;

NOW THEREFORE, FBC grants a license to the City to allow the use by the City for the sole purpose of City employee parking in the above described parcel pursuant to the following agreement and conditions:

1. FBC does hereby authorize the City a license to the right to use the parcel as described above for the sole purpose of City employee parking of vehicles.

2. The City agrees to grade and gravel said parcel at City's costs and to keep and maintain said parcel in a clean and attractive manner for use of City employee parking.

3. The City shall indemnify and hold harmless FBC from any and all acts or omissions of the City or its employees resulting in personal injury or death and/or damage to real or personal property during the terms of this license.

4. The City and FBC acknowledge that this Agreement is a license for a specific use which may be terminated at any time by FBC.

5. This License Agreement is not assignable by the City.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have set their hands this 6 day of June, 2016.

FIRST BAPTIST CHURCH OF ALEXANDER CITY, ALABAMA
a non-profit corporation
By Its Trustees:

Ed Meigs

James D. Nabors

Tom Lamberth

THE CITY OF ALEXANDER CITY, ALABAMA, a municipal corporation

By Charles R. Shaw, Sr.
CHARLES SHAW, SR., its Mayor

WITNESS:

ATTEST:

Harriett C. Scott
City Clerk
(SEAL)

RESOLUTION NO. 16-75

WHEREAS, the City of Alexander City, Alabama did enter into a Memorandum of Understanding with the Lake Martin Area Economic Development Alliance ("Alliance") and the Lake Martin Area Industrial Development Authority ("Authority") and Korens, Inc., ("Korens") on the 16th day of February, 2013, (See Ex. A & B attached), and

WHEREAS, the Authority and Korens did execute the Korens, Inc. Project Development Agreement Phase II on the 14th day of May, 2015 (Ex. C attached; and

WHEREAS, the City did not enter into an agreement simultaneously but the agreement sets out obligations of the City upon certain conditions to be met by Korens; and

WHEREAS, the City desires to formally acknowledge the Memorandum of Understanding and the subsequent Korens, Inc. Project Development Agreement Phase II,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama that the City does acknowledge the Project Development Agreement Phase II as set out in Exhibit C and ratifies the agreement and that the City will perform as stated therein upon conditions met by Korens as stated in the Project Development Agreement Phase II, and authorizes the Mayor to execute such documents necessary to effectuate this resolution.

ADOPTED this 6th day of June, 2016.

James D. Mann
President of the City Council

APPROVED this 6th day of June, 2016.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-75 which was duly adopted by the City Council on this 6th day of June, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 6th day of June, 2016.

Harriett C Scott
As Clerk of the City
of Alexander City,
Alabama

SEAL

KORENS, INC. PROJECT DEVELOPMENT AGREEMENT--PHASE II

This Agreement is hereby made and entered into on this the 14th day of May, 2015, by and between the **Lake Martin Industrial Development Authority (Authority)** and **Korens, Inc.**

RECITALS

WHEREAS, the Authority supports business and industrial development in the Lake Martin/Tallapoosa County, Alabama area, and

WHEREAS, the Authority wishes to provide incentives to promote economic development, specifically Korens, Inc., an industry planning to located in Alexander City, Alabama, and

WHEREAS, Korens has executed a *Project Development Agreement and Sales Contract* and anticipates Phase II once they reach their employment goal of 150-200 employees by the end of 2019 or at the time it is deemed that Korens has reached full capacity at said facility, and

WHEREAS, the Parties intend to aid and promote the interest of the Lake Martin/Tallapoosa County area wish to enter into this valid, binding and enforceable agreement to establish a working relationship among themselves.

AGREEMENT

NOW, THEREFORE, upon consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy is hereby acknowledged, the Parties agree as follows:

I. Once Korens reaches the employment goal of 150-200 employees by the end of 2019 or at the time it is deemed that Korens has reached full capacity at said facility, the Authority will provide, at no cost to Korens, adequate property within the Avondale Industrial site in Alexander City, Tallapoosa County, Alabama. This site will be large enough to accommodate a 100,000 square foot building and 125 parking spaces. It will consist of at least 12 acres. The City will reserve an additional two (2) five (5) acre parcels of land, adjacent to the original 12 acres, for a period of three (3) years from the date of execution of a formal contract for any future expansions of Korens' operation.

II. The Authority will make the following repairs and improvements to the property at no cost to Korens:

i. Clear and grub the property and rough grade for the building pad of the new building and the new parking lot

XI. This contains the entire agreement of the parties.

XII. This agreement shall be governed by the laws of the State of Alabama.

XIII. The proper venue for any legal proceedings that may result from this agreement shall be Tallapoosa County, Alabama.

XIV. City will work with Korens, its engineers and construction company to secure a "fast track" storm water permits for construction purposes.

Lake Martin Industrial Development Authority — Date 5/14/15

By:

Witness — Date 5-14-15

Witness — Date 5-14-15

Korens, Inc.

By: President William Chin

Witness — Date 5-14-15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ALEXANDER CITY, ALABAMA
AND
LAKE MARTIN AREA ECONOMIC DEVELOPMENT ALLIANCE, INC.,
LAKE MARTIN AREA INDUSTRIAL DEVELOPMENT AUTHORITY, INC.,
AND
KORENS, INC.

This Memorandum of Understanding between the City of Alexander City, Alabama, a municipal corporation, ("the City") Lake Martin Area Economic Development Alliance, Inc. ("Alliance"), Lake Martin Area Industrial Development Authority, Inc. ("Authority") and Korens, Inc. ("Korens") states the mutual understanding of the parties as follows:

For and in consideration of Korens locating automotive supply plants in Alexander City, Alabama, the City, Alliance and Authority, subject to the execution of a formal agreement with all conditions, stipulations and terms fully set out, agree to and offer the following incentives to Korens:

PHASE I

1. The Authority shall make available to Korens the property known as the Russell Yarn & Dye Building and Korens shall occupy under a lease for nominal consideration ($1.00) for a period of thirty-two (32) months from the date of first occupation.
2. Korens agrees to pay to the Authority $150,000 as soon as the signing of a contract with the Authority for the Yarn & Dye Building occurs. At the end of thirty-two (32) months, Korens will pay an additional $350,000 which will be the remainder that will satisfy the purchase price for the Yarn & Dye building, Five Hundred Thousand & 00/100 Dollars ($500,000.00). The Authority shall convey by statutory warranty deed to Korens the said Russell Yarn & Dye building that is located in the former Russell Corporation industrial complex when the total amount for the building is satisfied.
3. During said thirty-two (32) months, Korens will pay any and all ad-valorum tax that comes due and payable by the Lake Martin Area Development Authority (LMAIDA) on the building known as the Yarn & Dye Building.

4. During said thirty-two months, Korens will pay any and all insurance that is due and payable by the LMAIDA for the building known as the Yarn & Dye Building.
5. During said thirty-two (32) months, the City of Alexander City or the LMAIDA will cause an area to be leased or if constructed, graded and graveled, to provide adequate parking to accommodate the needs of the persons employed in said Yarn & Dye Building.
6. The LMAIDA shall provide adequate funds to cause the holes in the main area of the Yarn & Dye Building to be repaired that will meet the needs of Korens as to the use of a forklift or mutually agreed upon by both Korens and the Authority and the City. It is also agreed that a sign off by a structural engineer licensed by the State of Alabama will be provided. The repair or remodeling required as to the removal of concrete structures in the basement of the Yarn & Dye building will be completed by the Authority. Discussion as to the removal of at least two walls on the main floor of the Yarn & Dye building is in negotiations as is the removal of duct work in the building. Furthermore Korens requests that consideration (discussion and or negotiation) be given for the operation of the freight elevator and possible coating for the floor. A conclusion to these negotiations will be in the final contract between Korens, the Authority, and City.
7. The Authority will abate non-educational sales and use tax for any building materials, equipment, or machinery at the Yarn & Dye facility until operations at this plant begins.
8. The Authority will abate non-educational property tax at the Yarn & Dye facility for a period of 10 years.

In consideration of the above said incentives, Korens will do as follows:

1. Korens will locate a manufacturing operation in Alexander City, Alabama which will be located in the building known as the Russell Yarn & Dye Building in the former Russell Corporation complex.
2. Korens will employ a minimum of two hundred (200) employees in said building know as the Yarn & Dye Building by the end of 2019 and have a beginning wage for any permanent employee at the prevailing average starting wage per hour, plus benefits. Temporary employees will also receive benefits available when hired on in a permanent capacity. No more than 20% of the workforce will be temporary employees at any given time.
3. Korens will have an initial investment of $20,000,000.00 during the first 3 years following execution of a formal agreement between the parties and the expected total investment over 5 years to be $42 million.

4. Korens will purchase the Russell Yarn & Dye building by paying $150,000 when the contract with Korens is sigued and the remainder of $350,000 at the end of thirty-two (32) months from the date of executed contract between the parties.

PHASE II

1. When Korens reaches 200 employees in the Yarn & Dye building operation or at a time it is deemed that they have reached full capacity at the existing building, the City will make available to Korens adequate property at the Avondale Industrial site for the construction of a 80,000 to 100,000 square foot industrial building and 125 parking spaces, at no cost to Korens.

2. The City will hold adequate property for the expansion of Korens' physical plant for a period of three (3) years from the date of execution of a formal contract for the expansion of Korens operations

3. The City or its assigns will construct and/or finance construction of the 80,000 to 100,000 square foot building. At the end of twenty-four (24) months from the date of start up of the new plant, Korens will reimburse the City, its assigns or lender for the capital expenditures for the construction of said building, exeluding interest.

a. The City will clear and grub, and grade to a rough grade for the pad of the new building, and grade for the new parking (rough grade will be deemed to be within 2 inches of final grade).

b. The Authority will abate non-educational sales and use tax until Korens begins manufacturing product at this location.

c. The Authority will abate non-educational property tax for Korens for a period of ten (10) years.

d. The City will run a gas line to the new building and set a meter at no cost to Korens.

e. The City will run a water line to within ten feet (10') of the new building providing there is no meter pit for fire protection, both for domestic use and for

fire protection at no cost to the company. Size of lines will be determined by Korens, the City and contractor. If there is a meter pit, the City will stop at the pit. This will be at no cost to Korens.

f. The City will run a sewer line to within ten feet (10') of the new building at no cost to the company, after company provides make-up of discharge and it is determined Korens will not pre-treat wastewater discharge. This will be at no cost to Korens.

g. The City will provide electric service to the site and newly constructed building and will provide sufficient power supply for the needs of Korens. The city will set a pad-mount transformer that will meet these needs. Building side of transformer will be the responsibility of Korens.

h. The Alabama Industrial Development Training (AIDT) and Central Alabama Community College (CACC) will work to provide training for start-up of company. AIDT will be at no cost and CACC will work to provide continuing workforce support for Korens.

i. All parties will work with their engineers and construction company to secure a fast track storm water permit for construction purposes.

In consideration of said incentives, Korens will do as follows:

1. Korens will locate an expansion manufacturing operation in Alexander City, Alabama which will be located at the Avondale Industrial site.

2. Starting wages for any permanent employee of Korens will be at the average prevailing starting wages plus benefits. Temporary employees will also receive benefits when hired on in a permanent capacity. Korens agrees that, at the new plant site, at no time will more than 20% of the workforce be temporary employees.

3. Korens will reimburse the City, its assigns or lenders for the total cost of capital Outlay for the construction of the Avondale Industrial site complex in 24 months excluding interest on the funding.

The parties agree that the terms and conditions shall include penalties and claw backs for failure to substantially meet the terms and benchmarks as set out herein.

The parties further agree the items contained in this Memorandum of Understanding do adequately and substantially reflect the intent of each party and do execute this Memorandum of Understanding in an effort to proceed through the negotiation phase to final contractual agreement.

Each party acknowledges that final approval of the formal contract will require ratification and action by the respective boards of the Authority and Alliance and the City Council of the City of Alexander City, Alabama and Korens, Inc.

DATED this the 16 day of Feb., 2015.

CITY OF ALEXANDER CITY, ALABAMA

By: Charles Shaw
Charles Shaw, its Mayor

ATTEST:

Harriett H Scott
Harriett Scott, Its City Clerk

SEAL

LAKE MARTIN AREA ECONOMIC DEVELOPMENT ALLIANCE, INC.

By: Don McClellan
Its Director

LAKE MARTIN AREA INDUSTRIAL DEVELOPMENT AUTHORITY, INC.

By: [signature]
Its Chairman

KORENS, INC.

By: Wolfram Chin
Its Pres. Rep.

RESOLUTION NO. 15-49

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into a Memorandum of Understanding between the City of Alexander City, Alabama, and Lake Martin Area Economic Development Alliance, Inc. Lake Martin Area Industrial Development Authority, Inc. and Korens, Inc.

ADOPTED this 16th day of February, 2015.

Robert Howard
President of Council

APPROVED this 16th day of February, 2015.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Hamilton C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 15-49 which was duly adopted by the City Council on this 16th day of February, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 16th day of February, 2015.

Hamilton C Scott
As City Clerk of the City
of Alexander City, Alabama

SEAL

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ALEXANDER CITY, ALABAMA
AND
LAKE MARTIN AREA ECONOMIC DEVELOPMENT ALLIANCE, INC.,
LAKE MARTIN AREA INDUSTRIAL DEVELOPMENT AUTHORITY, INC.,
AND
KORENS, INC.

This Memorandum of Understanding between the City of Alexander City, Alabama, a municipal corporation, ("the City") Lake Martin Area Economic Development Alliance, Inc. ("Alliance"), Lake Martin Area Industrial Development Authority, Inc. ("Authority") and Korens, Inc. ("Korens") states the mutual understanding of the parties as follows:

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d. The City will run a gas line to the new building and set a meter at no cost to Korens.

e. The City will run a water line to within ten feet (10') of the new building providing there is no meter pit for fire protection, both for domestic use and for

fire protection at no cost to the company. Size of lines will be determined by Korens, the City and contractor. If there is a meter pit, the City will stop at the pit. This will be at no cost to Korens.

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The parties agree that the terms and conditions shall include penalties and claw backs for failure to substantially meet the terms and benchmarks as set out herein.

The parties further agree the items contained in this Memorandum of Understanding do adequately and substantially reflect the intent of each party and do execute this Memorandum of Understanding in an effort to proceed through the negotiation phase to final contractual agreement.

Each party acknowledges that final approval of the formal contract will require ratification and action by the respective boards of the Authority and Alliance and the City Council of the City of Alexander City, Alabama and Korens, Inc.

DATED this the 16 day of Feb., 2015.

CITY OF ALEXANDER CITY, ALABAMA **ATTEST:**

By: Charles Shaw
Charles Shaw, its Mayor

Harriett H Scott
Harriett Scott, Its City Clerk

SEAL

LAKE MARTIN AREA ECONOMIC DEVELOPMENT ALLIANCE, INC.

By: Don McClellan
Its Director

LAKE MARTIN AREA INDUSTRIAL DEVELOPMENT AUTHORITY, INC.

By:
Its CHAIRMAN

KORENS, INC.

By: Wallace Chin
Its Pres./Secy.

RESOLUTION NO. 15-49

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to enter into a Memorandum of Understanding between the City of Alexander City, Alabama, and Lake Martin Area Economic Development Alliance, Inc. Lake Martin Area Industrial Development Authority, Inc. and Korens, Inc.

ADOPTED this 16th day of February, 2015.

Robert Howard
President of Council

APPROVED this 16th day of February, 2015.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Hamitt C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 15-49 which was duly adopted by the City Council on this 16th day of February, 2015.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 16th day of February, 2015.

Hamitt C Scott
As City Clerk of the City
of Alexander City, Alabama

SEAL

TABLED

RESOLUTION NO. _____

WHEREAS, the City of Alexander City, Alabama, awarded a bid to the lowest bidder, Mark Johnson Construction, LLC for the 2015 Improvements to the Adams Water Treatment Plant Project which mainly consists of removal and replacement of a raw water pump, piping, and associated appurtenances, installation of a new high service pump, piping and associated appurtenances, installation of an electric actuator on an existing valve and coordination on instrumentation and controls by others, and

WHEREAS, it has been determined that the schedule of construction for the project was delayed due to the availability of the equipment required and specified for the Adams Water Treatment Plant, as well as long lead time for manufacturing of both pumps once engineering submittals are approved, and

WHEREAS, the City will receive a $500 deduction from the original bid of $647,900, for a revised project total of $647,400, and add 296 days to the contract schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the proposed Change Order Number 1 for the 2015 Improvements to the Adams Water Treatment Plant Project for the City of Alexander City, Alabama, as further defined in the attachments be approved.

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to sign Change Order Number 1 with Mark Johnson Construction.

ADOPTED this day of ,2016.

_____
President of the Council

APPROVED this day of ,2016.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** _____which was adopted by the City Council on the day of , 2016

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this day of , 2016.

SEAL

_____
City Clerk of the
City of Alexander City,
Alabama

RESOLUTION NO. 16-76

WHEREAS, the City of Alexander City, Alabama, did void (2) contracts for services (1. Administration and 2. Inspection) with the firm of Monroe and Associated, LLC., as it relates to the dilapidated structure removal grant funded through the Alabama Department of Economics and Community Affairs, and

WHEREAS, the City would like to replace that firm with the personnel from the East Alabama Regional Planning and Development Commission to perform the Administrative part of said grant, and

WHEREAS, using the services of a regional planning and development commission does not require a municipality to go through the normal bidding process.

NOW, THEREFORE BE IT RSOLVED, by the City Council of the City of Alexander City,Alabama, that the Mayor be and is hereby authorized to execute an Administration Service Contract with the East Alabama Regional Planning and Development Commission in the amount of 17,500.00.

ADOPTED this 6th day of June, 2016.

James D. Spann
President of the City Council

APPROVED this 6th day of June, 2016.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-76 which was duly adopted by the City Council on this 6th day of June, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 6th day of June, 2016.

Harriett C Scott

As Clerk of the
City of Alexander City,
Alabama

SEAL

LOCAL GOVERNMENT ADMINISTRATIVE CONTRACT

THIS AGREEMENT, entered into as of this 6th day of June, 2016 by and between the East Alabama Regional Planning and Development Commission, a public non-profit corporation operating under the laws of the State of Alabama and having offices located at 1130 Quintard Avenue, Anniston, Alabama (hereinafter called the Contractor), and the City of Alexander City, Alabama (hereinafter called the Local Government), concerns Community Development Block Grant Project No. LR-CE-PF-14-003 – Demolition of Unsafe Structures (hereinafter called the Project).

WITNESSETH THAT:

WHEREAS, the Local Government desires to engage the Contractor to render technical and professional services, hereinafter described, in connection with its Community Development Block Grant Project.

NOW, THEREFORE, the Local Government and the Contractor do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF CONTRACTOR

The Local Government agrees to engage the Contractor, and the Contractor hereby agrees, to perform the services hereinafter set forth in a professional and proper manner, as prescribed in accordance with accepted Community Development Block Grant program management practices.

ARTICLE II - SCOPE OF SERVICES

The Contractor shall provide professional and technical assistance to the Local Government for administrative and program management services related to the Project, to include, but not necessarily be limited to, the activities described in Attachment A. The Contractor shall not be held liable for deficiencies in the files that occurred prior to the effective date of this contract. The Contractor will correct any deficiencies that can be remedied.

ARTICLE III - TIME OF PERFORMANCE

Services to be provided shall commence upon execution of this Contract and will continue for a reasonable period of time until all specifications of the Project have been completed. This Contract shall terminate upon final closeout approval of the Project by the Alabama Department of Economic and Community Affairs (ADECA).

ARTICLE IV - GENERAL PROVISIONS

A. Personnel: The Contractor warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

B. Office Space: The Contractor agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no additional expense to the Local Government beyond normal indirect costs as stipulated in Article V.

C. Subcontractors: None of the work or services covered by this Contract shall be subcontracted without the prior approval of the Local Government. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

D. Access to Materials: The Local Government agrees to make available to the Contractor any maps, documents, and planning materials, or any other information in its possession or otherwise readily available, which has a direct bearing on the Project, at no expense to the Contractor.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

The Local Government agrees to pay the Contractor for all costs, both direct and indirect, attributable to the services rendered under ARTICLE II of this Contract. Such payment shall be due monthly upon presentation of written statements certifying such amounts as are due and payable. The total amount to be paid for the services called for in ARTICLE II shall be seventeen thousand, five hundred dollars ($17,500.00) in a flat fee or cost reimbursable/not to exceed manner of costing.

ARTICLE VI - TERMS AND CONDITIONS

A. Termination of Contract for Cause/Breach of Contract: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to

the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

B. Termination for Convenience of the Local Government: The Local Government may terminate this Contract at any time by giving at least thirty (30) days' written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents and other materials as described in the above clause shall, at the option of the Local Government, become its property.

   If the Contract is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this Contract is terminated due to the fault of the Contractor, the above clause relative to termination shall apply.

C. Changes: The Local Government may, from time to time, request of the Contractor changes in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Government and the Contractor, shall be incorporated in written amendments to this Contract. The contract may be extended under mutually agreed provisions, through a written amendment to this document.

D. Assignability: The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Local Government: provided, however, that claims for money by the Contractor from the Local Government under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Local Government.

E. Reports and Information: The Contractor, at such times and in such forms as the Local Government may require, shall furnish to the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

F. Findings Confidential: All of the reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

G. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the Contractor in the

United States or in any other country. The Local Government shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

H. Compliance with Local Laws: The Contractor shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the Local Government(s).

I. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the Local Government may deem necessary, the Contractor shall make available to the Local Government for examination all of its records with respect to matters covered by this Contract and will permit the Local Government to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

   The Contractor shall retain all books, documents, papers, and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the Local Government.

J. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

K. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

L. Interest of Members of the Local Government and of Other Local Public Officials: No officer, member or employee of the Local Government, no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The Contractor shall take appropriate steps to assure compliance.

M. Interest of the Contractor and Employees: The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this

Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

N. Officials Not to Benefit: No members of, or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

O. Rehabilitation Act of 1973, Section 504: Affirmative Action for Handicapped Workers (for contracts of $2,500 or over):

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

4. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

P. Age Discrimination Act of 1975 (for contracts of $2,000 or over): No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Q. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the ADECA and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Contractor shall include this Section 3 clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

R. Section 3 Plan Format (for contracts of $10,000 and over): The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the Local Government.

1. To ascertain from the Local Government's CDBG program official the exact boundaries of the Section 3 covered project area and, where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

2. To attempt to recruit from within the locality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the Project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert this Section 3 Plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than $10,000 will be exempt.

6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program, if formal agreements are in existence.

7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the Contractor, we, upon execution of this contract, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

S. Section 402 Veterans of the Vietnam Era: Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (for contracts of $10,000 or over):

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract, and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

   State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

4. The reports required by Paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office of the State employment service. Such reports shall indicate (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the

Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying such data. Copies of the reports will be submitted until the expiration of one year after the final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the State employment service system. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.

6. The provisions of paragraphs 2, 3, 4, and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his/her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his/her own organization or employer-union arrangement for that opening.

7. As used in this clause:

   a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than $25,000 per year. The term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his/her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

   b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled.

c. "Openings which the Contractor proposes to fill from within his/her own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.

d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his/her employees.

8. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and shall outline the rights of applicants and employees.

10. The Contractor will notify each labor union or representative of workers with which it has a bargaining agreement or other contractual understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

11. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by the rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

T. Executive Order 11246 and E.O. Clause (for contractors with more than 50 employees and contracts over $10,000): During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the provisions of Executive Order 11246 of Sept. 24, 1965, appearing at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339, unless otherwise noted.

ARTICLE VII - ADDITIONAL SERVICES OF CONTRACTOR

If authorized in writing by the Local Government, the Contractor shall furnish additional services which are not considered an integral part of the Scope of Services herein. Under this Contract, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the Local Government and the Contractor, and written authorization from the Local Government to proceed, the Contractor will provide the additional service. Examples of items considered as additional services shall include but not be limited to:

1. Formal and informal program amendments;

2. Environmental Impact Statements;

3. Hazardous site negotiations;

4. Legal or expert witness testimony;

5. Extended contract period caused by factors other than those under control of the Contractor. (Normal contract period for single purpose projects is 24 months; for one-year comprehensive is 36 months; for economic development projects is 12 months; and for planning grants is 12 months).

ARTICLE VIII – BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PARTICIPATION ACT

By signing this Contract, the contracting parties affirm, for the duration of the Contract, 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 this Contract and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Local Government and the Contractor have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

Seal:

The City of Alexander City

Charles R. Shaw, Sr.
Charles R. Shaw, Sr. Mayor

Attest: Harriett C. Scott
Harriett C. Scott, City Clerk

East Alabama Regional Planning and Development Commission

Albertha F. Grant, Executive Director

Attest: _____
E. Diane Glenn, Principal Planner

ATTACHMENT A - SCOPE OF SERVICES

A. Meetings - Attend and represent the Local Government's Community Development Program at meetings held by the State.

B. Files - Provide assistance in maintaining the program files to adequately demonstrate compliance with all pertinent CDBG requirements.

C. Contract for Professional Services - Develop appropriate contract documentation for demolition inspection services and prepare the necessary justification statement for utilization of the individual or firm chosen by the Local Government. Said justification statement shall specifically include reasonableness and cost justification. Fee negotiation will be the responsibility of the Local Government.

D. Labor Standards - Coordinate with State offices to obtain wage rate decisions concerning the Local Government's CDBG construction activities. Conduct the required preconstruction conference(s) and ensure that construction activities comply with Labor Standards regulations.

E. Project Budgets and Schedules - Prepare project and program grant budgets and schedules and revisions thereto, as required.

F. Contractor Status - Coordinate with the State to obtain information with respect to debarment status on selected demolition inspection and construction firms to be engaged in CDBG funded public improvement contracts.

G. Contract Approval - Review and approve demolition inspection services and construction contracts for compliance with State regulations and requirements.

H. Financial - Assist in approving CDBG related purchase requests with respect to programmatic and regulatory compliance. Prepare Requests for Payment of grant funds. Monitor the Local Government's CDBG financial transactions and records to ensure they comply with State requirements.

I. Equal Opportunity - Assist the Local Government in its implementation of equal opportunity provisions. This shall include development of a Section 3 Implementation Plan and an Affirmative Action Plan as well as the 504 Assistance Plan.

J. Nuisance Abatement and Condemnation – Assist the Local Government in following nuisance abatement and condemnation of structures processes. This shall include preparing draft notices to property owners, materials for posting on structures, and resolutions for condemnation.

K. Project Management - Monitor generally the contract performance of the demolition inspection services firm and construction contractors with respect to project costs, schedules and performance.

L. Grant Closeout - Assist the Local Government with arrangements to conduct the required grant audit and prepare the necessary Grantee Performance Report.

M. General Administration - The above activities notwithstanding, provide general assistance, as appropriate and when needed, to assure that the CDBG grant program is performed and completed in a timely and competent manner. Responsibilities in this area shall include, but are not limited to, preparation of miscellaneous reports, correspondence and file documentation, meetings with various persons and agencies, and coordination specifically in response to requirements and requests of the ADECA.

RESOLUTION NO. 16-77

WHEREAS, the City of Alexander City, Alabama, was awarded a grant under the Alabama Department of Transportation, Transportation Alternative Program (project # TAPAA-TA14(927), and

WHEREAS, the City of Alexander City, Alabama, has requested and has been approved by the Alabama Department of Transportation (ALDOT) to employ the services of the engineering firm of Goodwyn, Mills and Cawood, Inc. to perform the construction engineering and inspection services on said project, and

WHEREAS, Goodwyn, Mills and Cawood, Inc., has agreed to provide said services for a fee not to exceed $81,550.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute an agreement with the engineering firm of Goodwyn, Mills and Cawood, Inc., for the services as described in their proposed Agreement For Construction Engineering and Inspection Services for ALDOT-TAP Project No. TAPAA-TA14(927).

ADOPTED this 6th day of June, 2016.

James D. Lynn
President of the City Council

APPROVED this 6th day of June, 2016.

Charles R. Shaul Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-77 which was duly adopted by the City Council on this 6th day of June, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 6th day of June, 2016.

Harriett C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-78

WHEREAS, the City of Alexander City, Alabama, awarded a bid to the lowest bidder, Mark Johnson Construction, LLC for the 2015 Improvements to the Adams Water Treatment Plant Project which mainly consists of removal and replacement of a raw water pump, piping, and associated appurtenances, installation of a new high service pump, piping and associated appurtenances, installation of an electric actuator on an existing valve and coordination on instrumentation and controls by others, and

WHEREAS, it has been determined that the schedule of construction for the project was delayed due to the availability of the equipment required and specified for the Adams Water Treatment Plant, as well as long lead time for manufacturing of both pumps once engineering submittals are approved, and

WHEREAS, the City will receive a $500 deduction from the original bid of $647,900, for a revised project total of $647,400, and add 296 days to the contract schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the proposed Change Order Number 1 for the 2015 Improvements to the Adams Water Treatment Plant Project for the City of Alexander City, Alabama, as further defined in the attachments be approved.

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to sign Change Order Number 1 with Mark Johnson Construction.

ADOPTED this 14th day of June, 2016.

Jane D. Spann
President of the Council

APPROVED this 14th day of June ,2016.

Charles R. Shaw, Sr
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-78 which was adopted by the City Council on the 14th day of June, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 14th day of June, 2016.

Harriett C Scott
As City Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-79

WHEREAS, the City Council of the City of Alexander City, Alabama, wishes to re-instate the mosquito spraying program for protection of the health and welfare of its citizens, and

WHEREAS, the Public Works Director the estimated the cost to reinstate the mosquito spraying program at $26,061.00, through the month of September, 2016, and

WHEREAS, the City Council did agree the estimated cost was reasonable and the 2015/2016 Operating Budget needed to be amended.

NOW, THEREFORE, BE IT RESOVED by the City Council of the City of Alexander City, Alabama, that mosquito spraying program be and hereby is re-instated with the estimated cost $ 26,061.00.

BE IT FURTHER RESOLVED that the 2015/2016 Operating Budget be and hereby amend for the mosquito spraying program in an amount not to exceed $26,061.00.

ADOPTED this 14th day of June, 2016.

James D. Lam
President of the Council

APPROVED this 14th day of June ,2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hanett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-79 which was adopted by the City Council on the 14th day of June, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 14th day of June, 2016.

Hanett C Scott
As City Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-80

BE IT RESOLVED by the City Council of Alexander City proposes to adopt a resolution to declare a public nuisance due to weeds, underbrush and/or overgrown grass and order abatement of this public nuisance in accordance with Ordinance No. 2014-15 for the following properties:

1. 496 13TH AVE N
2. 3032 SUNNY LEVEL CUTOFF
3. 145 HALL STREET
4. 1706 SIMPSON STREET
5. WILLOW STREET
6. 1314 KAREN STREET
7. 2051 EAST CIRCLE

The City Clerk is hereby instructed to give notice as required by Ordinance No. 2014-15, including publishing in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on July 18, 2016, at 5:30p.m. to hear public comments and any objections by owner regarding declaring said properties a public nuisance and ordering their abatement.

ADOPTED this 20th day of June,2016.

James D Sparrow
President of the Council

APPROVED this 20th day of June,2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-80 which was duly adopted by the City Council on this 20th day of June, 2016.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 20th day of June, 2016.

Harriett C Scott
As City Clerk of the
City of Alexander City, Alabama

S E A L

RESOLUTION NO. 16-81

WHEREAS, the construction of the roundabout in downtown Alexander City, Alabama, divided Main Street into two (2) sections, and

WHEREAS, Main Street Alexander City purchased decorative street signs to identify streets coming off or entering into the roundabout, and

WHEREAS, one of those new street signs named the south end of Main Street as South Main Street from the roundabout at 131 Main Street to its intersection with Madison Street past 171 Main Street, and

WHEREAS, no official action was taken by the City Council to rename that section of Main Street to South Main Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the south end of the previously named Main Street be and is hereby renamed South Main Street from the roundabout at 131 Main Street to its intersection with Madison Street past 171 Main Street.

ADOPTED this 20th day of June, 2016.

James D. Shaw
President of the City Council

APPROVED this 20th day of June, 2016.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-81 which was duly adopted by the City Council on this 20th day of June, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 20th day of June, 2016.

Harriett C. Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-82

BE IT RESOLVED by the City Council of Alexander City, Alabama, that the following properties are declared a public nuisance due to weeds, underbrush and/or overgrown grass and order the abatement or removal, by registered nuisance abatement contractors on file prior to the date of this resolution, of this public nuisance in accordance with Ordinance No. 2014-15 for the following properties:

1. 874 JOHNSON STREET
2. ~~392 HALLIANA ROAD~~
3. ~~216 11TH AVE~~
4. 184 CAMPGROUNG ROAD
5. ~~162 PARKS AVE.~~

ADOPTED this 5th day of July, 2016.

James D Logan
President of the Council

APPROVED this 5th day of July, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-82 which was duly adopted by the City Council on this 5th day of July, 2016.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 5th day of July, 2016.

Harriett C Scott
As City Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-83

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that pursuant to Section 11-46-37 of the 1975 Code of the State of Alabama, Harriett Scott is hereby designated as the person to fulfill the duties required by the Mayor in conducting of the municipal election for 2016.

ADOPTED this 5th day of July, 2016.

James D. Lyons
President of Council

APPROVED this 5th day of July,2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-83 which was duly adopted by the City Council on the 5th day of July,2016..

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 5th day of July,2016.

S EA L

Harriett C. Scott
As Clerk of the City of
Alexander City, Alabama

RESOLUTION NO. 16-85

BE IT RESOLVED by the City Council of Alexander City, Alabama, that the following properties are public nuisance due to weeds, underbrush and//or abatement contractors on file prior to the date of this resolution, of this public nuisance in accordance with Ordinance No. 2014-15 for the following properties;

1. 496 13th Ave N
2. 3032 Sunny Level Cutoff
3. 145 Hall Street
4. 1706 Simpson Street
5. Willow Street
6. 1314 Karen Street
7. 2051 East Circle

ADOPTED this 18th day of July, 2016.

James D. Lynn

President of Council

APPROVED this 18th day of July,2016.

Charles R. Thagard Sr.

Mayor

ATTEST:

Harriett C Scott

City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-85 which was duly adopted by the City Council on the 18th day of July,2016..

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of July, 2016.

SEAL

Harriett C Scott

As Clerk of the City of
Alexander City, Alabama

RESOLUTION NO. 16-86

WHEREAS, Alabama Act No.2016-376 provides that the governing body of the City of Alexander City, Alabama, may hold a referendum to determine whether the voters residing within the corporate limits of the City of Alexander City, Alabama, favor alcoholic beverages being legally sold on Sundays after 12:00 Noon until 11:00 p.m.

WHEREAS, the City Council of the City of Alexander City, Alabama, desires to authorize such an election in the City of Alexander City, Alabama, pursuant to Alabama Act No. 2016-376.

NOW,THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, as follows:

1. In accordance with Alabama Act No. 2016-376, a special election shall be held within the City of Alexander City, Alabama, to determine whether the voters residing within the corporate limits of the City of Alexander City, Alabama, are in favor of alcoholic beverages being legally sold on Sundays after 12:00 Noon till 11:00 p.m.

2 In accordance with Alabama Act No. 2016-376 and generally-applicable Alabama law, the election held pursuant to this Resolution shall occur on Tuesday, August 23, 2016. No such election has been within the City of Alexander City, Alabama, on this question within the past twelve months.

3. The City Clerk is hereby directed to give notice of the said election in manner Provided by law by publishing such notice of election in Alexander City Outlook newspaper having general circulation in the City, said notice to appear not less than (30)days before the date fixed for such election.

4. In accordance with Alabama Act No.2016-376, on the ballot to be used for the election, the question shall be in the following form : " Do you favor the legal sale and distribution of alcoholic beverages within this municipality on Sundays as further provided for and regulated by ordinance of the municipal governing body? Yes_____ No_____'.

5. The Mayor and City Clerk are hereby authorized to spend such funds as are necessary to implement this Resolution and to conduct the election held pursuant to this Resolution, in accordance with Alabama Act No. 2016-376 and generally-applicable Alabama law.

ADOPTED this 18th day of July,2016.

James D. Sloan
President of the Council

APPROVED this 18th day of July, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Carol C. Scott
City Clerk

RESOLUTION NO. 16-86

PAGE NO. 2

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby Certifies that the foregoing is a correct, and complete copy of Resolution No. 16-86 which was duly adopted by the City Council on the 18th day of July, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of July, 2016.

Harriett C Scott

As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-87

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the sum of $125.00 (One hundred twenty-five Dollars) per day for each election official and $135.00(One hundred thirty-five Dollars) for each inspector be and is hereby authorized to be paid to each election official in the August 23, 2016 and October 4, 2016, Municipal Elections, also, $45.00 (Forty-five Dollars) for each election official attending the required school.

ADOPTED this 18th day of July,2016.

James D. Spann
President of the Council

APPROVED this 18th day of July, 2016.

Charles E. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby Certifies that the foregoing is a correct, and complete copy of Resolution No. 16-87 which was duly adopted by the City Council on the 18th day of July, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of July, 2016.

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-88

WHEREAS, the following bids for Street Striping as per Requisition No. 16-06A for the Street Department were received, open, read, and listed in the office of the City Clerk on Tuesday, July 5, 2016, at 2:00 p.m. as follows:

BIDDER	BID
Alabama Safety Services, Inc Dadeville, AL	$30,645.00
Hornsby Striping Tuskegee, AL	No Bid
Ozark Striping Ozark, AL	$21,885.00

and,

WHEREAS, it has been determined by the Purchasing Agent and the City Engineer/Public Works Director that Ozark Striping submitted the lowest responsible and responsive bid.

NOW, THREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the bid for Street Striping as per Requisition No.16-06A be ands hereby awarded to Ozark Striping of Ozark, Alabama, in an amount not to exceed $21,885.00.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute any and all documents in connection with this bid.

ADOPTED this 18th day of July, 2016.

James D. Sparrow
President of Council

APPROVED this 18th day of July,2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Darnell C Scott
City Clerk

RESOLUTION NO. 16-88

PAGE NO. 2

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby Certifies that the foregoing is a correct, and complete copy of Resolution No. 16-88 which was duly adopted by the City Council on the 18th day of July, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 18th day of July, 2016.

Hannah C. Scott

As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-89

WHEREAS, the following bids for the 2016 Cleaning and CCTV Inspection Services for the Sewer Department as per Requisition No. 16-07 were received, opened, read, and listed in the office of the City Clerk on Tuesday, June 28,2016, at 2:00 P M as follows:

BIDDER	BID
Gulf Coast Underground, LLC. Mobile, AL	$356, 000.00
Smith Industrial Services Mobile, AL	$448.100.00
Compliance Enviro Systems, LLC Baton Rouge, LA	No Bid

and,

WHEREAS, it has been determined by the Purchasing Agent, the Director of the Sewer Department, and CH2M Hill, consulting engineering for this project that Gulf Coast Underground LLC submitted lowest responsible bid.

NOW,THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the bid for Requisition No.16-07 be and is hereby awarded to Gulf Coast Underground LLC of Mobile, AL in an amount not to exceed $356,000.00.

BE IT FUTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the 2015/2016 Capital Budget be and is hereby amended in the amount of $56,000.00 to cover the cost over budgeted amount of $300,000.00.

BE IT EVAN FURTHER RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute any and all documents in connection with this bid.

ADOPTED this 1st day of August, 2016.

James D. Lynn
President of Council

APPROVED this 1st day of August, 2016.

Charles R. Shaw Jr
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-89 which was duly adopted by the City Council on the 1st day of August, 2016..

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day August, 2016.

SEAL

Hazel C. Scott

As Clerk of the City of
Alexander City, Alabama

RESOLUTION NO. 16-90

WHEREAS, the City of Alexander City, Alabama, was funded for a 2015 grant from the Federal Aviation Administration (FAA 90%) the Alabama Department of Transportation (ALDOT 5%) and the City of Alexander City (City 5%) to construct a north parallel taxiway at the T.C. Russell Field Airport, and

WHEREAS, the City did contract with Gary Ingram Grading and Paving, Inc. for the construction of said project with a per unit contract, and

WHEREAS, certain unit quantities put in place during the most recent construction billing period exceeded the original engineering estimate, resulting in a net increase of $2,549.30, bringing the new contract price from $959,149.85 to $961,699.15.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a Change Order # 3 to increase the contract with Gary Ingram Grading and Paving, Inc. in the amount of $2,549.30, with the FAA share being $2,294.37 and the ALDOT and the City's share being $127.47 each.

ADOPTED this 1st day of August, 2016.

James D. Shaw
President of the City Council

APPROVED this 1st day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hamett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-90 which was duly adopted by the City Council on this 1st day of August, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of August, 2016.

Hamett C. Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-92

BE IT RESOLVED by the City Council of Alexander City proposes to adopt a resolution to declare a public nuisance due to weeds, underbrush and/or overgrown grass and order abatement of this public nuisance in accordance with Ordinance No. 2014-15 for the following properties:

1. 496 13TH AVE N
2. 765 SPRINGHILL ROAD

The City Clerk is hereby instructed to give notice as required by Ordinance No. 2014-15, including publishing in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on 09/08/2016 , at 5:30p.m. to hear public comments and any objections by owner regarding declaring said properties a public nuisance and ordering their abatement.

ADOPTED this 1st day of August, 2016.

James D. Spann
President of the Council

APPROVED this 1st day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hamett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-92 which was duly adopted by the City Council on this 1st day of August, 2016.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 1s day of August, 2016.

Hamett C Scott
As City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-93

WHEREAS, the City of Alexander City, Alabama, and the Community Action Committee, Inc. of Chambers- Tallapoosa-Coosa, Head Start Program of Chambers- Tallapoosa are both dedicated to the betterment of the children in the Alexander City area, and

WHEREAS, the Community Action Committee, Inc, of Chambers-Tallapoosa-Coosa, Head Start Program, of Chambers-Tallapoosa has requested a renewal of the lease owned by the City of Alexander City located at 625 Martin Luther King Blvd., and

WHEREAS, this lease is an "IN-KIND" service of the City of Alexander City, Alabama, and the Community Action Committee, Inc. of the Chambers-Tallapoosa-Coosa, Head Start Program of Chambers-Tallapoosa for the rent of the building at $30,492.00 for twelve (12) months beginning July 1, 2016, to June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Alexander City, Alabama, that the Mayor be and is hereby authorized to donate service to the Chambers-Tallapoosa Head Start Program.

ADOPTED this 1st day of August, 2016. .

President of the Council

APPROVED this 1st day of August. 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-93 which was duly adopted by the City Council on the 1st day of August, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of August, 2016.

SEAL

As City Clerk of the City of Alexander City, Alabama

RESOLUTION NO. 16-94

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, in the Regular Council Meeting assembled that Harriett C. Scott, City Clerk, be and is hereby authorized to open such bank accounts as she in her discretion may deem expedient in the U S Ameri Bank of Alexander City, Alabama, BB& T of Alexander City, Alabama, Regions Bank of Alexander City, Alabama, River Bank Trust of Alexander City, Alabama, and Wells Fargo of Alexander City, Alabama, and to draw and sign checks and drafts upon such account or accounts on behalf of the City of Alexander City, Alabama. One signature is all that will be required on such checks.

BE IT FURTHER RESOLVED by City Council of the City of Alexander City, Alabama, that the Revenue Officer Ward Sellers, and the Mayor Charles R. Shaw, Sr. be and are hereby authorized to sign checks on such accounts as selected by the City Clerk on behalf of the City of Alexander City, Alabama, in the absence of the City Clerk.

BE IT EVEN FURTHER RESOLVED that the City Clerk be and is named administrator of the on line banking for the City of Alexander City, Alabama.

ADOPTED this 1st day of August, 2016.

James D. Shaw
President of the Council

APPROVED this 1st day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-94 which was duly adopted by the City Council on the 1ST day of August, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of August , 2016.

SEAL

Harriett C Scott
As Clerk of the City of
Alexander City, Alabama

RESOLUTION 16-95

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns of this state, except those cities and towns which have a commission form of government, and

WHEREAS, Section 11-46-43 of the Alabama Code of 1975 prohibits write-in candidates in elections held under Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy or has been nominated for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, at the time the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the mayor or other chief executive officer shall not cause the name of such person or the office for which his candidacy was declared to be printed on the ballot, but he shall immediately file a written statement of with the governing body if the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy or was nominated for the office preceding the deadline set for an election of municipal officers of the municipalities and setting forth the name of such person, and

WHEREAS, said Section 11-46-26, as amended, provides that the governing body of the municipality, after receiving such statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person, and

WHEREAS, the Mayor and City Council of the City of Alexander City, Alabama, had filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement of candidacy for the office of Council District 3 prior to the deadline and that the name of that person who filed such statement was Charles Scott Hardy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Charles Scott Hardy be and is hereby declared duly elected to the office of Council District 3 in the City of Alexander City, Alabama ,for the term of office commencing on the first Monday in November, 2016, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Alexander City, Alabama, that the City Clerk be and hereby is directed to issue a certificate of election to Charles Scott Hardy for such term pursuant to the provisions of Section 11-46-25, as amended.

RESOLUTION NO, 16-95

PAGE 2

ADOPTED this 1st day of August, 2016.

President of the Council

APPROVED this 1st day of August, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-95 which was duly adopted by the City Council on the 1ST day of August, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of August , 2016.

SEAL

As Clerk of the City of
Alexander City, Alabama

RESOLUTION 16-96

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns of this state, except those cities and towns which have a commission form of government, and

WHEREAS, Section 11-46-43 of the Alabama Code of 1975 prohibits write-in candidates in elections held under Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy or has been nominated for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, at the time the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the mayor or other chief executive officer shall not cause the name of such person or the office for which his candidacy was declared to be printed on the ballot, but he shall immediately file a written statement of with the governing body if the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy or was nominated for the office preceding the deadline set for an election of municipal officers of the municipalities and setting forth the name of such person, and

WHEREAS, said Section 11-46-26, as amended, provides that the governing body of the municipality, after receiving such statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person, and

WHEREAS, the Mayor and City Council of the City of Alexander City, Alabama, had filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement of candidacy for the office of Council District 5 prior to the deadline and that the name of that person who filed such statement was Thomas J. Spraggins.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Thomas J. Spraggins be and is hereby declared duly elected to the office of Council District 5 in the City of Alexander City, Alabama ,for the term of office commencing on the first Monday in November, 2016, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Alexander City, Alabama, that the City Clerk be and hereby is directed to issue a certificate of election to Thomas J. Spraggins for such term pursuant to the provisions of Section 11-46-25, as amended.

ADOPTED this 1st day of August, 2016.

James D. Shaw
President of the Council

APPROVED this 1st day of August, 2016.

Charles R. Shaw Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-96 which was duly adopted by the City Council on the 1ST day of August, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 1st day of August , 2016.

SEAL

Harriett C. Scott
As Clerk of the City of
Alexander City, Alabama

RESOLUTION NO. 16-97

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City Council proposes to adopt an ordinance amending the Zoning Ordinance of the City of Alexander City, Alabama, to affect the zoning changes described below. The City Clerk is hereby instructed to publish in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on September 19 ,2016, at 5:30 p m to hear public comment on the proposed rezoning of certain property at the request of the John R. Chapman Jr. for property located on 232 South Central as described:

To rezone from R-3 (High Density Residential) to B-2 (General Business) (with all restriction and limitations as provided by the Planning Commission), the following to wit :

PARCEL NO: 62 05 08 34 2 202 081.000

ADOPTED this 15th day of August, 2016.

James D. Lynn
President of the City Council

APPROVED this 15th day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hannah C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-97 which was duly adopted by the City Council on this 15th day of August, 2016.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 15th day of August, 2016.

SEAL

Hannah C Scott
As Clerk of the
City of Alexander City

RESOLUTION NO. 16-98

WHEREAS, a regular municipal election has been called to be held on the 23th day of August, 2016, and a runoff election to be held, if necessary, on the 4th day of October, 2016, and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, and regulations adopted pursuant thereto provide, in part, that the municipal governing body, not less than 10 days before holding of any municipal election, appoint from the municipality, officers to hold the election as follows: where electronic ballot counters are used, at least one inspector and three clerks.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that election officers for said election shall be as follows:

DISTRICT ONE	
INSPECTOR	Mary Louise Wyckoff
REGISTRATION LIST CLERK	Arelene Wyckoff
POLL LIST CLERK	Alma Chamberliss
BALLOT CLERK	Mary Owens
ASSISTANT	Valarie Oliver
DISTRICT TWO	
INSPECTOR	Willie Frank Davis
REGISTRATION LIST CLERK	Susie Davis
POLL LIST CLERK	Dannette Mattocks
BALLOT CLERK	Carliss Poole
ASSISTANT	Freddie Brooks
DISTRICT THREE	
INSPECTOR	Willa C. Alford
REGISTRATION LIST CLERK	Joyce McDaniel
POLL LIST CLERK	Temkia Brooks
BALLOT CLERK	Robin Fuller
ASSISTANT	Rebecca Northington
DISTRICT FOUR	
INSPECTOR	John Calvin Blake
REGISTRATION LIST CLERK	Carman Blake
POLL LIST CLERK	Karen White
BALLOT CLERK	Dale White
ASSISTANT	Joyce Daniel
DISTRICT FIVE	
INSPECTOR	Avery McAlister
REGISTRATION LIST CLERK	Sybil McAlister
POLL LIST CLERK	Barbara B. Forbus
BALLOT CLERK	Gordon Forbus
ASSISTANT	
DISTRICT SIX	
INSPECTOR	Harry Wyckoff
REGUSTRATION LIST CLERK	Roberta Wyckoff
POLL LIST CLERK	Ruby Gaston
BALLOT CLERK	Carolyn Gaston
ASSISTANT	Phil Speaks

ABSENTEE INSPECTOR	Ray Hardy
REGISTRATION LIST CLERK	Gayle Humphrey
POLL LIST CLERK	Judy Huett
BALLOT CLERK	Sara Hendrix

ADOPTED this 15th day of August,2016.

James D. Lyons
President of the Council

APPROVED this 15th day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Hazel C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-98 which was duly adopted by the City Council on the 15th day of August, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 15th day of August, 2016.

Hazel C Scott
Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-99

BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the following be and here appointed and reappointed to the Special Care Financing Authority for a period of six (6) years as follows:

Steve Crowe—reappointed
Susie Kelley ---reappointed
Barbara Sokol—appointed

ADOPTED this 15th day of August,2016.

James D. Spann
President of the Council

APPROVED this 15th day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-99 which was duly adopted by the City Council on the 15th day of August, 2016.

WITNESS MY SIGNATURE, a Clerk of the City of Alexander City, Alabama, under the seal thereof, this 15th day of August, 2016.

Harriett C. Scott
Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION 16-100

WHEREAS, the T.C. Russell Field Airport has made numerous improvements to its facilities in recent years, including the construction of a new hangar development area and connecting taxiway, and

WHEREAS, the Alabama Department of Transportation, Aeronautic Bureau (ALDOT-AB), has awarded a 50/50% grant to the City of Alexander City, Alabama, for the construction of new t-hangars at the T.C. Russell Field Airport, and

WHEREAS, the City will need the services of a qualified engineering firm for the design of said t-hangars, and

WHEREAS, the City has used the engineering services of Garver of Huntsville, Alabama, on several other construction projects at said airport, and

WHEREAS, Garver has submitted a design contract in the amount of $59,068.95, which has been approved by ALDOT-AB.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the mayor be and is hereby authorized to execute said contract in the amount of $59,068.95.

ADOPTED this 15th day of August, 2016.

James D. Spann
President of the City Council

APPROVED this 15th day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-100 which was duly adopted by the City Council on this 15th day of August, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 15th day of August, 2016.

Harriett C Scott
As Clerk of the City
of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-101

BE IT RESOLVED by the City Council of the City if Alexander City, Alabama, that Resolution No. 16-95 be and is hereby rescinded.

ADOPTED this 15th day of August, 2016.

James D. Lyons
President of the City Council

APPROVED this 15th day of August, 2016.

Charles R. Shay Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-101. which was duly adopted by the City Council on this 15th day of August, 2016.

.

WITNESS MY SIGNATURE, as the City Clerk of the City of Alexander City, Alabama, under the seal thereof this 15th day of August, 2016.

SEAL

Harriett C Scott
As Clerk of the
City of Alexander City

RESOLUTION NO. 16-102

WHEREAS, the general election of the City of Alexander City, Alabama, was duly and legally held on August 23, 2016, as provided by Alabama State Law; and

WHEREAS, the municipal governing body of the City of Alexander City, Alabama, met on this the 30th day of August, 2016, a majority of members being present at 12:00 noon and has canvassed the returns and has ascertained and determined the number of votes received by each candidate, and

WHEREAS, the said municipal governing body has ascertained and determined results of each election as follows:

1. That no candidate received a majority of votes cast for the office of Mayor and that Jim Nabors and Charles Shaw received the most and second most votes cast for the office respectively, therefore, a runoff election between said candidates is hereby ordered to be held Tuesday, October 4, 2016, pursuant to the requirements in the Code of Alabama, as amended.

2. That no candidate received a majority of votes cast for the office of Council District Number 1 and that Bobby Tapley and Steve Crowe cast for the office respectively, therefore, a runoff election between said candidates is hereby ordered to be held Tuesday, October 4, 2016, pursuant to the requirements in the Code of Alabama, as amended.

3. That no candidate received a majority of votes cast for the office of Council District Number 2 and that Audrey Colvin and Jacob Meacham received the most and second most votes cast for the office respectively, candidates is hereby ordered to be held Tuesday, October 4, 2016.

4. That John Eric Brown received a majority of votes cast for the office of Council District 4 and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2016.

5. That Timothy Byron Funderburk received a majority of votes cast for the office Council District Number 6 and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2016.

ADOPTED this 30th day of August, 2016.

James D. Lyons
President of the Council

APPROVED this 30th day of August, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriet C. Doty
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-102 which was duly adopted by the City Council on this 30th day of August, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 30th day of August, 2016.

Harriett C. Scott

As City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-103

BE IT RESOLVED by the City Council of Alexander City proposes to adopt a resolution to declare a public nuisance due to weeds, underbrush and/or overgrown grass and order abatement of this public nuisance in accordance with Ordinance No. 2014-15 for the following properties:

1. 522 SOUTH ROAD
2. 341 CIRCLE DRIVE
3. 1112 SPRINGHILL ROAD
4. 69 LAFAYETTE STREET
5. 601 LAUREL STREET
6. 668 LAUREL STREET
7. 644 11TH AVE NORTH

The City Clerk is hereby instructed to give notice as required by Ordinance No. 2014-15, including publishing in the Alexander City Outlook a Notice of Public Hearing for the regular scheduled Council meeting on 10-3-2016 , at 5:30p.m. to hear public comments and any objections by owner regarding declaring said properties a public nuisance and ordering their abatement.

ADOPTED this 8th day of September, 2016.

James D. Ingram
President of the Council

APPROVED this 8th day of September, 2016.

Charles P. Shaver, Sr.
Mayor

ATTEST:

Hannah C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-103 which was duly adopted by the City Council on this 8th day of September , 2016.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 8th day of September, 2016.

Hannah C. Scott
As City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-. 104

BE IT RESOLVED by the City Council of Alexander City that the following properties are declared a public nuisance due to weeds, underbrush and/or overgrown grass and order the abatement or removal, by registered nuisance abatement contractors on file prior to the date of this resolution, of this public nuisance in accordance with Ordinance No. 2014-15 for the following properties:

1. 496 13TH AVE N
2. 765 SPRINGHILL ROAD

ADOPTED this 8th day of September, 2016.

James D. Spann
President of the Council

APPROVED this 8th day of September, 2016.

Charles R. Shaw, Jr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-104 which was duly adopted by the City Council on this 8th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the city of Alexander City, Alabama, under the seal thereof, the 8th day of ~~Septemaber~~ 2016.

Harriett C Scott
As City Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-104A

WHEREAS, the City of Alexander City, Alabama did received funding for Community Development Block Grant, Community Enhancement Fund Project No. LR-CE-PF-14-003, under which the City did implement the demolition and clearance of dilapidated structures citywide, and

WHEREAS, the contract for for Demolition Inspection Services with Monroe and Associates, LLC., has been terminated, and

WHEREAS, the City did issue a Request for Proposals to provide said services and received only one (1) Proposal, and

WHEREAS, Said Proposal was within the existing CDBG budget for said Demolition Management and Inspection Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a contract with Focused Construction Services, LLC. to provide Demolition Management and Inspection Services for a fee not to exceed $12,360 on CDBG Community Enhancement Fund Project No. LR-CE-PF-14-003.

ADOPTED this 8th day of September, 2016.

James D. Sparrow
President of the City Council

APPROVED this 8th day of September, 2016.

Charles E. Shaw, Sr.
Mayor

ATTEST:

Hanett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-104A which was duly adopted by the City Council on this 8th day of September, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 8th day of September, 2016.

Hanett C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

CITY OF ALEXANDER CITY

P.O. Box 552 • Alexander City • Alabama 35011-0552
Telephone (256) 329-6700

CHARLES R. SHAW, SR.
Mayor
HARRIETT C. SCOTT
City Clerk
SANDRA J. MACHEN
Finance Director

CITY COUNCIL
James D. Spann
Council President
Robert Howard
President Pro Tempore
Bobby L. Tapley
Sherry M. Ellison-Simpson
Billy Ray Wall
Thomas A. Goss

City of Alexander City
Request for Proposal-Demolition Inspection Services
CDBG Project # LR-CE-PF-14-003

Factor D: Contract Price for Services covered Under the Scope of Services (A maximum of five (5) points are available under this factor).

Date available to begin work: Aug. 23, 2016

Proposed Price to Perform Services spelled out under Scope of Work: $12,360.00

Signed: JH Kynalm

Title: CEO, Focused Construction Services, LLC

Date: Aug 19, 2016

JEFF KAPPELMAN dba
FOCUSED CONSTRUCTION SERVICES, LLC
P.O. Box 4307
OPELIKA, AL 36803
Tel: (334) 744-3193 (cell)

August 19, 2016

Scope of Work Services Outline	Time Frame Council Meets 1st & 3rd Mondays!	Responsible Party	Cost of Providing Services		
				Sub Totals	Total
2) Present a list of structure proposed for removal to City Council for approval. Work in conjunction with the City's Grant Administrator, City Contract Attorney, and the City's Building Inspector to implement demolition city-wide.	Monday September 5, 2016 Alexander City Council Meeting 1st Monday	Focused Construction Services, LLC	$1,765	Invoice Amounts	Invoice Amounts
4) Provide photographic and narrative documentation of each structure's unsafe condition.	Monday September 5, 2016 Alexander City Council Meeting 1st Monday	Focused Construction Services, LLC	$1,765	Invoice Amounts	Invoice Amounts
6) Other activities as related to implemetation of demolition of nuisance structures.		Focused Construction Services, LLC	$1,765	Invoice Amounts	Invoice Amounts
3) Communicate and coordinate appeals to present supportive evidence of structural conditions that have classified structure as unsafe.	October 3 or 17th, 2016	Focused Construction Services, LLC	$1,765	Invoice Amounts	Invoice Amounts
5) Hold a pre-demolition conference and coordiante demolitions with the demolition contractor, inspect work, and approve pay requests for demolition work		Focused Construction Services, LLC	$1,765	Invoice Amounts	Invoice Amounts
7) Inspect and approve demolition completion for each demolition site.		Focused Construction Services, LLC	$1,765	Invoice Amounts	Invoice Amounts
8) Approve demolition contractor invoices and recommend for payment			$1,765	**$12,360.00**	**$12,360.00**
2) Work with the City Council to follow nuisance abatement process to prepare for condemnation of structures. Notify property owners of abatement proceedings and handle all notlification letters and the administrative process to condemn structures.	Month of September 2016 30 days from Mail out - show to Council Monday October 17th for approval to Demo	City Personnell			

FOCUSED CONSTRUCTION SERVICES, LLC
P. O. BOX 4307
Opelika, AL 36803-4307

Jeff Kappelman, CEO Tel: 334.744.3193
focusedconstructionservices@gmail.com

August 22, 2016

Randy M. Thomas
Community Development Coordinator
City of Alexander City
P.O. Box 552
Alexander City, Alabama 35011-0552

Dear Randy:

Please find attached a corrected 1st page of my resume. I realized after review that I had inadvertently utilized an incorrect company name (Focused Construction "Resources") which I had been considering. The correct name is as listed on this letterhead – Focused Construction Services, LLC. The one listed on my resume was of course under consideration, and not the one in fact which was established.

Thank you for your attention to this matter.

Sincerely,

Jeff Kappelman

JK/bw

Jeff Kappelman, CEO
Focused Construction Services, LLC

PO Box 4307 Opelika, AL 36803-4307● 334.744.3193
jak57@bellsouth.net

Career Profile:

- Over 30 years of progressively responsible field and technical experience in the construction industry.
- During 14 year tenure with the City of Opelika, have inspected and advised municipal staff regarding fire and life safety issues relevant to their work and provided input to the safety committee on code compliance.
- Reviewed all Life Safety, Fire Alarm, and Fire Sprinkler plans submitted to the City of Opelika for code compliance and performed progress and final inspections on these systems.
- Supervised and inspected over 1.8 billion dollars of construction for the City of Opelika with reviews of construction design plans for fire and life safety code compliance.
- Skilled in working independently with self- initiation and as an enthusiastic team player.
- Dependable, organized and friendly professional with attention to detail, above average office skills and ability to meet deadlines.
- Demonstrated supervisory experience which has included oversight of contractor performance, regulatory reporting, budget management, determination and interpretation of work procedures, assigning specific duties, maintaining harmonious relations, and promoting efficiency.

Professional Experience:

June 2002 - Present
Director, City of Opelika Building Inspection Department
700 Fox Trail Opelika, AL 36801
(334) 705-5421

Director of Building Inspections Department - This position is responsible for staff supervision, overseeing building inspections division, assisting the planning director, training, building code and ordinance compliance, reviewing building plans, customer service, and reporting on events and activities of the Building Inspection Division. The position develops and implements programs within organizational policies and reports major activities to designated municipal officials through conferences and reports. Position has entailed considerable responsibility for the safety and health of others and continuous enforcement of the laws, ordinances, and standards involving all manner of public health and safety issues.
Provide technical grant management assistance with the assessment, estimate, final approval, and project management of the City of Opelika CDBG rehabilitation program.

Primary responsibilities include coordinating projects and developments with city's Planning, Engineering and Public Works Directors. Departmental operations include interpreting and ensuring compliance with City building codes and ordinances, and monitoring departmental personnel compliance with City safety regulations.

Scheduling building inspections and coordination of Inspector's schedules which included conducting on-site building, structural, electrical, mechanical, and plumbing inspections to ensure compliance with applicable construction and safety codes and ordinances.

Collecting and maintaining information/data and preparing a wide variety of reports and statistics based on permits and construction activities; which is maintained in departmental database.

Interacting with architects, engineers and contractors to provide information, discuss code and ordinance compliance, and review plans and correspondence.

Oversee, review, and approve expenditures for area of responsibility; and provide fiscal data for the preparation of the annual budget. Prepare annual divisional budget.

Attend and conduct staff and other professional meetings to exchange information; attend in-service training and technical or professional classes, seminars, or conferences to improve technical and professional skills

Supervision of division staff, including training and providing for technical or professional development, selecting or recommending selection, assigning and evaluating work.

Serve as the City of Opelika's Floodplain Administrator which includes reviewing all development permits to assure that the permit requirements of the City's floodplain ordinance and FEMA requirements have been satisfied to prevent flooding.

Kappelman Construction **February 1997 – June 2002**
1747 Turkey Trail
Auburn, AL 36830

President, Project Manager and Job Superintendent - As company owner I was responsible for planning, directing, coordinating, and budgeting a wide variety of construction projects, including the building of all types of residential, commercial structures. Managed all contracting needs for both owners and subcontractors. Project management also included coordination, management and monitoring of all construction staffing, including operational activities and responding to questions and inquiries from home owners, developers, contractors, engineering professionals, and appropriate City staff regarding construction projects and safety issues pertinent to the project.

Bailey Harris Construction **February 1992 – February 1997**
1552 Bailey Harris Drive
Auburn, AL 36830

Project Superintendent - Managed and built commercial projects from start to completion. Provided on-site coordination and supervision during all phases of construction activities. Directed all field personnel during construction to achieve completion of the project on schedule, within budget, with quality workmanship that conformed to the plans and specifications. Maintained construction schedule, identified and solved problems. Ordered materials and schedules inspections as necessary throughout the process. Understood and implemented plans and specifications needed for successful project completion. Maintained positive relationships with customers, contractors, suppliers and other employees. Prepared, scheduled and supervised completion of a final punch list. Promoted job site safety, encouraged safe work practices and rectified job site hazards immediately. Ensured all company employees and contractors adhered to established company, state, and regional construction safety policies.

Education:

Bachelor of Science, Major: Chemistry Auburn University, Auburn, AL.

Professional Affiliations:

- Serve as Chapter President of the South Alabama Code Officials Association from 2010 to present
- Serve as Treasurer of Region IX Board of Directors of the International Code Council
- Received Chapter of the Year award in 2011 from the Code Officials Association of Alabama
- Serve as board member of the Code Officials of Alabama from 2010 to present
- Serve on City of Opelika Safety Committee
- Serve on Opelika Main Street Façade Grant Committee
- Serve as Secretary of the City of Opelika Public Works Manual Board of Appeals
- Member of Alabama Floodplain Managers Association
- Member of the Lee County Hazard Mitigation Plan Committee
- Secretary of the Public Works Appeals Board for the City of Opelika

RESOLUTION NO. 16-105

WHEREAS, the City of Alexander City, Alabama, was funded for a 2015 grant from the Federal Aviation Administration (FAA 90%) the Alabama Department of Transportation (ALDOT 5%) and the City of Alexander City (City 5%) to construct a north parallel taxiway at the T.C. Russell Field Airport, and

WHEREAS, the City did contract with Gary Ingram Grading and Paving, Inc., for the construction of said project with a per unit contract, and

WHEREAS, final unit quantities put in place resulted in a net decrease from the original engineering estimate, resulting in a net decrease of $3,588.19, decreasing the original contract price from $961,699.15 to $958,110.96.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a Change Order # 4 to decrease the contract with Gary Ingram Grading and Paving, Inc. by the amount of $3,588.19.

ADOPTED this 8th day of September, 2016.

James D. Spann
President of the City Council

APPROVED this 8th day of September, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-105 which was duly adopted by the City Council on this 8th day of September, 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 8th day of September, 2016.

Harriett C Scott
As Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-106

WHEREAS, the City of Alexander City, Alabama, submitted a grant application to the Alabama Department of Environmental Services for funding to purchase recycling tilt trucks and roll carts to be used at Central Alabama Community College under the Alabama Solid Waste and Recyclable Materials Management Act of 2008, and

WHEREAS, the City has received notice of approval of said grant application in the amount of $4,855.45, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Mayor be and is hereby authorized to execute a grant agreement with the Alabama Department of Environmental Management in the amount of $4,855.45, for the purchase of the new equipment and materials.

ADOPTED this 8th day of September, 2016.

James D. Mann
President of the Council

APPROVED this 8th day of September, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Brandi Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-106which was adopted by the Council on the 8th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 8th day of September, 2016.

Brandi Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-107

WHEREAS, equipment number 395, a mower for the Property Maintenance Department is currently inoperable and in need of a new engine, and

WHEREAS, this mower is crucial in order to efficiently continue the daily operations of the Property Maintenance Department, and

WHEREAS, the original engine needed for the mower has been discontinued, and

WHEREAS, using a different replacement engine will cost an estimated $3,500.00, and require modifications to the mower that will void the warranty and cause liabilities, and

WHEREAS, the Automotive Maintenance Shop recommends the purchase of a new mower instead of using a different replacement engine, and

WHEREAS, Satterfield has provided a quote for an identical replacement mower, specifically

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the Purchasing Agent be and is hereby authorized to purchase said Scag Tiger Cat II with a 52" deck with 22 HP engine in the amount of $8,489.15, for the Property Maintenance Department.

BE IT FURTHER RESOLVED by the City Council of City of Alexander City, Alabama, that the 2015/2016 Capital Budget be and is hereby amended in the amount of $8,489.15, for the purchase of a replacement mower for the Property Maintenance Dment.

ADOPTED this 8th day of September, 2016.

James D. Shaw
President of the Council

APPROVED this 8th day of September, 2016.

Charles R. Shaw Sr.
Mayor

ATTEST:

Brenda C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-107 which was adopted by the Council on the 8th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 8th day of September, 2016.

Brenda C Scott
City Clerk of the
City of Alexander City, Alabama

SEAL

RESOLUTION NO. 16-110

WHEREAS, the following bids for annual bid for chemicals for the Water Treatment and Waste Water Treatment as per Requisition No. 16-08 were received, opened, read, and listed in the office of the City Clerk on Tuesday, August 16, 2016, at 2:00 p m as follows:

ITEM NUMBER	QUANTITY	DESCRIPTION
1.	55,000 gallons	Sodium Bisulfite
2.	200,000 gallons	Sodium Hypoclorite
3.	100-55 gal drums	Polymer Cat Floc
4.	600 Tons	Liquid Caustic Soda
5.	1,090 tons	Liquid Alum
6.	5 tons	Hydrofluosilicic Acid
7.	150-(55LB) pails	Potassium Permangant
8.	37 tons	Phospate 50/50

SEE ATTACHED SHEET FOR BIDS

and,

WHEREAS, it has been determined by the Purchasing Agent, the Superintendent of the Adams Water Treatment Plant and the Superintendent of the Sugar Creek Waste Water Treatment Plant that the lowest responsible bid meeting the required specification for the longest firm quote are as follows:

Allied Chemicals Items 12, &4
C&S Chemicals Item 5
CedarChem Item 3
Chemrite, Inc Item 7
Mosiac Crop Nutrition, LLC Item 6
Shannon Chemicals Item 8

NOW,THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the annual bid for chemicals for the water treatment plant and waste water plants as per Requisition No. 16-08 be and is hereby awarded as follows:

Allied Chemicals Items 1,2,& 4
Miami, FL
C&S Chemical Item 5
Marietta, GA
CedraChem Item 3
Cedratown, GA
Chemrite, Inc Item 7
Bufordm GA
Mosiac Global Sales Item 6
Lithia, FL
Shannon Chemicals Item 8
Zachary, IA

RESOLUTION NO. 16-110

PAGE NO. _____

ADOPTED this 8th day of September, 2016.

James D. Sharp
President of the Council

APPROVED this 8th day of September,2016.

Charles E. Shaw, Jr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The Undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-110 which was duly adopted by the City Council on this 6th day of September, 2016..

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 6th day of September,2016.

Harriett C. Scott
As Clerk of the
City of Alexander City,
Alabama

S E A L

RESOLUTION NO. 16-110A

WHEREAS, the City Council of Alexander City, Alabama did by Resolution #16-48, resolve to authorize the City Attorney to pursue the City of Childersburg for those costs as designated by Ala. Code Section 36-21-7 (1975, as amended) and Article 3 thereof expended by the City of Alexander City for minimum training of firefighters and paramedic personnel; and

WHEREAS, the City did file an action for reimbursement of the City's costs against the City of Childersburg; and

WHEREAS, the City of Childersburg has offered to pay to the City of Alexander City all costs due to the City of Alexander City under the applicable statutes;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that the City accept the payment in the amount of $11,957.18 by the City of Childersburg and does authorize the Mayor to execute a release as necessary to satisfy the claim and to dismiss the action filed by the City, styled City of Alexander City, Alabama v. City of Childersburg, Alabama, CV-2016-900056, Circuit Court of Tallapoosa County, Alabama, Alexander City Division; and

NOW THEREFORE, BE FURTHER IT RESOLVED by the City Council of the City of Alexander City, Alabama, that any amounts owed by the former employees not covered within the statutes as stated above, but authorized by Resolution No. 03-07 and other statutes be given to the City Attorney for collection.

ADOPTED this 8th day of September, 2016.

James D. Spann
President of the Council

APPROVED this 8th day of September, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:
Howard C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a correct, and complete copy of Resolution No. 16-110A which was duly adopted by the City Council on the 8th day of Sepetmber 2016.

WITNESS MY SIGNATURE, as Clerk of the City of Alexander City, Alabama, under the seal thereof, this 8th day of September 2016.

Howard C. Scott
As Clerk of the City of
Alexander City, Alabama

SEAL

RESOLUTION NO. 16-111

WHEREAS, the City of Alexander City, Alabama, had previously determined that Carlisle Road is a private street, and

WHEREAS, the City Engineer received a Travelway Acceptance Request from Ms. Kim Baker on behalf of the residents of Carlisle Road requesting that the private street be accepted by the City and made public, and

WHEREAS, the City of Alexander City, Alabama, has a Citizen Group Request for Acceptance of Travelway Policy in place that details several conditions that a private street must meet before it can be accepted by the City, and

WHEREAS, the City Engineer has reviewed the Travelway Acceptance Request for Carlisle Road and respectfully submits to the City Council of the City of Alexander City, Alabama, that the request be denied based on failure to provide any acceptable evidence that the City has considered the road public at any point in time, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Carlisle Road will not be accepted as a public street at this time because all of the conditions of the Travelway Acceptance Policy have not been met.

ADOPTED this 19th day of September, 2016.

James D. Sparr
President of the Council

APPROVED this 19th day of September, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-111which was adopted by the Council on the 19th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of September, 2016.

SEAL

Harriett C. Scott
As City Clerk of the
City of Alexander City. Alabama

RESOLUTION NO. 16-111

WHEREAS, the City of Alexander City, Alabama, had previously determined that Carlisle Road is a private street, and

WHEREAS, the City Engineer received a Travelway Acceptance Request from Ms. Kim Baker on behalf of the residents of Carlisle Road requesting that the private street be accepted by the City and made public, and

WHEREAS, the City of Alexander City, Alabama, has a Citizen Group Request for Acceptance of Travelway Policy in place that details several conditions that a private street must meet before it can be accepted by the City, and

WHEREAS, the City Engineer has reviewed the Travelway Acceptance Request for Carlisle Road and respectfully submits to the City Council of the City of Alexander City, Alabama, that the request be denied based on failure to provide any acceptable evidence that the City has considered the road public at any point in time, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexander City, Alabama, that Carlisle Road will not be accepted as a public street at this time because all of the conditions of the Travelway Acceptance Policy have not been met.

ADOPTED this 19th day of September, 2016.

James D. Sparr
President of the Council

APPROVED this 19th day of September, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:

Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Resolution No.** 16-111 which was adopted by the Council on the 19th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of September, 2016.

SEAL

Harriett C. Scott
As City Clerk of the
City of Alexander City. Alabama

RESOLUTION NO. 16-112

WHEREAS, the City of Alexander City, Alabama, has resolved to improve its city streets and roadways, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the city of Alexander City, Alabama, as follows:

1. That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

   The resurfacing of Lee Street from SR-38 (US280) to the Railroad Crossings and on Washington Street from the City Limits to the Railroad Crossings.
   Length-2.975 miles
   Project # ACOA61059-ATRIP(016); ATRIP# 62-05-12

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

ADOPTED this 19th day of September, 2016.

James D. Lamm
President of the Council

APPROVED this 19th day of September, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:
Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-112 which was adopted by the Council on the 19th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of September, 2016.

Harriett C. Scott
As City Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-112

WHEREAS, the City of Alexander City, Alabama, has resolved to improve its city streets and roadways, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the city of Alexander City, Alabama, as follows:

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   Length-2.975 miles
   Project # ACOA61059-ATRIP(016); ATRIP# 62-05-12

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

ADOPTED this 19th day of September, 2016.

James D. Lann
President of the Council

APPROVED this 19th day of September, 2016.

Charles R. Shaw Sr.
Mayor

ATTEST:
Harriett C Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-112 which was adopted by the Council on the 19th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of September, 2016.

Harriett C Scott
As City Clerk of the
City of Alexander City,
Alabama

SEAL

RESOLUTION NO. 16-112

WHEREAS, the City of Alexander City, Alabama, has resolved to improve its city streets and roadways, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the city of Alexander City, Alabama, as follows:

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   The resurfacing of Lee Street from SR-38 (US280) to the Railroad Crossings and on Washington Street from the City Limits to the Railroad Crossings.
   Length-2.975 miles
   Project # ACOA61059-ATRIP(016); ATRIP# 62-05-12

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

ADOPTED this 19th day of September, 2016.

James D. Lamm
President of the Council

APPROVED this 19th day of September, 2016.

Charles R. Shaw, Sr.
Mayor

ATTEST:
Harriett C. Scott
City Clerk

CERTIFICATION OF CITY CLERK

The undersigned, as Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of Resolution No. 16-112 which was adopted by the Council on the 19th day of September, 2016.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 19th day of September, 2016.

Harriett C. Scott
As City Clerk of the
City of Alexander City,
Alabama

SEAL

ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us

Robert Bentley
Governor

John R. Cooper
Transportation Director

September 12, 2016

The Honorable Charles Shaw
Mayor, City of Alexander City
P.O. Box 552
Alex City, Alabama 35011-0552

RE: ACOA61059-ATRP(016)
ATRIP 62-05-12
Tallapoosa County
City of Alexander City

Dear Mayor Shaw:

Attached is the **original** Agreement between the Alabama Department of Transportation and the City of Alexander City covering the listed project's financing costs for construction.

Please complete and return this **original** Agreement as soon as possible with all **signatures** and **seals** to minimize delay of further approval and distribution. Upon approval of all parties, a properly executed copy of this Agreement will be sent to you for your information and file.

- **PLEASE DO NOT EXECUTE THE FAXED COPY OF THE AGREEMENT!**

Sincerely,

Steven E. Walker, P.E.
State Innovative Programs Engineer

SEW:mk
Attachment(s)
cc: DeJarvis Leonard, P.E. (East Central Region Engineer)
Geneva Brown (Asst. Region Engineer)
Clay McBrien, P.E. (Ms. Melva Bradford)
File

AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

STATE OF ALABAMA
COUNTY OF TALLAPOOSA

THIS AGREEMENT is made and entered into this the 6 day of June ,2016 and between the **City of Alexander City, Alabama,** (hereinafter called the OWNER), and **Goodwyn, Mills and Cawood, Inc.** (hereinafter called the ENGINEER).

WITNESSETH:

WHEREAS, the OWNER has entered into an Agreement with the State of Alabama acting through the Alabama Department of transportation (ALDOT), AND WHEREAS, the PROJECT provides **ALDOT Project No. TAPAA – TA14 (927) – Broad Street Streetscape Improvements in the City of Alexander City, Alabama**
AND WHEREAS, DOT grant eligible activities include construction engineering activities and it has been agreed between the parties that the OWNER retain Goodwyn, Mills and Cawood, Inc. in the capacity of ENGINEER to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:
The ENGINEER will provide the following services to the OWNER:

A. *Construction Engineering*

After approval by the State of the plans, contract documents, and authorization to award to the lowest responsible bidder, the ENGINEER will perform the following services to assure the performance and completion of the work in accordance with the approved contract plans and specifications.

1. Make visits to the site at required intervals appropriate to the various stages of construction to inspect, as an experienced and qualified design professional, the progress and quality of the executed work of Contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall make comprehensive or continuous review or inspections to check quality and quantity of work. ENGINEER shall not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will be free from defects and will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, ENGINEER shall keep OWNER

informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

2. Perform all materials testing on the project including, but not limited to, subgrade density testing, concrete sampling and testing and asphalt testing. ENGINEER shall provide a technician to perform in place sampling of materials (soils / concrete / asphalt) as necessary and perform the required testing / analysis on the samples. All materials testing shall comply with the ALDOT Testing Manual and will be performed by certified technicians.
3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, and the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review)for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the contract Documents and, in connection therewith, prepare change orders as required, having authority, as Owner's Representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder; and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work, but Engineer shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
5. Based on Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payments will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated, that, to the best of Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the contract Documents, and to any qualifications stated in its recommendation) , and that payment of the amount recommended is due Contractor(s).
6. Conduct a final inspection to determine if the Project is substantially complete and to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that Engineer

may recommend, in writing, final payment to each Contractor and may give written notice to Owner and the contractor(s) that the work is acceptable (subject to any conditions therein expressed.

7. Engineer shall not be responsible for the acts and omissions of any Contractor or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. Engineer shall not be responsible for the adequacy of the contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE II: OBLIGATION OF THE OWNER TO ENGINEER:

In connection with this work, the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as-built drawings; (3) furnish any roadway, bridge, and utility drawings that may be available from the Alabama Department of Transportation.

ARTICLE III: TIME OF BEGINNING AND COMPLETION:

After approval of this agreement by the DOT, the OWNER will notify the ENGINEER to proceed with the professional services. The term of this contract is for one hundred & eighty (180) working days. Should this time be extended the ENGINEER will be entitled to additional compensation at the fee schedule outlined herein. In the event the OWNER with the approval of the state, deem it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

ARTICLE IV: PAYMENTS:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked be each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made of the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, state and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the

OWNER by the State for the project work. The actual cost for each phase of work accomplished will include: (1) All costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of the contract; (2) Salary additives, the ENGINEER's expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) Transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a releases to the OWNER of all claims and liability to the ENGINEER, it representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Construction Engineering & Inspection that will be reimbursable to the OWNER by ALDOT will not exceed **$81,550.00.** Any project costs above this amount will be the sole responsibility of the OWNER.

The hourly rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the OWNER.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

LABOR RATES RANGES FOR ENGINEERING & INSPECTION PERSONNEL:

Professional Civil Engineer	$28.00 / hr - $43.00 / hr
Project Manager	$21.00 / hr - $37.00 / hr
Senior Inspector	$17.00 / hr - $29.00 / hr
Level II Inspector	$13.00 / hr - $24.00 / hr
Level I Inspector	$12.00 / hr - $19.00 / hr
Professional Land Surveyor	$20.00 / hr - $37.00 / hr
Field Supervisor	$17.00 / hr - $29.00 / hr
Instrument Person	$13.00 / hr - $23.00 / hr
Target Person	$12.00 / hr - $19.00 / hr
Administrative Assistant	$10.00 / hr - $19.00 / hr

Current Audited Overhead Rate (1.6558)

Profit (10%)

Facilities Capitol Cost of Money (1.000%)

Mileage @ $0.565/mile

ARTICLE V: CONSTRUCTION COST ESTIMATE FOR PROJECT:
The estimated construction cost is in the amount of **$543,640.85** exclusive of engineering cost.

ARTICLE VI: OWNERSHIP OF ENGINEERING DOCUMENTS:
Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings, and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the CITY by the ENGINEER will bear thereon the endorsement of the ENGINEER.

ARTICLE VII: DELAYS AND EXTENSION:
In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

ARTICLE VIII: TERMINATION OR ABANDONMENT:
The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

As provided herein, the OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the CITY to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost to the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This proration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

ARTICLE IX: GENERAL COMPLIANCE WITH LAWS:

The OWNER will observe and comply with the provisions of all Federal, State, and Municipal laws and regulation as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The OWNER will procure and pay for all licenses and permits that are necessary for its performance of work.

ARTICLE X: EMPLOYMENT OF FEDERAL, STATE, COUNTY, OR CITY WORKERS:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any profession or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

ARTICLE XI. TERMS AND CONDITONS

1. If, through any cause, Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Engineer shall violate any of the convenants, agreements, or stipulations under this Contract, Owner shall thereupon have the right to terminate this Contract by giving written notice to Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Engineer under this Contract will, at the option of Owner, become its property and Engineer shall be entitled to receive just and equitable compensation for any

work satisfactorily completed hereunder.

2. Notwithstanding the above, Engineer shall not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of the Contract by Engineer, and Owner may withhold payments to Engineer for the purpose of set-off until such time as the exact amount of damages due Owner from Engineer is determined.
3. Owner may terminate this Contract by giving at least ten days notice, in writing, to Engineer. If the Contract is terminated by Owner, as provided herein, Engineer will be paid for the time provided and expenses incurred up to the termination date.
4. Owner, may from time to time, request changes in the scope of the services of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, which are mutually agreed upon by and between Owner and Engineer, shall be incorporated in written amendments to this Contract.
5. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by Engineer, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
6. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the State and consent of the Owner. In the event the Owner gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is cosigned, sublet, or transferred as fully and completely as the Engineer is hereby bound and obligated.
7. Engineer will not assign any interest on this Contract, and will not transfer any interest in the same without prior written consent of Owner thereto, provided, however, that claims for money by Engineer from Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Owner.
8. Engineer will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These written records will be made available for audit purposes to Owner or any other authorized Representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by Owner.
9. Engineer, at such times and in such forms as Owner may require, will furnish Owner such periodic reports as it may request pertaining to the work or services undertakes pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
10. All of the reports, information, data, etc. prepared or assembled by Engineer under this Contract are confidential and Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
11. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of Engineer.
12. To the fullest permitted by law, OWNER shall defend, indemnify, and hold harmless ENGINEER,

its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused on whole or in part by acts or omissions of OWNER, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

13. To the extent damages are covered by property insurance during construction, the OWNER and ENGINEER waive all rights against each other and against the agents, employees, consultants, and independent contractors of the other for damages, except such rights as they may have to the proceeds of such insurance. The OWNER or ENGINEER, as appropriate, shall require of the agents, employees, consultants, and independent contractors of any of them similar waivers in favor of the other parties enumerated herein.
14. Unless otherwise provided in this Contract, the ENGINEER and its agents, employees, consultants and independent contractors shall have no responsibility for the discovery, presence, handling, or removal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.
15. The agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and ENGINEER of this particular project.
16. The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the OWNER, for work performed under this agreement will be subject to the execution of an Agreement as might be applicable to this project, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

BY ENTERING THIS AGREEMENT WITH THE CITY OF ALEXANDER CITY AND IN PERFORMING ITS SERVICES HEREUNDER, GOODWIN, MILLS AND CAWOOD (GMC) ACKNOWLEDGES IT SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE MOST CURRENT STATEWIDE ALDOT/CE&I CONTRACT AND APPLICABLE PORTIONS THEREOF AND PERFORM ITS OBLIGATIONS TO ALDOT UNDER THAT CONTRACT. THE TERMS AND CONDITIONS OF THE ALDOT/CE&I CONTRACT THAT ARE APPLICABLE TO GMC ARE HEREBY MADE A PART OF THIS AGREEMENT BY REFERENCE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized representatives.

CITY OF ALEXANDER CITY, ALABAMA (OWNER) ATTEST (SEAL)

By: Charles R. Shaw, Sr. Harriett C. Scott
Honorable Charles R. Shaw, Sr. City Clerk

Its: Mayor

GOODWYN, MILLS & CAWOOD, INC (ENGINEER) WITNESS:

By: Keith Strickland Lauren Faulkner
Keith Strickland, P.E.

Its: Department Manager