

**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement Related to the American Recovery Plan Act Drinking Water/Wastewater Project to be Paid from an Alabama Department of Environmental Management Grant

**WHEREAS**, the Alabama Department of Environmental Management (ADEM) offered a grant to the City of Alexander City (City) in the amount of \$150,000.00; and

**WHEREAS**, said funds are to be paid from the American Recovery Plan Act (ARPA) Drinking Water/Wastewater Project; and

**WHEREAS**, said funds are required to be obligated by December 31, 2024 or be returned to ADEM; and

**WHEREAS**, the city will provide required in-kind services totaling \$52,500.00; and

**WHEREAS**, the city is planning to improve stormwater runoff of the municipal complex property; and

**WHEREAS**, the city wishes to enter into an agreement, as shown in Attachment A, with ADEM setting forth the terms and conditions governing the distribution of these funds and their use by the city.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alexander City, Alabama, hereby authorizes the mayor to enter into said agreement with the Alabama Department of Environmental Management and sign any and all documents related to this grant.

**ADOPTED THIS 1<sup>ST</sup> DAY OF APRIL, 2024.**

**FOR PUBLIC RELEASE**

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

**AUTHENTICATED THIS 1<sup>ST</sup> DAY OF APRIL, 2024.**

**FOR PUBLIC RELEASE**

By: Stephanie J. Southerland  
City Clerk

**APPROVED:**

**FOR PUBLIC RELEASE**

By: Curtis "Woody" Baird  
Mayor

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

Nays: None

**RESOLUTION BOOK 2024-30**



**Alabama Department of Environmental Management**  
[adem.alabama.gov](http://adem.alabama.gov)

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

September 29, 2023

Mr. Drew Meacham  
Engineer  
City of Alexander City  
281 James D. Nabors Drive  
Alexander City, Alabama 35010

**Re: American Recovery Plan Act (ARPA) Drinking Water/Wastewater Project Agreement  
City of Alexander City**

Dear Mr. Meacham:

Pursuant to Alabama Acts 2022-1 and/or 2023-1, the Alabama Department of Environmental Management (ADEM) is pleased to offer you a grant in the amount of \$150,000.00 for the City of Alexander City ARPA Stormwater Project project. The City of Alexander City proposes to replace the stormwater crossdrain and/or culvert.

Please keep in mind the following items and deadlines within the attached Agreement:

- The project funds must be obligated by December 31, 2024. Funds are obligated when a contract is in place to perform the work listed in the project scope. You must certify in writing to the Department the total of all project funds obligated for allowable costs as of December 31, 2024, and the amount of project funds that have not been obligated as of that date. Any unobligated amounts after December 31, 2024, shall be returned to ADEM.
- Any obligated project funds must be expended by December 31, 2026. Any funds not expended after that date, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement.
- Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the City of Alexander City and may be found in Attachment B of this agreement. No changes may be made to the scope of the project without written approval from ADEM.



The Department will approve disbursement for incurred eligible costs upon presentation of a valid request for payment with supporting invoices. Requests for disbursements are limited to no more than one per month. Upon receipt by ADEM of the signed agreement, a payment request form along with additional instructions will be sent to you to allow for request of reimbursement of funds.

Please sign two copies of the attached agreement at the indicated places, maintain a copy for yourself, and return the original document to ADEM at the following address:

Attention: Eric Reidy  
Permits and Services Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

Please note that the agreement must include a live signature and be returned by mail. Copies or electronic signatures will not be accepted and may delay reimbursement of funds. If you have any questions, please do not hesitate to contact Mr. Eric Reidy at (334) 271-7805 or [eric.reidy@adem.alabama.gov](mailto:eric.reidy@adem.alabama.gov).

Sincerely,

Russell A. Kelly, P.E., Chief  
Permits and Services Division

Cc: Juliette Waid, ADEM  
Brian Espy, ADEM  
Eric Reidy, ADEM

**American Recovery Plan Act (ARPA)  
Drinking Water / Wastewater Project Agreement**

**Recipient:** City of Alexander City

**AL Buys / STAARS Vendor Number:** VC000111309

**Responsible Person:** Drew Meacham, Engineer  
City of Alexander City

**Address:** 281 James D. Nabors Drive  
Alexander City, Alabama 35010

**Telephone:** 256-409-2020

**Contact Person:** ,  
City of Alexander City

**Address:** 281 James D. Nabors Drive  
Alexander City, Alabama 35010

**Telephone:** 256-409-2020

**Reimbursements should be made payable to:**

City of Alexander City  
Attention:

**Reimbursements mailed to this address:**

281 James D Nabors Drive City of Alexander City Alabama 35010

**Project Period:** September 1, 2023 to December 31, 2026

**Amount Awarded:** \$ 150,000.00

The Alabama Department of Environmental Management (“ADEM”) will administer the grant programs to support water and sewer infrastructure projects as outlined in Alabama Acts 2022-1 and/or 2023-1 and as described in this Agreement (the "Agreement"). The Project is described in more detail in Attachment A which is incorporated into this Agreement by reference. The parties acknowledge and agree that the Project Funds may be used in conjunction with other federal or state funding sources; if such is allowed by the Final Rule (Final Rule published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338) and any other governing law or rules applicable to the use of Funds. ADEM will be the administrative agency responsible for the implementation and for the distribution of said Funds to be distributed to and for the benefit of all Alabama qualifying public water and sewer systems for the purpose of improving access to drinking water and sewer

infrastructure projects and the economic impact thereof. The Funds must be used in accordance with the American Recovery Plan Act (hereinafter defined), the Final Rule, Alabama Acts 2022-1 and/or 2023-1, any other governing laws, rules or regulations and all applicable policies and procedures for the purposes described in this Agreement. The Project Funds must be obligated by December 31, 2024 and expended by December 31, 2026. The Recipient shall certify in writing to ADEM the total of all Project Funds obligated for Allowable Costs (hereinafter defined) for qualifying projects as of December 31, 2024, and the amount of Project Funds that have not been so obligated and, further, the Recipient shall immediately return any such unobligated amount to ADEM. Any Project Funds not spent after December 31, 2026, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement and shall be returned by the Recipient to the U.S Department of Treasury or as otherwise required by Federal Law.

The Recipient needs to be aware that if this Project is not projected to meet the statutory deadlines, the unused funds will be redirected to critical need projects that meet the deadlines. By **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

A maximum of \$ 150,000.00 inclusive of all costs will be granted for this Project to the City of Alexander City (hereinafter referred to as the Recipient) by ADEM (hereinafter referred to as ADEM). Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Recipient and may be found as Attachment B of this Agreement.

#### **DEFINITIONS:**

For the purpose of this agreement;

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

"**Allowable Costs**" means such costs that are eligible to be paid with proceeds of this Grant, and such costs are defined in the ADEM regulations.

"**American Rescue Plan Act of 2021**" (ARPA) Public Law No. 117-2, 135 Stat. 4.

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

"**Grant**" is this signed agreement between the Alabama Department of Environmental Management and the City of Alexander City.

"**Grant Amount**" means the sum of one hundred fifty thousand dollars (150,000.00).

"**Grant Application**" means, collectively, the application and supporting documents submitted by the City of Alexander City to ADEM on June 29, 2023.

"**Project**" means the City of Alexander City ARPA Stormwater Project as described below and more fully described in Attachment A hereto.

"**Project Fund**" means the fund established by ADEM into which the Grant Amount will be deposited and from which the ADEM will make Disbursements to or on behalf of the Recipient.

"**Project Funds**" means the amount deposited into the Project Fund for Disbursement to or on behalf of the Recipient.

"**Recipient**" means the City of Alexander City, a domestic non-profit corporation under the laws of the State of Alabama.

**GENERAL REQUIREMENTS**

The Recipient is responsible for completion of the activities in the Grant Application that was submitted by the Recipient, except as modified and superseded by this Agreement.

**SPECIAL REQUIREMENTS OF RECIPIENT**

The recipient is responsible for developing and implementing a fiscal sustainability plan (FSP) as required by the Federal Water Pollution Control Act (FWPCA) Section 603(d)(1)(E). The recipient must certify that an FSP has been developed and implemented to the standards required by ADEM prior to receiving disbursement of project funds.

**GENERAL PROJECT SUMMARY**

The City of Alexander City proposes to replace the stormwater crossdrain and/or culvert.

**BUDGET AND EXPENDITURES**

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

**Itemized Budget**

<b>Item</b>	<b>Total price</b>
ARPA Stormwater Amount	\$ 150,000.00
Minimum Match Required	\$ 52,500.00
<b>TOTAL</b>	<b>\$ 202,500.00</b>

**REIMBURSEMENT**

To receive reimbursement, the Recipient shall submit records, to include bid documents, receipts and invoices, to ADEM. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this Agreement without prior written approval may be determined to be ineligible for reimbursement in the sole discretion of ADEM. All requests for reimbursement must be made within forty-five (45) days from the end of the term of this Agreement. ADEM, at its sole discretion, may request additional justification or documentation relating to any request for reimbursement or other payment of Funds to the Recipient.

### **REVENUE DISBURSEMENT**

ADEM shall make disbursements or authorize disbursements to be made to or on behalf of the Recipient only against incurred Allowable Costs (hereinafter defined) for the Project to the extent of the amount granted under this Agreement. The Recipient understands, acknowledges and agrees that in certain instances funds may be deemed unpayable upon certain events as described in this Agreement.

- (a) For the purposes of making requests for Disbursements and representing the Recipient in all administrative matters pertaining to administration of this Agreement, the Recipient shall designate a single officer or employee as the responsible person. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. A request to change the responsible person shall be designated in writing by the Recipient before it may request additional disbursements, and shall be subject to approval by ADEM.
- (b) Requests for Disbursements may be made only after the Recipient has incurred the costs for which the Disbursements is requested.
- (c) Request for Disbursements shall be made on the forms approved by ADEM unless ADEM otherwise directs, and shall be accompanied by such invoices and other proofs as ADEM may reasonably require.
- (d) Requests for Disbursements shall be as needed under the Recipient's program draw budget, but limited to no more than one per month.
- (e) Unused funds will be withdrawn if the following deadlines are not met; by **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

### **ALLOWABLE COSTS**

Expenditures shall be limited to the costs permitted for use of ARPA funds per federal guidelines and ADEM state revolving fund program guidelines ("Allowable Costs"). The Recipient shall not be entitled to any Funds in excess of actual Allowable Costs for the Project.

## **RETENTION OF DOCUMENTS**

ADEM personnel will monitor the implementation and timeline of activities covered under this Agreement. All documents related to this Agreement including bids, requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with ADEM associated with this Agreement must be kept updated and readily accessible to ADEM staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of invoices shall also be submitted to ADEM prior to reimbursement.

## **FAILURE TO COMPLY**

ADEM may terminate the grant herein provided, in whole or in part, and demand refund of Project Funds when there is substantial non-compliance with the terms of the award or this Agreement, a determination is made by ADEM that the Grant was obtained by fraudulent means, ADEM has found that Project Funds have been used for costs other than Allowable Costs for the Project, or a determination is made by ADEM that gross abuse or corrupt practices have been used in the administration of the Project by the Recipient. ADEM shall give written notice to the Recipient (via certified mail, return receipt requested) of its intent to terminate any portion of the grant of Funds herein made, in whole or in part, at least 30 days prior to the intended date of termination. ADEM shall afford the Recipient an opportunity, within a timeframe determined by ADEM, for consultation with ADEM prior to the effective date of such termination. After such opportunity for consultation, ADEM may, in writing (via certified mail, return receipt requested) elect to terminate the grant of Project Funds hereunder in whole or in part, in which case the Recipient shall be obligated to return any such Project Funds previously paid to Recipient. Such action may also result in ADEM declaring the Recipient ineligible for further participation in the program until the Recipient complies with the terms of the Agreement.

## **AMENDMENTS**

Any amendments or modifications to this Agreement must be submitted in writing by the listed responsible person and be approved by ADEM in writing before becoming effective. All amendments shall be signed by both parties and shall be as if incorporated herein.

## **MISCELLANEOUS PROVISIONS**



- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
- B. By signing this agreement, the 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.



- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, Alabama Department of Finance (DOF) provides the following information to ADEM: this award is provided to ADEM through a grant to the State of Alabama in the amount of \$2,120,279,417 from the U.S. Treasury via Section 602 of the Social Security Act (42 U.S.C. 301 et seq.), known as the American Rescue Plan Act ("ARPA"), as created by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021) under Federal Award Identification Number SLFRP2635 Coronavirus State and Local Fiscal Recovery Fund (FRF) for the period March 3, 2021 to December 31, 2024, CFDA number 21.027. This award is provided in accordance with the requirements set forth in the ARPA and other applicable federal and state law and policy, and Recipient affirms that all information it has provided to DOF relating to this subaward is true and accurate. This award does not include research and development. The parties acknowledge and understand that each subrecipient of FRF funds will be evaluated in accordance with Code of Federal Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award. Further, each recipient and subrecipient's activities will be monitored as necessary to ensure that the award is used for authorized purposes, in compliance with law, and that performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.
- E. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that they are responsible for complying with all federal requirements applicable to this award, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements.
- F. The parties acknowledge and agree that any subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

- G. No officer, member or employee of ADEM, no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
- H. The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADEM.
- I. Any reports, information, data, etc., given to or prepared or assembled by the Recipient under this Agreement which ADEM requests to be kept as confidential shall not be made available to any individual or organization by the Recipient without the prior written approval of ADEM, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.
- J. No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.
- K. The Recipient agrees to abide by the State of Alabama requirements for audits and access of records. The Recipient agrees that the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Recipient involving this Agreement. The Recipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Recipient involving transaction related to this Agreement upon written request from ADEM.
- L. The Recipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.
- M. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury."

- O. The recipient must construct a project sign that meets the following requirements:
- (a) Sign is to be constructed of ½” MDO plywood or similar material, 4’ x 8’.
  - (b) Paint with two (2) coats of enamel paint (or equivalent) prior to lettering.
  - (c) Background color white, lettering black.
  - (d) Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
  - (e) Sign shall be attached to 4” x 4” x 8’ treated posts.
  - (f) Sign shall be placed in prominent location near the project area, easily readable from existing street or roadway.
  - (g) Sign shall be maintained in good condition until completion of project.
  - (h) Sign shall follow the format below and include the following information only:

 <p><b>ADEM</b> Alabama Department of Environmental Management</p>	<p>STATE OF ALABAMA Honorable (Name), Governor</p> <p>ALABAMA AMERICAN RECOVERY PLAN ACT (ARPA) DRINKING WATER / WASTEWATER PROJECT INFRASTRUCTURE</p> <p>(NAME OF OWNER) <b>(NAME OF PROJECT)</b></p> <p>\$(amount) ARPA Funds \$(amount) State Revolving Fund Loan (if applicable)</p> <p>(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER</p> <p>ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY</p>	
--	---	--

City of Alexander City

**FOR PUBLIC RELEASE FOR PUBLIC RELEASE**

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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

\_\_\_\_\_ Date Signed

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

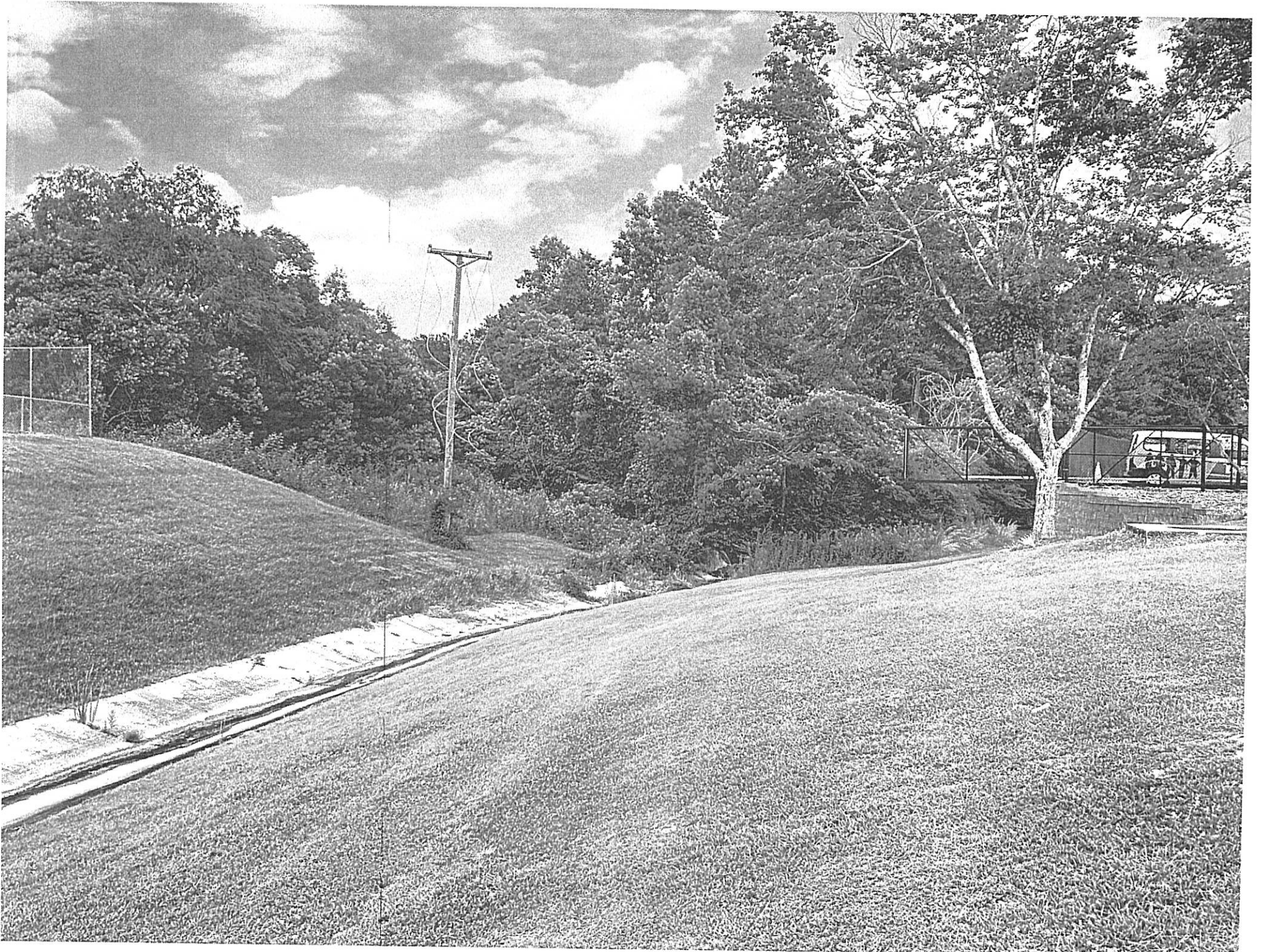
**ATTACHMENT A: APPROVED PRELIMINARY ENGINEERING REPORT**

**ATTACHMENT B: PROJECT BUDGET**























Proposed location for retention area based off of existing contours

Proposed sidewalk crossing to provide additional parking for the soccer complex

proposed top of dam/ berm elevation 654

24" RCP

Headwall

James D. Nabors Dr

Outlet Control Structure discharge elevation- 649

30" RCP

slope varies per existing conditions

Rip Rap spillway and flume



# StreamStats Report

**Region ID:** AL  
**Workspace ID:** AL20230627140723801000  
**Clicked Point (Latitude, Longitude):** 32.92162, -85.95821  
**Time:** 2023-06-27 09:05:57 -0500



Collapse All

## ➤ Basin Characteristics

OVERALL AREA FLOWING UNDER US 280  
 © SUGAR CREEK

Parameter Code	Parameter Description	Value	Unit
CONDA	Area that contributes flow to a point on a stream	1.624	square miles
DRNAREA	Area that drains to a point on a stream	1.62	square miles

**USGS Data Disclaimer:** Unless otherwise stated, all data, metadata and related materials are considered to satisfy the quality standards relative to the purpose for which the data were collected. Although these data and associated metadata have been reviewed for accuracy and completeness and approved for release by the U.S. Geological Survey (USGS), no warranty expressed or implied is made regarding the display or utility of the data for other purposes, nor on all computer systems, nor shall the act of distribution constitute any such warranty.

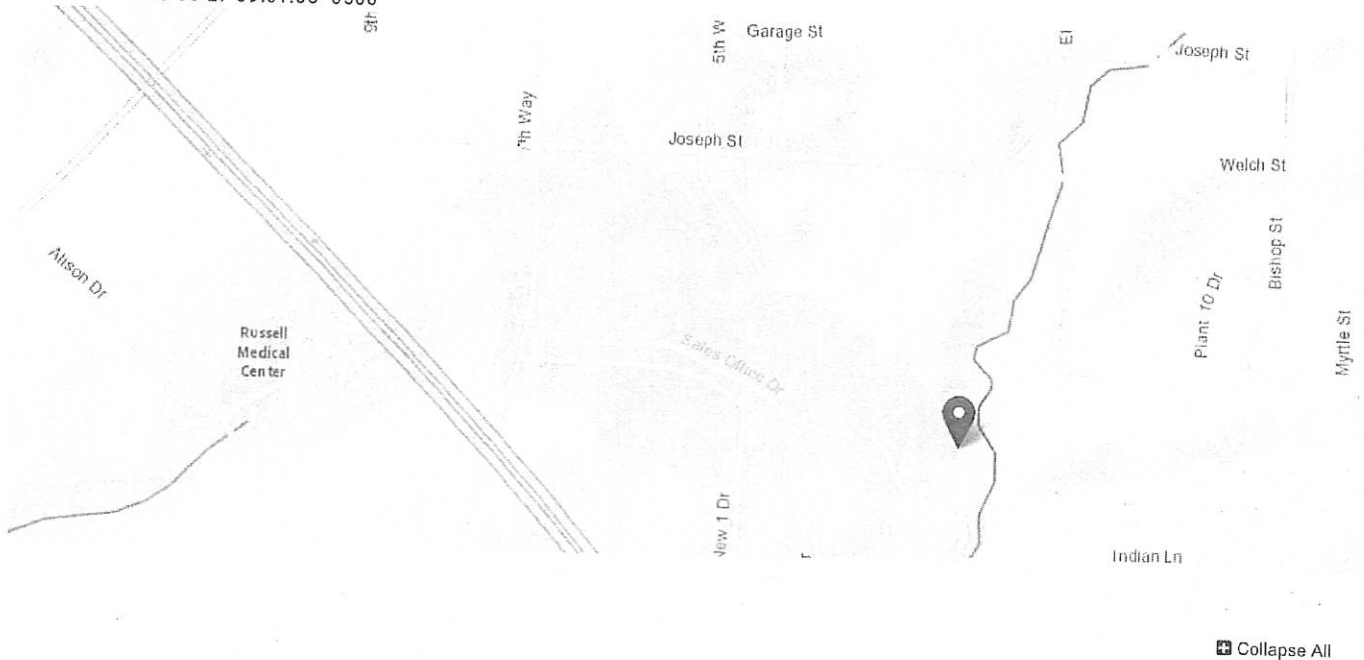
**USGS Software Disclaimer:** This software has been approved for release by the U.S. Geological Survey (USGS). Although the software has been subjected to rigorous review, the USGS reserves the right to update the software as needed pursuant to further analysis and review. No warranty, expressed or implied, is made by the USGS or the U.S. Government as to the functionality of the software and related material nor shall the fact of release constitute any such warranty. Furthermore, the software is released on condition that neither the USGS nor the U.S. Government shall be held liable for any damages resulting from its authorized or unauthorized use.

**USGS Product Names Disclaimer:** Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

Application Version: 4.16.0  
 StreamStats Services Version: 1.2.22  
 NSS Services Version: 2.2.1

# StreamStats Report

Region ID: AL  
 Workspace ID: AL20230627140232325000  
 Clicked Point (Latitude, Longitude): 32.92900, -85.95830  
 Time: 2023-06-27 09:01:05 -0500



## > Basin Characteristics

Parameter Code	Parameter Description
CONTDA	Area that contributes flow to a point on a stream
DRNAREA	Area that drains to a point on a stream

### AREA RETAINED BY PROPOSED STRUCTURE

Value	Unit
0.094	square miles
0.0941	square miles

USGS Data Disclaimer: Unless otherwise stated, all data, metadata and related materials are considered to satisfy the quality standards relative to the purpose for which the data were collected. Although these data and associated metadata have been reviewed for accuracy and completeness and approved for release by the U.S. Geological Survey (USGS), no warranty expressed or implied is made regarding the display or utility of the data for other purposes, nor on all computer systems, nor shall the act of distribution constitute any such warranty.

USGS Software Disclaimer: This software has been approved for release by the U.S. Geological Survey (USGS). Although the software has been subjected to rigorous review, the USGS reserves the right to update the software as needed pursuant to further analysis and review. No warranty, expressed or implied, is made by the USGS or the U.S. Government as to the functionality of the software and related material nor shall the fact of release constitute any such warranty. Furthermore, the software is released on condition that neither the USGS nor the U.S. Government shall be held liable for any damages resulting from its authorized or unauthorized use.

USGS Product Names Disclaimer: Any use of trade, firm, or product names is for descriptive purposes only and does not imply endorsement by the U.S. Government.

Application Version: 4.16.0  
 StreamStats Services Version: 1.2.22  
 NSS Services Version: 2.2.1

Alexander City Stormwater Retention Pond

Procured Materials				
#	Units	Description	Unit rate	Subtotal
13	8ft section	30" RCP	\$703.09	\$9,140.17
1	8ft section	24" RCP	\$492.23	\$492.23
2	each	headwall	\$1,214.29	\$2,428.58
1	each	outlet control structure with riser	\$8,990.00	\$8,990.00
80	lump sum	Sidewalk and labor	\$6,000.00	\$6,000.00
20	lin ft	Hand rail	\$100.00	\$2,000.00
111	sq yd	Gerofabric	\$18.00	\$1,998.00
30	tons	Rip Rap	\$1,000.00	\$30,000.00
1	lump sum	Hydroseed	\$5,000.00	\$5,000.00
7	tons	57 Stone	\$850.00	\$5,950.00
<b>Material Total</b>				<b>\$62,858.81</b>
In-kind Materials				
#	Units	Description	Unit rate	Subtotal
175	cu yd	Borrow	\$250.00	\$43,750.00
Force Account Equipment				
#	Hrs	Description	Unit rate	Subtotal
1	100	Bulldozer	\$152.20	\$15,220.00
1	100	Roller/ sheep foot	\$25.34	\$2,534.00
1	60	Skid Steer	\$38.75	\$2,325.00
1	80	Mini Ex	\$57.67	\$4,613.60
1	80	Excavator	\$160.00	\$12,800.00
2	20	Brush Truck	\$48.23	\$1,929.20
4	100	Dump Trucks	\$132.00	\$52,800.00
<b>Equipment Total</b>				<b>\$92,221.80</b>
Force Account Labor				
#	Hrs	Description	Unit Rate	Subtotal
8	80	Laborers	\$15.00	\$9,600.00
2	80	Superintendents	\$30.00	\$4,800.00
4	20	Other dept help	\$20.00	\$1,600.00
<b>Labor Total</b>				<b>\$16,000.00</b>
<b>Total Project Cost</b>				<b>\$214,830.61</b>
ARPA Clean water req.				\$150,000.00
City Contribution				\$64,830.61

Project Name	Municipal Complex Retention area
Assistance Amount Requested	\$ 150,000
Date Submitted	6/29/23



Submit Complete Preapplication to:	
Preferred method <b>By email:</b>	srf@adem.alabama.gov
By overnight mail:	1400 Coliseum Boulevard Montgomery, Alabama 36110-2400 (334) 271-7714
By mail:	SRF Section Alabama Department of Environmental Management Post Office Box 301463 Montgomery, Alabama 36130-1463

### Section 1: Contact Information

#### Loan Applicant

Applicant Name	City of Alexander City		
Authorized Representative <small>(Signatory of Loan Agreement)</small>	Woody Baird	Title of Authorized Representative	Mayor
Email Address	woody.baird@alexandercityal.gov	Telephone Number	256-329-6701
Contact Person <small>(Daily SRF Communications)</small>	Drew Meacham	Title of Contact Person	City Engineer
Email Address	drew.meacham@alexandercityal.gov	Telephone Number	256-409-2020
Mailing Address	281 James D. Nabors Dr.	City, Zip Code	Alexander City, AL 35010
County	Tallapoosa	UEI Number	124100574
Fax Number		PWSID Number	AL0001265
AL House District(s)	81	AL Senate District(s)	27
NPDES Permit Number of Facility (if applicable)	AL0048861	Population of System	14,317
Names and 12-digit HUC Codes of Watersheds Impacted			

#### Project Engineer:

Firm Name	City of Alexander City
Address	281 James D. Nabors Drive
City, State, Zip code	Alexander City AL, 35010
Engineer Name	Drew Meacham
Telephone Number	256 409 2020
Email Address	Drew.meacham @ Alexander city AL.gov
Fax Number	

**Section 2: Project Information**

For the following questions, please attach additional pages if adequate space is not provided on this form:

1. List all other funding sources to be utilized to complete this project.

Other Funding Source(s)	Amount(s)	Commitment Date

2. Provide demographic information about the affected community

Community is defined as the township or county that best represents the system. Please identify what community is being used.

Median Household Income		Source/Date:	
Unemployment Rate		Source/Date:	
Population Trend Over 10 Years (+%)		Source/Date:	
Community			

**Priority Ranking System**

The following factors are used to rank the proposed project, and will ultimately determine if it falls in the fundable portion of the priority list. The applicant must provide documentation where required in order to receive credit.

\*Any ranking criteria that cannot be verified through supporting documentation by the Department will be awarded zero points.

**A. Enforcement and Compliance Rating Criteria (Maximum: 50 points) \***

Ranking Criteria	Point Value
1 Facility is under formal enforcement action by ADEM and is currently in significant non-compliance. The project will bring the facility into compliance. (A copy of the enforcement order must be attached)	50 <input type="checkbox"/>
2 Project is a voluntary effort to resolve violations and will mitigate the issuance of a formal enforcement action.	40 <input checked="" type="checkbox"/>
3 The facility is currently in compliance with permit limits, but will fall out of compliance without the proposed project.	25 <input type="checkbox"/>

**B. Water Quality Improvement Criteria (Maximum: 135 points) \***

Ranking Criteria		Point Value
1	Project will significantly address water quality standards in a water body that: a) Has an approved TMDL b) Is subject to a draft TMDL, dated 0-2 years from present c) Is subject to a draft TMDL, dated 3-5 years from present d) Is subject to a draft TMDL, dated 6-10 years from present	25 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project will implement TMDL(s) for: a) Pathogens (i.e., fecal coliform/E. coli) b) Mercury c) Nutrients (i.e., phosphorous, nitrogen) d) Organic Enrichment/Dissolved Oxygen e) Ammonia (toxicity) f) Siltation (sediment)	5 <input type="checkbox"/> 15 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 15 <input type="checkbox"/>
3	a) Project will benefit a Category 5 or Category 4 listed water body. a) Project takes place in an EPA-identified priority watershed and reduces/eliminates one or more sources of impairments (point and nonpoint source). b) Project will improve water quality in an Outstanding Alabama Water (OAW). c) Project will improve water quality in an Outstanding National Resource Water (ONRW).	5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Project will upgrade or replace existing failing or inadequate decentralized wastewater treatment systems, or construct septage treatment facilities that are crucial to the proper operation of decentralized wastewater treatment systems.	10 <input type="checkbox"/>
5	Project will protect a public drinking water source from contamination that will negatively impact public health.	15 <input type="checkbox"/>
6	Project will implement a National Estuary Program Comprehensive Conservation Management Plan	10 <input type="checkbox"/>

**C. Water/Energy Efficiency Rating (Maximum: 65 points) \***

Ranking Criteria		Point Value
1	Project incorporates energy efficient design considerations with established objectives and targets for energy reduction opportunities, performed energy audits or developed energy conservation plans.	5 <input type="checkbox"/>
2	Project uses renewable energy to provide power to a POTW.	10 <input type="checkbox"/>
3	Project implements upgrades to pumps and treatment processes which result in: a) 20 percent or greater reduction in energy consumption at a POTW. b) Less than a 20 percent reduction in energy consumption at a POTW.	10 <input type="checkbox"/> 5 <input type="checkbox"/>
4	Infiltration/Inflow correction projects that save energy from pumping and result in reduced treatment costs, and I/I projects in cases where excessive groundwater infiltration is contaminating the influent.	10 <input type="checkbox"/>
5	Projects that incorporate recycling and/or reuse of gray water or wastewater.	20 <input type="checkbox"/>
6	Production of treated effluent for groundwater recharge, industrial operations, or agricultural purposes.	5 <input type="checkbox"/>

**D. Stormwater Management Criteria (Maximum: 50 points)**

Ranking Criteria		Point Value
1	Project will implement stormwater harvesting and reuse.	10 <input checked="" type="checkbox"/>
2	Project incorporates wet weather management systems including: permeable pavement, bioretention, tree plantings, green roofs, rain gardens and other practices that can be designed to mimic natural hydrology and reduce effective imperviousness.	10 <input checked="" type="checkbox"/>
3	Project will create riparian buffers, floodplains, vegetated buffers and additional <u>streambank restoration</u> methods.	10 <input checked="" type="checkbox"/>
4	Project supports wetland protection or restoration, including constructed wetlands.	10 <input type="checkbox"/>
5	Downspout disconnection to remove stormwater from sanitary sewers and manage runoff onsite.	5 <input type="checkbox"/>
6	Project incorporates green streets for new development, redevelopment or retrofits.	5 <input type="checkbox"/>

**E. Agricultural and Nonpoint Source Pollution Criteria (Maximum: 35 points)**

Ranking Criteria		Point Value
1	Project addresses water quality impacts associated with farming operations by: <ul style="list-style-type: none"> <li>a) Implementing water-saving irrigation systems in farms currently using inefficient watering systems.</li> <li>b) Implementing methods to reduce soil and stream bank erosion.</li> <li>c) Utilizing BMPs including no-till farming practices, rotational grazing, cropland conversion and winter cover crops.</li> <li>d) Utilizing alternative watering sources including effluent or grey water reuse.</li> </ul>	5 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/> 10 <input type="checkbox"/>
2	Project addresses water quality impacts associated with animal feeding operations by: <ul style="list-style-type: none"> <li>a) Developing a Nutrient Management Plan.</li> <li>b) Establishing heavy use protection areas.</li> <li>c) Implementing onsite waste management systems for manure and poultry litter; including recycling, spreading, and storage systems, and digester gas technologies.</li> <li>d) Utilizing dead bird composters and/or incinerators.</li> <li>e) Implementing BMPs (including exclusion fencing and stream crossings).</li> </ul>	10 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>

**F. Sustainability Criteria (90 possible bonus points) \***

Ranking Criteria		Point Value
1	Project incorporates one or more of the following planning methodologies: <ul style="list-style-type: none"> <li>a) Comprehensive Land Use Plan (must designate areas where public infrastructure will and will not be supported)</li> <li>b) Asset Management Plan</li> <li>c) Watershed Management Plan</li> <li>d) Nutrient Management Plan</li> <li>e) Nutrient Trading</li> <li>f) Open Space Preservation</li> <li>g) Integrated Water Resource Plan that stresses water efficiency, reuse and conservation</li> </ul>	5 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
2	Project includes one or several of the following design considerations: <ul style="list-style-type: none"> <li>a) Site fingerprinting for minimized landscape disturbance and sustainable landscape design.</li> <li>b) LEED certified or other ADEM-approved green building techniques for POTWs.</li> <li>c) Minimizes the environmental and water quality impact of construction through the use of clean fuel construction vehicles, construction waste reduction and other innovative methodologies.</li> <li>d) Project envelope is located in a previously developed area.</li> <li>e) Use of environmentally friendly post-consumer recycled or reclaimed materials.</li> </ul>	5 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5 <input type="checkbox"/>
3	Project implements at least one of the following construction methods: <ul style="list-style-type: none"> <li>• Innovative erosion control practices;</li> <li>• Protection of onsite trees, vegetation, native habitats and urban forests; or</li> <li>• Replanting of disturbed areas with native plant species.</li> </ul>	5 <input checked="" type="checkbox"/>
4	Project will utilize one or more of the following water conservation strategies: <ul style="list-style-type: none"> <li>a) Development of a water conservation program.</li> <li>b) Incorporates sustainable water pricing practices and rate structures.</li> <li>c) Completion of EPA's Water Quality Scorecard (see <a href="http://www.epa.gov/smartgrowth/water_scorecard.htm">http://www.epa.gov/smartgrowth/water_scorecard.htm</a>).</li> </ul>	5 <input type="checkbox"/> 10 <input type="checkbox"/> 5 <input type="checkbox"/>

**G. Growth Criteria (50 possible bonus points)**

Ranking Criteria		Point Value
1	Project includes a significant growth component. (See PER instructions)	0 <input type="checkbox"/>
2	Project does not include a significant growth component. (See PER instructions)	50 <input checked="" type="checkbox"/>

Sum the points from each category below.

Part A: Enforcement and Compliance (50 points maximum)	0	40
Part B: Water Quality (135 points maximum)	0	0
Part C: Water/Energy Efficiency (65 points maximum)	0	0
Part D: Stormwater Management (50 points maximum)	0	30
Part E: Agricultural/Non-Point Source (35 points maximum)	0	0
Part F: Sustainability (90 bonus points maximum)	0	35
Part G: Growth (50 bonus points maximum)	0	50
TOTAL POINTS CLAIMED:	0	155

This form should be signed by the official who is authorized to execute contracts on behalf of the applicant jurisdiction. **ONE SIGNED COPY (including attachments)** should be emailed to the address shown on Page 1 of this form.

Attachments to be included with this form:

1. Preliminary Engineering Report (PER Outline PER Format Below (Preferred))
2. Copies of last three (3) years of audited financial statements (if available)

Preliminary Engineering Report Outline:

1. Description of Project
  - a. Brief description and background of project ✓
  - b. Purpose of project ✓
  - c. Location of project ✓
  - d. Project Scope ✓
  - e. Average annual household water bill —
  - f. Population and median household income —
2. Proposed Improvements
  - a. System connections and connections that benefit from construction
  - b. System plan for water conservation
  - c. Proposed operation and management ✓
  - d. Improvements to system ✓
3. Project Maps
  - a. Include all affected water bodies ✓
4. Projected Outlay Schedule
5. Cost Breakdown
  - a. Estimated cost outline for entire project ✓
6. Supporting Documentation\* for priority points claimed, as required above. Any points claimed that cannot be readily substantiated from the information submitted will not be counted. The Department reserves the right to make the final determination of all points awarded.
- Growth Criteria: If the project includes any of the following components, enter a point value of 0:
  - a. New (not a replacement) wastewater treatment plant (excluding decentralized systems).
  - b. Upgraded/expanded/replacement wastewater treatment plant where the purpose of the project is to increase the design flow or projects where the design flow of the facility incidentally increases by more than 20%.
  - c. Collection system improvements that increase design flow (excluding rehabilitation projects where the original design flow is restored).
  - d. New or expanded collection systems.
  - e. Any POTW project that serves future growth.

If none of the criteria above apply, the project will be awarded points as shown.

The undersigned representative of the applicant certifies that the information in the application and in the attached statements and exhibits is true, correct and complete to the best of the applicant's knowledge, information and belief.

<b>FOR PUBLIC RELEASE</b>		Signature or Type Name	
		JREW MEACHAM	
Title	Date		
CITY ENGINEER	06/28/23		



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



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

281 James D. Nabors Drive • Alexander City • Alabama 35010 • (256) 329-6700  
[www.alexandercityal.gov](http://www.alexandercityal.gov)

Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

ATTN: SRF Section / [rebuild@alabamacounties.org](mailto:rebuild@alabamacounties.org)

RE: AL ARPA SRF Stormwater program- ADEM Clean Water State Revolving Fund Preapplication.

Dear Sir or Madam:

Please see attached, *our application for the ARPA Clean Water State Revolving Fund for fiscal year 2024*. This application is for proposed stormwater management improvements.

The objective of this project is to reduce the risk of downstream flooding and to help maintain the streambanks of Sugar Creek by *controlling the release of storm water from the city Municipal Complex* and upstream areas within the drainage basin. Sugar Creek crosses underneath US 280 shortly downstream of the Municipal Complex and often floods the highway in heavy rain events creating a public safety concern. *By creating a retention pond upstream we hope to reduce the volume of storm water at US 280 during heavy rain events.* Additionally, the new dam can provide an accessible pedestrian route from the municipal complex parking lot to the city's youth soccer fields.

The scope of the project entails the creation of a retention pond in a natural basin on city property and the building of an ADA complaint walk way across the constructed dam. Constructing the retention pond will be completed by *city forces utilizing borrow material contributed by the city for the pond dam.* Concrete inlet and controlled release structures will be sourced and installed by city forces. Geotextile fabric, rip rap, stone, and vegetation will be placed by city forces to complete the pond and prevent *erosion of the dam and spillway.* Construction of the ADA compliant sidewalk over the dam will be completed by contract.

All supporting documentation is attached including, preliminary drawings, an overview of the topography, photos of the proposed retention area, *drainage basin delineation, photos of past flooding on HWY 280 and Airport Drive,* and an overall project cost estimate.

Thank you for taking the time to review this application, please reach out to me to discuss our project in further detail.

Drew Meacham P.E.  
Director of Public Works / City Engineer  
256-409-2020 Ext. 5

**State of Alabama  
Alabama Department of Environmental Management  
Clean Water State Revolving Fund (CWSRF) Loan Program**



SRF Section  
Permits and Services Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

(334) 271-7714  
srf@adem.alabama.gov

## CWSRF Loan Application



Clean Water  
State Revolving Fund

Applicant: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Number: \_\_\_\_\_

Notes:

1. Submit loan application with attachments electronically (preferred) or by mail to the address above. Original signatures and notary seals should be included in the application.

**Statement of Assurances**

The applicant, \_\_\_\_\_, hereby gives assurance and certifies to the Alabama Department of Environmental Management that:

1. The Applicant shall maintain its financial records in accordance with generally accepted accounting principles and auditing standards for governmental institutions.
2. The applicant shall comply with all applicable NPDES permits.
3. For wastewater projects. the applicant shall adopt a sewer use ordinance, which shall prohibit any new connections from inflow sources into the treatment works and require that new sewers and connections to the treatment works are properly designed and constructed. The ordinance, or other legally binding document shall also require that all wastewater introduced into the treatment works does not contain toxins or other pollutants in amounts or concentrations that endanger public safety and physical integrity of the treatment works; cause violation of effluent or water quality limitations; or preclude the selection of the most cost-effective alternative for wastewater treatment or sludge disposal.
4. The applicant shall enforce NPDES pretreatment standards where applicable.
5. The applicant shall comply with all applicable requirements of Federal, State and local laws.
6. The applicant shall pay the unallowable costs of the construction of the project.
7. If applicable, the applicant shall retain certified wastewater treatment system operators in accordance with ADEM A.C. Division 335-10, from the time of the completion of construction or initiation of operation, whichever is earlier, until such time as operation of the facility is discontinued.
8. Construction of the project, including the award of contracts in connection therewith, shall conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and to contract specifications and requirements.
9. The applicant shall comply with the following guidelines to the satisfaction of the Department: "*Design Criteria for Mechanical, Electrical and Fluid System and Component Reliability*", EPA-430-99-74-001, and "*GLUMRB Recommended Standards for Wastewater Facilities*".
10. The applicant shall have an Operation and Maintenance manual developed for the treatment works funded by the CWSRF loan.
11. The applicant shall certify that the project will be initiated and completed in accordance with the schedule specified in the CWSRF Loan Agreement.
12. The applicant must submit proof that it, and its contractors and subcontractors, will comply with all insurance requirements of the Loan Agreement and that it shall be able to certify that the insurance is in full force and effect and that the premiums have been paid.
13. The applicant shall ensure that procurement and construction shall conform to Title 39 and Title 41, Chapter 16, of the Code of Alabama, and the requirements imposed by EPA CWSRF Regulations promulgated under Title VI of the Clean Water Act.

Signature of Authorized Representative: \_\_\_\_\_

Subscribed and sworn to  
this \_\_\_\_\_ day  
of \_\_\_\_\_,  
20\_\_\_\_\_.

(SEAL)

**Certification Regarding Debarment and Suspension; Certification Regarding Federal, State, and Local Laws (the Copeland Act)**

CWSRF Project: \_\_\_\_\_

CWSRF Project No: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, representing the  
(Name) Title

\_\_\_\_\_ of \_\_\_\_\_, Alabama  
(Organization) (City, Town, etc.)

do hereby certify that, to our knowledge, no services of any individual, organization, or unit of government for facilities planning or design work appears on the master list of debarments, suspensions, and voluntary exclusions, in accordance with CFR 35.2105, Debarment and Suspension.

I further certify that, in accordance with CFR 35.2104(c), the applicant has not violated any Federal, State, or Local Law pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice relating to, or in connection with, facilities planning or design work related to the above referenced project.

Signature of Authorized Representative: \_\_\_\_\_

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

**Site Certificate – Authorized Representative Certification**

CWSRF Project: \_\_\_\_\_

CWSRF Project No: \_\_\_\_\_

I certify that the Applicant, \_\_\_\_\_, has acquired all real property including easements and rights-of-way that are or will be required for the construction, erection, extension, modification, operation and maintenance of the entire wastewater treatment works within the scope of the CWSRF funded projects.

I certify that, if other municipalities are served by the wastewater treatment/transport works funded under the above referenced project, those municipalities have acquired all real property including easements and rights-of-way required for service to those municipalities.

I certify that the Title Counsel's Certification given on the attached certificate covers all real property including easements and rights-of-way that are or will be required for the construction, erection, extension, modification, operation and maintenance of the entire wastewater treatment works within the scope of the funded under the above referenced project.

I further certify that all real property including easements required for the entire wastewater treatment works funded under the above referenced project was acquired in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Regulation 40 CFR Part 4.

Signature of Authorized Representative: \_\_\_\_\_

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



Alabama Department of Environmental Management  
[adem.alabama.gov](http://adem.alabama.gov)

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

January 18, 2024

To whom it may concern,

The American Rescue Plan Act (ARPA) stormwater grants have been issued. The majority of the grants have been signed and returned. There are still outstanding grants which the Department has not received to date. If you are not sure if the original has been returned, please check your records and sign and return it as soon as possible. At this point, all stormwater grants should have been received by the applicants. If you have not received your grant, please contact your project manager or Mr. Eric Reidy at [eric.reidy@adem.alabama.gov](mailto:eric.reidy@adem.alabama.gov) or 334-271-7805.

As we stated in the presentation at the County Commissioners Conference, the stormwater applicants were informed on what documents are required for these storm water grants. On the application, pages 1, 9, 11, and 12, are the only pages that need to be filled out. On the Environmental Information Document (EID), the only document we require to submit is the Best Management Practice Plan (BMP Plan).

If a BMP Plan is not applicable to your project or not otherwise required, please continue to the second page of this letter, sign and date it, and return it to us as soon as possible. We will use this to replace the BMP Plan documents.

Thank you,

A handwritten signature in black ink, appearing to read "Eric Reidy".

Eric Reidy, SRF Chief

ADEM



Applicant: ALEXANDER CITY

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

Project#: \_\_\_\_\_

The Town/City/County of ALEXANDER CITY will be following the Best Management Practice Plan throughout the full length of the project. We acknowledge that we are solely responsible for following this plan.

Please have the Engineering Consultant and the Authorized Representative sign and date this before returning.

**Engineering Consultant**

Signature: N/A Date: \_\_\_\_\_

Authorized Representative  
**FOR PUBLIC RELEASE** Date: 05/03/24