AGENDA
CITY OF FLORENCE, ALABAMA
CITY COUNCIL MEETING
April 21, 2009
5:00 P. M.

1. Meeting called to order - President Barnhart
2. Invocation
3. Pledge of Allegiance
4. Roll Call - President Barnhart
5. Approval of Agenda
6. Message from Mayor
7. Reports of Department Heads
8. Reports of Standing Committees
9. Public Hearings:
10. Business from floor pertaining to items on the consent and regular agenda (5-minute limit).
11. Consent Agenda:

All matters listed within the Consent Agenda have been distributed to each member of the Florence City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request. Please call 750-6400 for questions on Consent Agenda items prior to the Council meeting.

(a) Approval of minutes of the Regular Meeting held on April 7, 2009.
(b) Confirm payment of bills by the City Treasurer.
(c) Resolution authorizing the City to enter into a contract with Garver Engineers, L.L.C., to provide services related to water system needs for compliance with the Stage 2 Disinfection By-Product Regulations, in the amount of $86,500.00, to be paid from budgeted funds, sponsored by Mike Doyle.
(d) Resolution authorizing the City to enter into a Memorandum of Understanding between the City and the Alabama Forestry Commission with respect to the Issuance of burn permits in the City, sponsored by Chief Cochran.
(e) Resolution to approve an application to the U.S. Department of Justice, Community Policing Office, for the 2009 COPS Hiring Recovery Program (CHRP) Grant, sponsored by Chief Singleton.
(f) Resolution authorizing the City to enter into a Interlocal Agreement with the County of Lauderdale, Alabama, as it concerns the 2009 Recovery Act Byrne Justice Assistance Grant (JAG) Program, sponsored by Chief Singleton.
(g) Resolution authorizing the City to approve an application to the U.S. Department of Justice, Office of Justice Programs, for a 2009 Recovery Act Justice Assistance Grant (JAG) Program Award, sponsored by Chief Singleton.
(h) Resolution to amend Section 5.1(C) User Password Policy of the City of Florence Information Security Policy, sponsored by Steve Price.
(l) Resolution authorizing the City to approve a Property Damage Release between the City and Long Lewis Ford, Steve Holland and Sedgwick CMS, in the amount of $1,297.00, sponsored by Bill Musgrove.

(j) Resolution to approve a Special Deferred Emergency Repair Loan to Alice Thompson, in the amount of $5,000.00, for emergency repairs to property located at 625 South Blair Street, sponsored by Phil Stevenson.

(k) Resolution to advance and reimburse Travel Expenses to City employees, sponsored by Mayor Irons.

12. Regular Agenda:

(a) Ordinance approving an application to incorporate a public corporation under the provisions of Chapter 99B of Title 11 of the CODE OF ALABAMA 1975, as amended, to be known as The Northwest Alabama Cooperative District, and to appoint Bobby Irons as a director for a term of office beginning of the date of incorporation of said District and ending at 12:01 a.m. four years from the date of such incorporation, sponsored by Mayor Irons. (THIS RESOLUTION DID NOT RECEIVE A UNANIMOUS VOTE FOR IMMEDIATE CONSIDERATION AT THE 04/07/09 COUNCIL MEETING. A VOTE FOR ADOPTION IS ALL THAT IS NEEDED AT THIS TIME.)

13. General Business:

(a) Board Openings within the next 90 days or less:

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<th>Board</th>
<th>Member</th>
<th>Appointed</th>
<th>Expire</th>
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15. Council Members reports and/or comments (5-minute limit).

Councilmember Pendleton
Councilmember Jordan
Councilmember Graham
Councilmember Morris
Councilmember Betterton
Councilmember Barrhart

16. Motion to Adjourn.
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached agreement between the City of Florence and Garver Engineers, L.L.C., is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest such agreement on behalf of the City of Florence.

ADOPTED this _______ day of _________________________, 2009.

CITY COUNCIL

APPROVED this _______ day of _________________________, 2009.

MAYOR

ADOPTED & APPROVED this _______ day of _________________________, 2009.

CITY CLERK
March 11, 2009

Mr. Mike Doyle
Florence Water and Sewer Department
P.O. Box 1023
Florence, AL 35631

Re: Letter Contract for Professional Engineering Services
    Evaluation of Wilson Lake Water Treatment Plant (WTP) and Stage 2
    Distribution System Monitoring Sites for Compliance

Dear Mike:

With this letter contract, Garver Engineers, LLC (Engineer) is pleased to propose our services to the City of Florence (Owner) related to water system needs for compliance with the Stage 2 Disinfection By-Product Regulations. This letter will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services:

A detailed Scope of Services is included as Attachment A. In general, our proposed work will include preparation of an Engineering Report to identify total organic carbon (TOC) and disinfection by-product (DBP) regulatory compliance needs for the following:

- Wilson Lake WTP
- Water Distribution System Areas Near Stage 2 Monitoring Sites

The Engineering Report will provide compliance recommendations for the Wilson Lake WTP at the plant’s current capacity of 12 million gallons per day (mgd). Any recommended upgrades will be coordinated with the need for future plant expansions to 18 mgd and 24 mgd. Evaluations of the existing distribution system will be completed for the areas surrounding Stage 2 monitoring sites to identify potential improvements for reducing disinfection by-product levels.

Services requested by the Owner but not included in the attached Scope of Services would be considered as extra work and can be added to this agreement by written amendment.

Responsibilities of the Owner:

1. Right of entry to the property.
2. Available distribution system information for evaluation and incorporation into the model(s) or report.
3. Available WTP record drawings and operating data.
4. Assist in the completion of sampling and testing needed for creating TOC profiles through the Wilson Lake WTP unit processes.

Florence, AL • Huntsville, AL • Fayetteville, AR • Hot Springs, AR • Little Rock, AR • Braker, MS • Norman, OK • Tulsa, OK • Franklin, TN • Plano, TX
Schedule:

Once authorized to proceed, we anticipate completing our evaluations within 120 to 150 days.

Payment Terms:

For the work described in ATTACHMENT A - SCOPE OF SERVICES, the Owner will pay the Engineer on a lump sum basis. The table below presents a summary of the proposed fee amounts for the various items of work within the Scope of Services for this contract.

| TOTAL FEE | $86,500 |

The lump sum amount to be paid under this agreement is $86,500. The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the amount of work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond the Engineer's control, will be increased 6% annually with the first increase effective on or about May 1, 2010.

Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer shall not exceed the amount of collectable insurance, or the Engineer's total fee for services rendered on this project, whichever is greater.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,

GARVER ENGINEERS, LLC

[Signature]

Robert E. Pride, PE
Senior Project Manager

Accepted for City of Florence by:

Title: __________________________

Date: __________________________

Enclosures: Attachment A

Cc:  File:
ATTACHMENT A – SCOPE OF SERVICES

1.1 General

Generally, the scope of services includes preparation of an Engineering Report to identify distribution and water treatment system needs for compliance with the Stage 2 Disinfection By-Product Regulations. Only the Wilson Lake Water Treatment Plant (WTP) and Stage 2 distribution system monitoring sites will be evaluated in detail. The Engineering Report will provide compliance recommendations and cost estimates for the Wilson Lake WTP at the facility’s current capacity of 12 million gallons per day (mgd). Any recommended upgrades will be coordinated with the need for future plant expansions to 18 mgd and 24 mgd.

1.2 Conceptual Design and Reporting

1.2.1 WTP Engineering Report

The conceptual design phase submittal will include an Engineering Report. This submittal will be for the purpose of coordinating the proposed improvements with the Owner’s long range planning efforts and Alabama Department of Environmental Management (ADEM). A planning level scope and budgetary cost estimate for the project(s) will be developed. In general, Engineer shall complete the following tasks:

1.2.1.1 Project Planning:
The Engineer shall develop a project plan and schedule. This will include identifying existing reports, maps, flow data, WTP data, distribution system information, etc., as required to complete the Engineering Report and request such information from the Owner.

1.2.1.2 Project Administration:
During the course of the project the Engineer shall perform general administrative duties including supervision and coordination of the project team, review of project costs and billings, preparation of invoices, and preparation of monthly status reports. Invoices and status reports shall be prepared and submitted to the Owner on a monthly basis. Status reports shall include an updated schedule when appropriate and summary of the status of each major task.

1.2.1.3 Background and Data Collection:
Engineer shall become familiar with the existing Wilson Lake WTP and water distribution systems areas near the City's Stage 2 monitoring sites. Engineer shall collect and review relevant water quality and treatment plant data. Engineer identify areas of the distribution system for analysis then collect and review data (demands, piping materials, etc.) as required for modeling purposes.

1.2.1.4 WTP – Potential Changes to Existing Operations and Facilities:
Engineer shall complete an operations review of the existing WTP facilities targeting specific changes or modifications to existing unit processes to

Page 1 of 3

Attachment A - Scope of Services
City of Florence, AL - Water System Evaluation
Garver Engineers
increase total organic carbon (TOC) removal rates through the plant and help reduce disinfection by-product formation potentials (specifically for THM’s and HAA’s). Specific areas of interest for investigation include:

- Initiation of testing program to profile TOC levels through the various water treatment processes.
- Evaluation of pre-oxidation practices.
- Evaluation of coagulation procedures and processes for both TOC removal and turbidity reductions.
- Potential for enhancing flocculation and sedimentation processes.
- Potential impacts of sludge removal equipment and practices.
- Current disinfection practices, requirements, etc.

1.2.1.5 WTP – Evaluation of Upgrade Alternatives

Engineer will conceive and review options for upgrading the WTP with additional and/or different unit processes to enhance TOC removal rates and reduce disinfection by-product formation potentials. Evaluations of the 2 most feasible options will be made with relative cost comparisons that consider both initial capital and long term operating expenses. Based upon the work completed under Section 1.2.1.4 and these cost comparisons, the Engineer will provide recommendations relative to the cost-effectiveness, feasibility, and need for any upgrades to the Wilson Lake WTP. Specific technologies to be considered independently or in combinations may include:

- Enhanced pretreatment processes for TOC removal.
- Membrane filtration.
- Use of powdered or granular activated carbon.
- Optional pre-oxidation and post disinfection strategies.

1.2.1.6 Distribution System – Evaluation and Recommendations

Engineer shall complete appropriate modeling and evaluations of the distribution system areas identified in task 1.2.1.3 to develop potential upgrades and/or operational changes to reduce disinfection by-product levels. Potential upgrade options for consideration may include:

- Water line work required to help eliminate “dead end” runs and/or reduce water age.
- Operational changes in pumping, SCADA controls, cycling of tank levels, etc. to reduce water age.
- Elimination of or modifications to water storage facilities.
- Need for more frequent or automated line flushing.

Recommendations and cost estimates for potential distribution system upgrades will be made for subsequent detailed analyses and system wide water quality modeling prior to design. Completing a system wide hydraulic and water quality model will not be required for completing this phase of the work.
1.2.1.7 Report Production:
   Engineer shall prepare three (3) copies of the draft Engineering Report and submit for review by the Owner. Engineer will revise and finalize the report based upon Owner's review comments. Engineer will submit five (5) final copies of the report to the Owner.

1.2.1.8 Meetings for Review with Owner:
   Preliminary, 60% Review, 95% Review, and Final.

1.3 Detailed Design Services
   May be added to this contract by amendment.

1.4 Geotechnical Services
   May be added to this contract by amendment.

1.5 Environmental Services
   May be added to this contract by amendment.

1.6 Construction Administration Services
   May be added to this contract by amendment.

1.7 Extra Work
   The following items are not included under this agreement and will be considered as extra work:
   1. Preparation of reports, applications, plans, or attending meetings necessary to obtain project funding.
   2. Submittals or deliverables in addition to those listed herein.
   3. Costs for laboratory/analytical testing and data collection.
   4. Distribution system or storage tank inspections.
   5. Detailed evaluation of potential environmental issues associated with recommended improvements (i.e. wetlands identification, mitigation plans, environmentally or historically significant items, etc.).
   6. Detailed evaluation of potential right-of-way, easement or land acquisition issues associated with recommended improvements.
   7. Completing geotechnical investigations.
   8. Completion of system wide water quality modeling to predict potential impacts of distribution system improvements or modifications.

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and the ENGINEER.
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Memorandum of Understanding between the City of Florence and the Alabama Forestry Commission with respect to the issuance of burn permits in the City of Florence, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest such agreement on behalf of the City of Florence.

ADOPTED this _______ day of __________________________, 2009.

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CITY COUNCIL

APPROVED this _______ day of __________________________, 2009.

______________________________________________________

MAYOR

ADOPTED & APPROVED this _______ day of __________________________, 2009.

______________________________________________________

CITY CLERK
MEMORANDUM OF UNDERSTANDING
Between the
City of ________________
And the
Alabama Forestry Commission

INTRODUCTION:

Because of the intermingling of structures and natural cover fuels within the city limits and police jurisdiction of the City of ________________, in ______________ County, the objectives of the City and the Alabama Forestry Commission (AFC) are inseparable, that is to minimize loss of life and property from uncontrolled wildfires.

Recognizing also the statutory right of landowners to use prescribed burning to achieve land management and ecological objectives, both the AFC and the City, have in place a system of notification and permitting of controlled open burning within the state and the municipality.

In order to avoid duplication of efforts in managing prescribed burns and to ensure a quick response to any wildfires, the undersigned have arrived at this MEMORANDUM OF UNDERSTANDING.

THE CITY AGREES TO THE FOLLOWING:

1. The City will issue prescribed burning permits within the City boundaries and police jurisdiction, as shown on the attached map, under a system established by City ordinance, which follows guidelines established in state law and regulations. The City will record all permits as legal records.

2. The City will establish, through ordinance, enforcement powers for the municipal police department and/or fire department to administer the burn permit ordinance. Penalties for failure to observe the municipal burn permit ordinance will at least mirror those established in state law or regulations.

3. The City, through its fire department (whether paid or volunteer), will be responsible for all fires that occur with the City limits and police jurisdiction. This includes any residence, structure, vehicle, grassland, brush or woodland fire. The City fire department will be first responder to such fires and will manage the fire unless control is ceded to another Incident Commander on the scene.

4. The City will accept mutual aid assistance from the AFC and other volunteer or paid fire departments to suppress uncontrolled fires, as needed and requested by the City or its fire department.

5. The City will notify the AFC of any changes to the city boundaries and police jurisdiction so that an amendment to this agreement can be made. Notice will be given to the AFC Fire Division office in Montgomery.
THE AFC AGREES TO THE FOLLOWING:

1. The AFC will not issue prescribed burning permits within the municipal limits and police jurisdiction of the City, as shown in the attached map.
2. The AFC will refer any citizen requesting a burn permit within the City jurisdiction to the City or its Fire Department, using a contact telephone number provided by the City.
3. The AFC will not enforce burn permit regulations within the City jurisdiction, ceding to the City authority in this matter.
4. The AFC will respond to grassland, brush or woodland fires within City jurisdiction ONLY at the request of the City Fire Department, under normal mutual aid agreements and processes.
5. The AFC will act under the command of the City Fire Chief, unless the Chief requests the AFC to take over as Incident Commander.
6. The AFC will assist, on request, with wildland fire prevention, wildland arson investigation and wildland fire training of city firefighters, whether paid or volunteer.

AGREEMENT:
This MEMORANDUM OF UNDERSTANDING shall be effective when signed by both parties. It continues in effect unless and until either party gives thirty (30) days notice to the other party.

APPROVED:

The City of ______________________
By ________________________

______________________
Mayor ______________________

The Alabama Forestry Commission
By ________________________

______________________
Linda Casey, State Forester ______________________

Date
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

FLORENCE, ALABAMA, as follows:

Section 1. That the City of Florence make application to the U.S. Department of Justice, Community Policing Office, for the 2009 COPS Hiring Recovery Program (CHRP) Grant.

Section 2. Be it further resolved by the applicant that Bobby Irons, in his official capacity as Mayor, is authorized to confirm and ratify said grant application.

ADOPTED this _____ day of __________________, 2009.

City Council

APPROVED this _____ day of __________________, 2009.

Mayor

ADOPTED & APPROVED this _____ day of __________________, 2009.

City Clerk
April 4, 2009

Mayor Bobby Irons
City of Florence
110 W. College Street
Florence, AL 35630

Re: 2009 COPS Hiring Recovery Grant Program (CHRP)

Dear Sir:

Attached you will find a Resolution to apply to the 2009 COPS Hiring Recovery Grant Program (CHRP) for grant funds to hire five (5) additional police officers. This grant award is 100% federal funding for the base beginning salary and fringe benefits for each officer for three years with no matching requirement.

The City of Florence must retain the five (5) officer positions for at least one year after the conclusion of the grant. The City will be responsible for any salary and fringe benefits above the base salary and step increases and fringe increases for the second and third years are included in the grant, based on the beginning officer salary level.

If you have any questions, or need additional information, please contact me.

Respectfully,

Rick L. Singleton
Chief of Police

RLS/lf
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

FLORENCE, ALABAMA, as follows:

Section 1. That the City enter into an Interlocal Agreement between the City of Florence and County of Lauderdale, Alabama as it concerns the 2009 Recovery Act Byrne Justice Assistance Grant (JAG) Program.

Section 2. Be it further resolved by the applicant that Bobby Irons, in his official capacity as Mayor, be authorized to execute an Agreement with the County of Lauderdale and that his execution of the agreement is hereby ratified and confirmed.

ADOPTED this ___ day of _____________, 2009.

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City Council

APPROVED this ___ day of _____________, 2009.

________________________________________

Mayor

ADOPTED & APPROVED this ___ day of _____________, 2009.

________________________________________

City Clerk
CITY SECRETARY

CONTRACT NO. __________

STATE OF ALABAMA

COUNTY OF LAUDERDALE

KNOW ALL MEN BY THESE PRESENTS

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FLORENCE, ALABAMA AND COUNTY OF
LAUDERDALE, ALABAMA

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
AWARD

This Agreement is made and entered into this _____ day of April, 2009, by and between
the County of Lauderdale, acting by and through its governing body, the County
Commission, hereinafter referred to as County, and the City of Florence, acting by and
through its governing body, the City Council, hereinafter referred to as City, both of
Lauderdale County, State of Alabama, witnesses:

WHEREAS, this Agreement is made under the authority of City and County governing
bodies; and

WHEREAS, each governing body, in performing governmental functions or in paying
for the performance of governmental functions hereunder, shall make that performance or
those payments from current revenues legally available to that party; and

WHEREAS, the County agrees to provide the City $62,286.00 from the JAG award for
the JAG Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the
JAG funds.

NOW THEREFORE, the County and City agree as follows:

Section 1

County agrees to pay City a total of $62,286.00 of JAG funds.

Section 2

City agrees to use $62,286.00 for the JAG Program until April ______, 2013.

Section 3
Each party to this Agreement will be responsible for its own actions in provided services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4

The parties to this Agreement do not intend for any third party to obtain the right by virtue of this Agreement.

Section 5

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Florence                                      County of Lauderdale, Alabama

Mayor                                             Probate Judge & Ex-Officio Chairman
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

FLORENCE, ALABAMA, as follows:

Section 1. That the City of Florence make application to the U.S. Department of Justice, Office of Justice Programs, for a 2009 Recovery Act Justice Assistance Grant (JAG) Program Award.

Section 2. Be it further resolved by the applicant that Bobby Irvis, in his official capacity as Mayor, is authorized to confirm and ratify said grant application.

ADOPTED this ___ day of ______________________, 2009.

______________________________

City Council

APPROVED this ___ day of ______________________, 2009.

______________________________

Mayor

ADOPTED & APPROVED this ___ day of ______________________, 2009.

______________________________

City Clerk
April 4, 2009

Mayor Bobby Irons
City of Florence
110 W. College Street
Florence, AL 35630

Re: 2009 Byrne Justice Assistance (JAG) Grant Program

Dear Sir:

Attached you will find a Resolution to enter into an Interlocal Agreement with Lauderdale County to divide the amount of $124,572 in half with the City of Florence Police Department receiving $62,286.00 and Lauderdale County receiving $62,286.00. Due to the fact that our jurisdiction is disparate with the County, the division of these funds must be agreed upon in order for either agency to apply for the funds.

You will also find a Resolution to apply to the 2009 Byrne Justice Assistance (JAG) Grant Program for these grants funds. This grant award is 100% federal funding with no matching requirement. The Florence Police Department would like to utilize these funds to build kennel, get two additional canines, pay for the training and equipment for the two canines and for the driveway and parking lot for the canine facilities.

If you have any questions, or need additional information, please contact me.

Respectfully,

Rick L. Singleton
Chief of Police

RLS/If
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that Section 5.1(C) User Password Policy of the City of Florence Information Security Policy is hereby revised and amended as follows:

"Each password must be changed on an interval not exceeding 180 calendar days."

and

"Administrative passwords must be changed on an interval not exceeding 90 calendar days."

ADOPTED this _______ day of ____________________________, 2009.

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

CITY COUNCIL

APPROVED this ________ day of __________________________, 2009.

_____________________________________________________

MAYOR

ADOPTED & APPROVED this ______ day of ______________________, 2009.

_____________________________________________________

CITY CLERK
City of Florence
Information Security Policy
Accountability

Policy Title: User Accountability and Password Policy
Number: 5.1
Effective Date: 07-17-2007

Objective:

The objective of the City of Florence's User Accountability and Password Policy is to protect the information and data on the City's computers and network infrastructure from potential unauthorized disclosure, modification, destruction, loss or compromise. This policy establishes the responsibilities of users of all City owned and/or administered computers and network components. Abuse, misuse, or inappropriate use of this policy will not be tolerated and may result in loss of computer privileges and/or other disciplinary actions.

Purpose:

The purpose of this policy is to define the City's User Accountability and Password Policy, its terms and definitions, its intended audience, violation procedures, and history. All City employees, agents, affiliates, contractors, and other authorized individuals who use or have privileges on City owned and/or administered computers are expected to comply with this policy.

Scope:

This Policy applies to all City employees, temporary workers, agents, contractors, and authorized users of City owned and/or administered computers and network infrastructure components. All users are expected to comply with it in the conduct of authorized City business.

Policy Statement:

It is the policy of the City to establish computer user accountability for actions taken on or with City owned and/or administered computers and network infrastructure. Protection of the information and data entrusted to the City is of paramount importance and by establishing this policy on user accountability and passwords, the City can provide such protection. All employees, temporary workers, affiliates, contractors, and agents are required to comply with this policy in conducting official City business on City owned and/or administered computer and network infrastructure equipment. The following sections reflect the City's policy as delineated below.

A. Individual User Accountability

All users who are issued an account or User ID to access any and all City owned and/or administered computers and network infrastructure equipments will be held accountable for actions taken and traceable to that City issued User ID. Users will be held responsible and accountable for any and all data.

 Approved by: Issue Date: 07-17-2007
Title:

Revision Date: mm/dd/yyyy
manipulation, access, resource usage, disclosure, modification, and other actions which may occur. Users are expected to perform authorized actions with their User ID commensurate with their job responsibilities and tasks.

B. User Account Responsibilities
All users of City issued accounts or User IDs will be responsible for the following:
- Not using that User ID for any other purposes other than those authorized by the City;
- Promptly reporting any activities related to their individual User ID which is outside the scope of their normal job responsibilities;
- No disclosing that User ID to unauthorized persons; and
- Conforming to the password rules as contained in this Policy to protect access to City computers and network infrastructure equipments.

C. User Password Policy
It is the policy of the City that all users who are issued an account or User ID to access any and all City owned and/or administered computers and/or network infrastructure equipments must construct a password to protect such access per the following:
- Password length will be a minimum of eight (8) characters for normal users. Users with administrative privileges must have a minimum password length of ten (10) characters.
- Each password must contain at least one (1) alphabetic character, for example, a-z.
- Each password must contain at least one (1) numeric character, for example, 0-9
- Each password must contain at least one (1) special character, for example, !@#$%^&*()-{};:'",<>?
- Each password must contain both upper and lower case alphabetic characters, for example, A a, B b, etc.
- Each password must not contain ascending or descending alphabetic or numeric sequences, for example, 123, 321, abc, cba, etc.
- Each password must be changed on an interval not exceeding 180 calendar days.
- Administrative passwords must be changed on an interval not exceeding 90 calendar days.
- Passwords may not be re-used for a minimum of 6 change intervals.

Passwords are to be considered secret and are not to be shared.

D. Compromises
Any and all compromises or suspected compromises of User IDs and passwords must be reported to the Information Systems Department promptly.

Terms and Definitions:

Accountability: the concept of holding users answerable, responsible, and/or liable for their actions with the expectation of providing bona fide reasons for such action.

Compromise: in computer systems context, a breach of the in place security systems or access control mechanism such as a password.

Password: a secret authentication code or mechanism used to control access to computing resources. Passwords are to be kept secret from those not allowed access and those wishing to gain access are tested on whether or not they know the password and are granted or denied access accordingly.

User ID: in a computing context, an assigned identifier for purposes of using a computer system. Typically used for the purposes of accounting, security, logging and resource management; sometimes called an account or user name.
Enforcement Standards:

Non-compliance and/or violation of the City of Florence User Accountability and Password Policy is grounds for disciplinary actions per existing Personnel Department disciplinary policies which includes action up to and including termination of employment with the City. It is the intent to emphasize that information security is important, and that significant disciplinary action may result from non-compliance.

Responsibility:

The City of Florence Information Systems department is responsible for maintaining the technical portions of this policy. The City’s Personnel Department, the violator’s department or agents sponsoring department in conjunction with the Information Systems organization, are responsible for implementing the provision of this policy and for coordinating any disciplinary action for violations.
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Property Damage Release between the City of Florence and Long Lewis Ford, Steve Holland and Sedgwick CMS in the amount of $1,297.00, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized, respectively, to execute and attest said Release on behalf of the City of Florence.

ADOPTED this ______ day of ____________________________, 2009.

______________________________
CITY COUNCIL

APPROVED this ______ day of ____________________________, 2009.

______________________________
MAYOR

ADOPTED & APPROVED this ______ day of ____________________________, 2009.

______________________________
CITY CLERK
PROPERTY DAMAGE RELEASE

For the sole and only consideration of One Thousand Two Hundred Ninety Seven Dollars and 00/100 ($1297.00) to be paid to City of Florence Alabama, hereby acknowledged, hereby releases and discharges, Long Lewis Ford L/M, Steve Holland & Sedgwick CMS his, her, their, or it's agents, servants, successors, heirs, executors, administrators and all other, persons, employees, representatives and subscribers, and any other persons, corporations or entities, who are or might be liable from all property damage claims of any kind or character which they have against them especially because of property damages to a 2007 Ford Crown Victoria Vin: 2FAFP71W77X145068 resulting from the occurrence on or about 30th Day of July, 2008, in the state of Alabama.

City of Florence Alabama acknowledges full settlement and satisfaction of all property damage claims of whatever kind or character which he may have against them by reason of the above mentioned property damages. It is further understood and agreed that the payment of said amount is not to be construed as an admission of liability upon the part of said persons, firms or corporations; liability being by them is expressly denied. All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.

WE HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this ___ day of ___ , 2009.

Signature:

City of Florence, AL Representative

IN THE PRESENCE OF:

Witness: ___

On the ___ day of ___, 2009. Before me personally appeared ___, to be known to be the

Person(s) named herein and who executed the foregoing Release and

_______, acknowledged to me that ______ voluntarily

executed the same.

My Term expires ___

Notary Public
RESOLUTION

BE IT RESOLVED by the City Council of the City of Florence, Alabama, as follows:

SECTION 1: That the City Council hereby approves a Special Deferred Emergency Repair Loan to Alice Thompson in an amount of $5,000.00 for emergency repairs to her property located at 625 S. Blair Street, Florence, Alabama.

SECTION 2: That the proper City officials are hereby authorized and directed to perform the loan closing as required by law.

SECTION 3: That the proper City officials are hereby authorized to execute all certifications and documents required to properly administer and close out the loan.

ADOPTED this the _____ day of ____________, 2009.

________________________________________
________________________________________
________________________________________
________________________________________

APPROVED this the _____ day of ____________, 2009.

________________________________________

PASSED and APPROVED this the _____ day of ____________, 2009.

________________________________________
EMERGENCY REHABILITATION LOAN

LOAN COMMITTEE REVIEW

Applicant(s): Alice Thompson

Address: 625 S. Blair Street, Florence, Alabama

Type Loan: Special Deferred Emergency Repair Loan (plumbing repairs)

LOAN AMOUNT: $5,000.00

Income (check one): Below 80% median _______ Below 50% median X

Is applicant Elderly or Disabled? Yes X No _______

Verified property ownership X

Verified employment/income X

Verified existing mortgage N/A

LOAN COMMITTEE'S RECOMMENDATION TO THE CITY COUNCIL:

Phillip L. Stevenson
Purchasing & Grants Administrator

APPROVE (X) DISAPPROVE ( )

Brenda Wright, Housing Rehab Director

APPROVE (X) DISAPPROVE ( )

Not available

Dan Barger, General Fund Chief Accountant/Treasurer

APPROVE ( ) DISAPPROVE ( )

Gary Williamson, Building Official

APPROVE (X) DISAPPROVE ( )

DATE: 4-14-09
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE,
ALABAMA as follows:

That the following advancement and/or reimbursement of travel expenses be
approved:

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>DESCRIPTION OF TRAVEL</th>
<th>ADVANCED EXPENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Scott</td>
<td>Lineman Training Program</td>
<td>$4,000.00</td>
</tr>
</tbody>
</table>

ADOPTED this the __________ day of ______________________, 2009.

____________________________
____________________________
____________________________
____________________________
____________________________
____________________________

CITY COUNCIL

APPROVED this __________ day of ______________________, 2009.

____________________________

MAYOR

ADOPTED & APPROVED this __________ day of ______________________, 2009.

____________________________

CITY CLERK
TRAVEL VOUCHER REQUISITION

DATE: April 10, 2009 VOUCHER No. 7666

X 1) ADVANCE EXPENSE REQUEST AMOUNT REQUESTED ¥$4,000.00

2) REIMBURSEMENT REQUEST CHARGE TO ACCT. No.

3) PRE-PAID EXPENSES (registration, airline, etc.)

Authorization is requested to advance the amount of: $4,000.00

1) to employee

OR approve the estimated amount of: $___.

2) to employee for future reimbursement

OR to disburse the amount of: $___.

3) for registration, airline ticket, etc.

TO David Scott as travel expense for the following purpose: To attend a 15-week Apprentice Lineman Training Program at Southeast Lineman Training Center, Trenton, GA

* MONEY WILL BE ADVANCED ON A WEEKLY, AS-NEEDED BASIS.

on the dates of: May 4, 2009 thru August, 2009

ESTIMATED EXPENSES

Gasoline
Registration Fee 1,500.00 Miles @ IRS Rate

$900.00

Airline Ticket(s)

Lodging

Meals & Tips

Taxi Fares

Miscellaneous:

Estimated Cost of Trip

$4,000.00

SIGNED: David Scott

PERSON AUTHORIZED TO MAKE TRIP

ALL ADVANCES MUST BE APPROVED BY CITY COUNCIL RESOLUTION PRIOR TO BEING ISSUED. ADVANCEMENT VOUCHERS SHOULD BE SUBMITTED TO THE MAYOR'S OFFICE NO LATER THAN NOON, THURSDAY, PRIOR TO THE COUNCIL MEETING. REIMBURSEMENT REQUESTS ARE TO BE APPROVED BEFORE THE TRIP IS MADE. RECEIPTS ARE REQUIRED FOR ALL REIMBURSEMENT AND A COMPLETED TRAVEL EXPENSE REPORT SHOULD BE TURNED IN TO THE ACCOUNTING OFFICE WITHIN FIVE DAYS OF YOUR RETURN FROM THE TRIP. FAILURE TO FOLLOW CITY REIMBURSEMENT POLICY MAY RESULT IN AN EMPLOYEE BEARING THE COST OF THEIR TRIP. FOR MORE INFORMATION ON EXPENSE REIMBURSEMENT REVIEW THE CITY'S TRAVEL EXPENSE REPORT.

APPROVAL

Dept. Head

Mayor

Council Member:

Resolution Adopted On: __________________________
RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

1. That application in writing was filed with this governing body for incorporating a public corporation under the provisions of Chapter 99B of Title 11 of the CODE OF ALABAMA 1975, as amended, to be known as The Northwest Alabama Cooperative District, hereinafter called the "District".

2. That attached to said application as Exhibit A was a proposed Certificate of Incorporation.

3. That the contents of said Application and the accompanying Certificate of Incorporation have been reviewed by the governing body and it has been found and determined as a matter of fact that the statements in the said application are true.

4. There is a public need for the proposed project and it is wise, expedient, and necessary that the proposed district be formed.

5. That the said proposed Certificate of Incorporation is hereby approved as to its form and content.

6. That Dewey D. Mitchell, Rex Burleson, Bobby Irons, David Bradford, Jan T. Sanford, and Billy S. Shoemaker are hereby authorized to proceed to form the proposed district by the filing for record of the certificate of incorporation in accordance with Section 11-99B-4.

7. That, upon evidence duly presented to and considered by the City Council, the City Council does hereby find and determine that Bobby Irons is a qualified elector of the City of Florence and does hereby elect and appoint Bobby Irons as a director of The Northwest Alabama Cooperative District for a term of office beginning on the date of incorporation of said District and ending at 12:01 a.m. four years from the date of such incorporation.

ADOPTED this ______ day of ____________________________, 2009.

__________________________________
CITY COUNCIL

APPROVED this ______ day of ____________________________, 2009.

__________________________________
MAYOR

ADOPTED & APPROVED this ______ day of ____________________________, 2009.

__________________________________
CITY CLERK
APPLICATION

TO: The Lauderdale County Commission, the governing body of Lauderdale County, Alabama
The Colbert County Commission, the governing body of Colbert County, Alabama
The Florence City Council, the governing body of Florence, Alabama
The Muscle Shoals City Council, the governing body of Muscle Shoals, Alabama
The Tuscumbia City Council, the governing body of Tuscumbia, Alabama
The Sheffield City Council, the governing body of Sheffield, Alabama

Come now Dewey D. Mitchell, Rex Burleson, Bobby Irons, David Bradford, Ian T. Sanford, and Billy S. Shoemaker and herewith make written application to incorporate a public corporation under the provisions of Chapter 99B of Title 11 of the CODE OF ALABAMA 1975, as amended, to be known as THE NORTHWEST ALABAMA COOPERATIVE DISTRICT, hereinafter called the "District", for the purpose of acquiring, financing, refinancing, providing, establishing, installing, using, or managing one or more projects, as defined in said Chapter 99B, in Colbert and Lauderdale Counties in the State of Alabama.

1. This Application, including the proposed Certificate of Incorporation attached hereto as Exhibit A, shall be filed with the governing bodies of Lauderdale County, Colbert County, the City of Florence, the City of Muscle Shoals, the City of Sheffield, and the City of Tuscumbia (the "Authorizing Subdivisions").

2. The applicants listed above propose to incorporate a district pursuant to Chapter 99B of Title 11 of the CODE OF ALABAMA 1975, as amended (the "District"). The District is being formed to acquire and develop land and improvements presently owned by Tennessee Valley Authority, as an agency of the United States of America, generally described as follows:

   Approximately 1380 acres bounded on the north by TVA Reservation Road, bounded on the west by Hatch Boulevard (in Sheffield), bounded on the south by Second Street (in Muscle Shoals) and bounded on the east by Wilson Dam Road (in Muscle Shoals). ALSO, the properties designated as the "Slag Area" (consisting of approximately 70 acres), the "MPB Complex" (consisting of approximately 34.9 acres) and "WARL" (consisting of approximately 10.5 acres) in the approximate locations as depicted on the attached map designated as Exhibit B hereto and made a part hereof by reference. LESS AND EXCEPT five tracts of land particularly described on the attached Exhibits B-1, B-2, B-3, B-4 and B-5 hereto and made a part hereof by reference.

3. The members of the District shall be Lauderdale County, Colbert County, the City of Florence, the City of Muscle Shoals, the City of Sheffield, and the City of Tuscumbia, all in Alabama.
4. There shall be six (6) directors of the District. The Lauderdale County Commission, as governing body of Lauderdale County, shall appoint a director who is a duly qualified elector of Lauderdale County, Alabama. The Colbert County Commission, as governing body of Colbert County, shall appoint a director who is a duly qualified elector of Colbert County, Alabama. The City Council of Florence, as governing body of the City of Florence, shall appoint a director who is a qualified elector of the City of Florence, Alabama. The City Council of Muscle Shoals, as governing body of the City of Muscle Shoals, shall appoint a director who is a qualified elector of the City of Muscle Shoals, Alabama. The City Council of Sheffield, as governing body of the City of Sheffield, shall appoint a director who is a qualified elector of the City of Sheffield, Alabama. The City Council of Tuscumbia, as governing body of the City of Tuscumbia, shall appoint a director who is a qualified elector of the City of Tuscumbia, Alabama. The initial term of office of each director shall begin immediately upon his or her election and shall end at 12:01 a.m. on the fourth anniversary date of the filing for record of the certificate of incorporation of the District. Thereafter, the term of office of each director shall be four years.

5. The proposed location of the principal office of the District is Colbert County Courthouse, 201 Main Street, Tuscumbia, Alabama 35674.

6. Each of the applicants herein is a duly qualified elector of at least one of the Authorizing Subdivisions.

7. Provided there are no bonds or other obligations of the District outstanding, upon dissolution of the District pursuant to Section 11-99B-15, of the CODE OF ALABAMA 1975, as amended, all properties owned by the District shall be transferred and conveyed to the members of the District, equally, share and share alike.

8. We request that you each adopt a resolution declaring that it is wise, expedient, and necessary that the District be formed, authorizing the undersigned to proceed to form such District by filing for record the certificate of incorporation in accordance with Section 11-99B-4 of the CODE OF ALABAMA 1975, as amended, and approving the proposed Certificate of Incorporation, submitted herewith and attached hereto as Exhibit A.

This 15th day of April, 2009.

Bobby Irons

Dewey D. Mitchell

David Bradford

Rex Burleson

Ian T. Sanford

Billy S. Shoemaker
CERTIFICATE OF INCORPORATION

This Certificate of Incorporation is made, executed and filed pursuant to the provisions of Chapter 99B of Title 11 of the CODE OF ALABAMA 1975, as amended, for the purpose of the formation of a public corporation to be known as THE NORTHWEST ALABAMA COOPERATIVE DISTRICT (the "District"). The persons who are to incorporate the District have applied to and received the permission of the Authorizing Subdivisions, as hereinafter defined in paragraph 3, to proceed with this incorporation.

1. The names and residences of the six incorporators are as follows:

   Dewey D. Mitchell  
   100 Audubon Drive  
   Florence, AL 35633  

   Rex Burleson  
   1600 Lakewood Drive East  
   Muscle Shoals, AL 35661  

   Bobby Irons  
   310 Westbury Lane  
   Florence, AL 35630  

   David Bradford  
   400 Lakeside Circle  
   Muscle Shoals, AL 35661  

   Ian T. Sanford  
   804 River Bluff Drive  
   Sheffield, AL 35660  

   Billy S. Shoemaker  
   1024 Eastwood Street  
   Tuscumbia, AL 35674  

Each of the said incorporators is a duly qualified elector of at least one of the Authorizing Subdivisions as hereinafter defined in paragraph 3.

2. The period of duration of the District is perpetual subject to the provisions of Section 11-99B-15 of the CODE OF ALABAMA 1975, as amended.
3. The Authorizing Subdivisions and the Members of the District are Lauderdale County, Colbert County, the City of Florence, the City of Muscle Shoals, the City of Sheffield and the City of Tuscumbia, all in Alabama. Attached hereto as Exhibit A is a certified copy of a resolution adopted on March ___, 2009 by the governing body of Lauderdale County approving the incorporation of the Authority and the form and contents of this certificate. Permission to organize the District was granted by the aforesaid resolution. Attached hereto as Exhibit B is a certified copy of a resolution adopted on March ___, 2009 by the governing body of Colbert County approving the incorporation of the Authority and the form and contents of this certificate. Attached hereto as Exhibit C is a certified copy of a resolution adopted on March ___, 2009 by the governing body of the City of Florence approving the incorporation of the Authority and the form and contents of this certificate. Attached hereto as Exhibit D is a certified copy of a resolution adopted on March ___, 2009 by the governing body of the City of Muscle Shoals approving the incorporation of the Authority and the form and contents of this certificate. Attached hereto as Exhibit E is a certified copy of a resolution adopted on March ___, 2009 by the governing body of the City of Sheffield approving the incorporation of the Authority and the form and contents of this certificate. Attached hereto as Exhibit F is a certified copy of a resolution adopted on March ___, 2009 by the governing body of the City of Tuscumbia approving the incorporation of the Authority and the form and contents of this certificate.

4. The name of the District shall be THE NORTHWEST ALABAMA COOPERATIVE DISTRICT. The proposed location of the principal office of the District is Colbert County Courthouse, 201 Main Street, Tuscumbia, Alabama 35674.

5. The District is being formed to acquire and develop land and improvements presently owned by Tennessee Valley Authority, as an agency of the United States of America, generally described as follows:

Approximately 1380 acres bounded on the north by TVA Reservation Road, bounded on the west by Hatch Boulevard (in Sheffield), bounded on the south by Second Street (in Muscle Shoals) and bounded on the east by Wilson Dam Road (in Muscle Shoals). ALSO, the properties designated as the “Slag Area” (consisting of approximately 70 acres), the “MPB Complex” (consisting of approximately 34.9 acres) and “WARL” (consisting of approximately 10.5 acres) in the approximate locations as depicted on the attached map designated as Exhibit A hereto and made a part hereof by reference. LESS AND EXCEPT five tracts of land particularly described on the attached Exhibits B-1, B-2, B-3, B-4 and B-5 hereto and made a part hereof by reference.

6. There shall be six (6) directors of the District. The Lauderdale County Commission, as governing body of Lauderdale County, shall appoint a director who is a duly qualified elector of Lauderdale County, Alabama. The Colbert County Commission, as governing body of Colbert County, shall appoint a director who is a duly qualified elector of Colbert County, Alabama. The City Council of Florence, as governing body of the City of Florence, shall appoint a director who is a qualified elector of the City of Florence, Alabama.
The City Council of Muscle Shoals, as governing body of the City of Muscle Shoals, shall appoint a director who is a qualified elector of the City of Muscle Shoals, Alabama. The City Council of Sheffield, as governing body of the City of Sheffield, shall appoint a director who is a qualified elector of the City of Sheffield, Alabama. The City Council of Tuscumbia, as governing body of the City of Tuscumbia, shall appoint a director who is a qualified elector of the City of Tuscumbia, Alabama. The initial term of office of each director shall begin immediately upon his or her election and shall end at 12:01 a.m. on the fourth anniversary date of the filing for record of the certificate of incorporation of the District. Thereafter, the term of office of each director shall be four years.

7. Provided there are no bonds or other obligations of the District outstanding, upon dissolution of the District pursuant to Section 11-99B-15, of the CODE OF ALABAMA 1975, as amended, all properties owned by the District shall be transferred and conveyed to the members of the District, equally, share and share alike.

8. The Application filed with the governing body of each of the Authorizing Subdivisions in accordance with Section 11-99B-3, of the CODE OF ALABAMA 1975, as amended, was identical to the copy thereof filed herewith.

9. The District shall have and exercise all of the power and authority set forth in the provisions of Chapter 99B of Title 11 of the CODE OF ALABAMA, 1975, as amended, for corporations organized thereunder and such additional power and authority as is now or may hereafter provided by law.

10. The officers of the District shall consist of a chair, a vice-chair and a secretary-treasurer who shall be elected by the board of directors. The chair and the vice-chair of the District shall be elected by the board from its membership. The secretary-treasurer shall be elected by the board and may be, but is not required to be, a director. The chair and the vice-chair of the District shall be elected by the board for two-year terms, and the secretary-treasurer shall be elected by the board for such term as it deems advisable.

IN TESTIMONY HEREOF, the undersigned have executed these presents as the Certificate of Incorporation of THE NORTHWEST ALABAMA COOPERATIVE DISTRICT as incorporators thereof this the ____ day of April, 2009.

Bobby Irons

Dewey D. Mitchell

David Bradford

Rex Burleson

Ian T. Sanford

Billy S. Shoemaker
STATE OF ALABAMA   )
     )
COUNTY OF COLBERT   )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Dewey D. Mitchell, Rex Burleson, Bobby Irons, David Bradford, Ian T. Sanford and Billy S. Shoemaker, whose names are signed to the foregoing Certificate of Incorporation of The Northwest Alabama Cooperative District, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Certificate of Incorporation, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of April, 2009.

______________________________
Notary Public

S E A L

My commission expires ______________
EXHIBIT B-1

A parcel of land lying in Section 24, Township 3 South, Range 11 West, Colbert County, State of Alabama, being on the Wilson Reservation opposite Tennessee River Mile 257L, as shown on US-TVA Drawing No. 29 MS 461 B 102 (D) R.0 and being more particularly described as follows:

Commencing at the southeast corner of Section 24, being a common corner in sections 24, 19, 30 and 25 (Coordinates: N. 1,736,529.27, E. 459,559.16), and being corner No. 30 (2-C); thence N64°27'38"W, 2,860.18 feet to railroad spike with a cross on top (set) in old concrete roadway, being corner No. PE-1 and the Point Of Beginning:

Thence leaving the point of beginning and with the eastern line of the herein described parcel S02°46'09"W, 221.47 feet to an aluminum monument (set), being corner No. PE-2; thence leaving the said eastern line and with the southern line of he herein described parcel N86°40'15"W, 162.04 feet to railroad spike with a cross on top (set) in the east edge of old road, being corner No. PE-3; thence leaving the said southern line and with the eastern edge of the said old road and the western line of the herein described parcel N04°03'53"E, 217.41 feet to railroad spike with a cross on top (set), being corner No. PE-4; thence leaving the eastern edge of the said old road and the said western line and with the northern line of the herein described parcel S88°09'17"E, 157.14 feet to the point of beginning and containing 0.804 acre, more or less.

Positions of corners and directions of lines are referred to the Alabama Mercator West Coordinate System and NAD 27 Horizontal Datum. The elevations for establishing the contours are based on NGVD 1929.

Located on VTM Quad FLORENCE, AL, 44-SW.

This description was prepared from Reservation Map 01 MS 421 B 514-C-2 R.1 and a survey dated 08-192003 by:

Ron Watson, RLS
832 Georgia Ave.
Chattanooga, TN 37402
AL License No. 20901

08/29/03
EXHIBIT B-2

A parcel of land lying in Section 24, Township 3 South, Range 11 West, Colbert County, State of Alabama, being on the Wilson Reservation opposite Tennessee River Mile 257L, as shown on US-TVA Drawing No. 29 MS 461 B 102 (D) R.0 and being more particularly described as follows:

Commencing at the southeast corner of Section 24, being a common corner in sections 24, 19, 30 and 25 (Coordinates: N 1,736,529.27, E 459,559.16), and being corner No. 30 (2-C); thence N66°07'20"W, 3,030.33 feet to an angle iron with cap (set), being corner No. PW-1 and the Point Of Beginning:

Thence leaving the point of beginning and with the eastern line of the herein described parcel S04°31'28"W, 179.12 feet to an aluminum monument (set), being corner No. PW-2; thence leaving the said eastern line and with the southern line of the herein described parcel N87°57'46"W, 838.29 feet to cotton picker spindle (set) in a concrete slab, being corner No. PW-3; thence leaving the said southern line and with the western line of the herein described parcel N01°51'06"E, 221.30 feet to railroad spike with a cross on top (set) near the southern edge of a road, being corner No. PW-4; thence leaving the said western line and with the norther line of the herein described parcel and the southern edge of a road S86°58'51"E, 799.29 feet to an angle iron with cap (set), being corner No. PW-5; thence leaving the southern edge of said road and continuing with the said norther line S56°55'40"E, 55.56 feet to the point of beginning and containing 4.128 acres, more or less.

Positions of corners and directions of lines are referred to the Alabama Mercator West Coordinate System and NAD 27 Horizontal Datum. The elevations for establishing the contours are based on NGVD 1929.

Located on VTM Quad FLORENCE, AL. 44-SW.

This description was prepared from Reservation Map 01 MS 421 B 514-C-2 R.1 and a survey dated 08-19-2003 by:

Ron Watson, RLS
832 Georgia Ave.
Chattanooga, TN 37402
AL License No. 20901
EXHIBIT B-3

A parcel of land lying in Section 25, Township 3 South, Range 11 West, Colbert County, State of Alabama, being on the Wilson Reservation opposite Tennessee River Mile 257L, as shown on US-TVA Drawing No. 29 MS 461 B 103(D) R.0 and being more particularly described as follows:

Commencing at the northeast corner of Section 25, being a common corner in sections 24, 19, 30 and 25 (Coordinates: N. 1,736,529.27, E. 459,559.16), and being corner No. 30 (2-C); thence S85°57'55"W, 2,964.64 feet to an aluminum monument (set), being corner No. SWMU-104A and the Point Of Beginning;

Thence leaving the point of beginning and with the northern line of the herein described parcel S87°01'12"E, 183.13 feet to an angle iron with cap (set), being corner No. SWMU-104B; thence continuing with the said northern line S82°39'12"E, 111.91 feet to an angle iron with cap (set), being corner No. SWMU-104C; thence leaving the said northern line and with the northeastern line of the herein described parcel S69°39'04"E, 120.81 feet to an angle iron with cap (set), being corner No. SWMU-104D; thence continuing with the said northeastern line S54°09'47"E, 120.16 feet to an angle iron with cap (set), being corner No. SWMU-104E; thence continuing with the said northeastern line S42°06'15"E, 108.89 feet to an angle iron with cap (set), being corner No. SWMU-104F; thence continuing with the said northeastern line E30°22'12"E, 64.70 feet to an angle iron with cap (set), being corner No. SWMU-104G; thence leaving the said northeastern line and with the eastern line of the herein described parcel S58°13'39"W, 19.81 feet to an angle iron with cap (set), being corner No. SWMU-104H; thence continuing with the said eastern line S15°18'29"E, 130.03 feet to an angle iron with cap (set), being corner No. SWMU-104J; thence continuing the said eastern line S01°21'22"W 233.26 feet to an angle iron with cap (set), being corner No. SWMU-104K; thence continuing with the said eastern line S02°29'07"W, 785.95 feet to an angle iron with cap (set), being corner No. SWMU-104L; thence leaving the said eastern line and with the southern line of the herein described parcel N70°57'26"W, 633.49 feet to an angle iron with cap (set), being corner No. SWMU-104M; thence leaving the said southern line and with the western line of the herein described parcel N02°38'58"E, 792.44 feet to an angle iron with cap (set), being corner No. SWMU-104N; thence continuing with the said western line N03°44'42"W, 212.35 feet to an angle iron with cap (set), being corner No. SWMU-104P; thence continuing with the said western line N03°11'36"W, 217.21 feet to the point of beginning and containing 17.462 acres, more or less.

Positions of corners and directions of lines are referred to the Alabama Mercator West Coordinate System and NAD 27 Horizontal Datum. The elevations for establishing the contours are based on NGVD 1929.

Located on VTM Quad FLORENCE, AL. 44-SW.

This description was prepared from Reservation Map 01 MS 421 B 514-C-2 R.1 and a survey dated 08-20-2003 by:
Ron Watson, RLS
832 Georgia Ave.
Chattanooga, TN 37402
AL. License No. 20901
EXHIBIT B-4

A parcel of land lying in Section 25, Township 3 South, Range 11 West, Colbert County, State of Alabama, being on the Wilson Reservation opposite Tennessee River Mile 257L, as shown on US-TVA Drawing No. 28 461 B 103(D) R.0 and being more particularly described as follows:

Commencing at the northeast corner of Section 25, being a common corner in sections 24, 19, 30 and 25 (Coordinates: N. 1,736,529.27, E. 459,559.16), and being corner No. 30 (2-C); thence N89°19'24"W, 2,018.00 feet to an aluminum monument (set), being corner No. SWMU-108A and the Point Of Beginning;

Thence leaving the point of beginning and with the northerly line of the herein described parcel S37°49'14"E, 206.00 feet to an angle iron with cap (set), being corner No. SWMU-108B; thence continuing with the said northerly line S88°50'41"E, 1,122.38 feet to a railroad spike with a cross on top (set), being corner No. SWMU-108C; thence continuing with the said northern line N00°56'34"E, 135.55 feet to an angle iron with cap (set), being corner No. SWMU-108D; thence continuing with the said northern line S80°11'56"E, 350.41 feet to an angle iron with cap (set), being corner No. SWMU-108E; thence leaving the said northern line and with the southeastern line of the herein described parcel S46°42'49"W, 1,198.32 feet to an aluminum monument (set), being corner No. SWMU-108F; thence continuing with the said southeastern line S38°26'17"W, 1,038.08 feet to an angle iron with cap (set), being corner No. SWMU-108G; thence continuing with the said southeastern line S73°44'26"W, 88.72 feet to an angle iron with cap (set), being corner No. SWMU-108H WC2; thence continuing with the said southeastern line S73°44'26"W, 25.11 feet to a point, being corner No. SWMU-108H; thence leaving the said southeastern line and with the western line of the herein described parcel N02°47'02"E, 42.39 feet to an angle iron with cap (set), being corner No. SWMU-108H WC; thence continuing with the said western line N02°47'02"E, 623.65 feet to an angle iron with cap (set), being corner No. SWMU-108I; thence continuing with the said western line N03°29'22"E, 464.29 feet to an angle iron with cap (set), being corner No. SWMU-108K; thence continuing with the said western line N50°10'4"E, 157.08 feet to an angle iron with cap (set), being corner No. SWMU-108L; thence continuing with the said western line N40°52'15"W, 171.07 feet to an angle iron with cap (set), being corner No. SWMU-108M; thence continuing with the said western line N02°05'14"W, 213.34 feet to an angle iron with cap (set), being corner No. SWMU-108N; thence continuing with the said western line N08°31'27"W, 206.51 feet to the point of beginning and containing 27.365 acres, more or less.

Positions of corners and directions of lines are referred to the Alabama Mercator West Coordinate System and NAD 27 Horizontal Datum. The elevations for establishing the contours are based on NGVD 1929.

Located on VTM Quad FLORENCE, AL. 44-SW.

This description was prepared from Reservation Map 01 MS 421 B 514-C-2 R.1 and a survey dated 08-20-2003 by:

Ron Watson, RLS
832 Georgia Ave.
Chattanooga, TN 37402
AL License No. 20901
EXHIBIT B-5

A parcel of land lying in Section 24, Township 3 South, Range 11 West, Colbert County, State of Alabama, being on the Wilson Reservation opposite Tennessee River Mile 257L, as shown on US-TVA Drawing No. 29 MS 461 B 102(D) R.0 and being more particularly described as follows:

Commencing at the southeast corner of Section 24, being a common corner in sections 24, 19, 30 and 25 (Coordinates: N. 1,736,529.27, E. 459,559.16), and being corner No. 30 (2-C); thence N67°27'43"W, 4,346.09 feet to an angle iron with cap (set), being corner No. SWMU-112A and the Point Of Beginning:

Thence leaving the point of beginning and with the western line of the herein described parcel N48°33'48"W, 100.35 feet to an aluminum monument (set), being corner No, SWMU-112G; thence continuing with the said western line N11°24'20"E, 808.53 feet to an aluminum monument (set), being corner No. SWMU-112F; thence leaving the said western line and with the northern line of the herein described parcel S80°12'40"E, 682.99 feet to an angle iron with cap (set), being corner No. SWMU-112E; thence leaving the said northern line and with the eastern line of the herein described parcel S06°42'56"E, 70.98 feet to an angle iron with cap (set), being corner No. SWMU-112D; thence continuing with the said eastern line S02°45'14"E, 487.66 feet to an angle iron with cap (set), being corner No, SWMU-112C; thence continuing with the said eastern line S00°23'11"E, 185.31 feet to an angle iron with cap (set), being corner No. SWMU-112B; thence leaving the said eastern line and with the southern line of the herein described parcel N89°59'47"W, 790.69 feet to the point of beginning and containing 14.385 acres, more or less.

Positions of corners and directions of lines are referred to the Alabama Mercator West Coordinate System and NAD 27 Horizontal Datum. The elevations for establishing the contours are based on NGVD 1929.

Located on VTM Quad FLORENCE, AL. 44-SW.

This description was prepared from Reservation Map 01 MS 421 B 514-C-2 R.1 and a survey dated 08-192003 by:
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