

# Wedowee Utilities

## Board meeting

DATE May 13th, 2026

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TIME 9:00am

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MEETING CALLED TO ORDER BY Barry Waldrep

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### IN ATTENDANCE

Barry Waldrep, Richie Traylor, Tony Heard, Randy Benefield, Jim Hall, Hunter Shelton, Brian Collins, Jerry Huddleston, Lisa Waldrep

Barry called the meeting to order at 9:00 A.M. He asked Richie Traylor to open with a prayer. Barry lead the pledge to the American Flag.

### APPROVAL OF MINUTES:

Minutes provided to Board Members prior to meeting for review. Jim Hall read the minutes from April 8<sup>th</sup>, 2026. Barry ask for motion to approve minutes Richie Traylor made motion Tony Heard seconded, motion carried.

### NEW BUSINESS

Barry gave the financial report. April showed a positive \$60401.48 and year to date a positive \$105904.87

Barry addressed the large outstanding balances and bad debt with rental properties. The solution is to have the landlords sign a Landlord agreement (see attached) stating in the event a renter leave with an outstanding balance the Landlord agrees that service will not be turned on to that property until the outstanding balance is satisfied. Barry asked for a motion Richie made a motion Tony seconded; motion carried.

Randy gave update on the refurbishing of the new office location. He provided a list of what was still needed before the building could be moved into. He stated that a lot of the work had been done by Utility employees and he hoped June 1<sup>st</sup> move in date but we would give a couple weeks' notice to customers of the actual I date. He noted that the building offered a host of advantages such as the drive thru window a vault for securing records and maps from fire and tornados. Randy estimated a cost of \$48000.00 which he noted was on the high side. Barry asked for a motion to approve Richie made a motion Tony seconded; motion carried.

Randy gave update on the clean up and painting of the shop. The sale of scrap metal has paid for the roll offs and the painting of the shop with a positive balance of around \$1200.00.

Barry reported that the city council had approved the sale of the shop building to the Utility Board and that City council had approved the purchase of the current Utility building. The agreement for several appraisals to be taken to determine fair market value of each building.

Barry presented the new tap fee increases from \$2100.00 to \$2400.00. Richie made a motion Tony seconded; motion carried.

Barry gave an update on the county road one project. He said that 90% of the pipe had been laid and was waiting on the Alabama DOT to approve the state road 48 bore to connect to the Wedowee Tank.

Barry confirmed that the new schedule for CWS was in place as of May 1<sup>st</sup> and that Holiday weekends will require CWS to operate 24 hours a day to guarantee water to our customers.

Barry stated that we had a large loss of water in April due to fire hydrate testing, water being stolen, and leaks. These losses totaled around 8 million gallons. Randy said he would present the board a policy at the next Board Meeting for a charge for anyone who is testing or using water outside our normal customer's.

Barry asked for an update on how bills are currently being processed. Randy replied that bills are paid according to vendor terms. Day to Day operating expenses are being paid by the accountant and all extreme purchases are brought before the Board for approval.

Barry noted that the City of Wedowee had signed the operating agreement for the Lagoon. The 16 acres which belongs to the Utility Board should be sold to the City for the same amount it was purchased for \$150000.00 since the City owns the Lagoon. The purpose of the property is for the expansion of the lagoon should it ever be needed. Randy said that he had already had a conversation with the mayor and he agreed that the City or the Board should always maintain ownership of the property. Barry asked for a motion to sell the property to the city with the agreement that it would never be sold unless back to the Board. Tony made the motion, Richie seconded; motion carried.

Barry updated the status of the loan for the lagoon the board is still waiting for a check for around \$23000.00 that is by the city to close the project.

Barry told of customer Mrs. Neil that has requested a credit for \$436.00 paid on her deceased mother's account. The account should have been cut off in 2017 but the request was never received. The amount represents the minimum payment, no water was ever used. Richie made a motion to issue credit Tony seconded; motion carried.

Barry asked for a motion to retain Brad Proctor as legal counsel for the Board in the event Chad Lee could not represent both the City and the Board. Richie made the motion, Tony seconded; motion carried.

Barry explained that we had received an additional bill from the IRS for around \$42,000.00 which \$6,000.00 was back taxes, from 2020 to 2025 and around \$36000.00 was penalties and interest. Randy explained that a large portion was due to the fact that the required forms were never submitted to the IRS.

Randy stated that he was okay with holding off till the next Board meeting before asking to implementing a fuel sur charge but that our fuel cost for the fleet had almost double from last year

## REPORTS

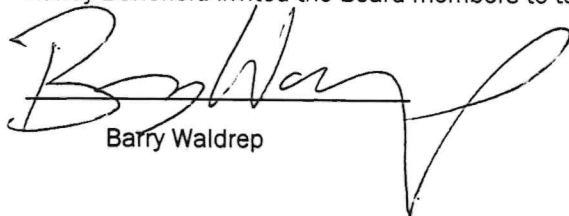
Hunter Shelton gave reports on the plant and the Lagoon. He also reported that ADEM had performed their annual inspection of the plant and found no issues. He noted that with the Lagoon that there had been no noncompliance issues.

He presented a R&M rebate check in the amount of \$23,840.00 to the Board.

Hunter has for the Board's approval of the MWPP report for the Lagoon. Tony made a motion Richie seconded; the motion carried.

Being no further business to come before the Board Barry asked for a motion to adjourn Richie made a motion Tony seconded meeting adjourn.

Randy Benefield invited the Board members to tour the progress made at the new office.

  
Barry Waldrep

  
Jim Hall

# Wedowee Utilities

## Board meeting

DATE April 22nd 2026

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TIME 9:00 am

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MEETING CALLED TO ORDER BY Barry Waldrep

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### IN ATTENDANCE

Barry Waldrep, Richie Traylor, Tony Heard, Curt O'Donnell

### APPROVAL OF MINUTES:

SPECIAL CALLED MEETING NO MINUTES

### NEW BUSINESS

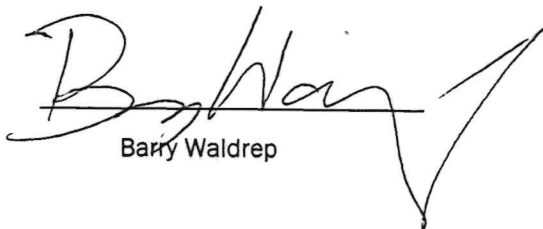
Special called meeting to address the change from CWS operating the treatment Plant 24 hours 7 days a week to 12 hours 7 days a week. The system must be able to maintain water quality and pressure to its customers. Without the additional water line the highway 48 water tank cannot meet demand. Wedowee Utilities will partner with The Randolph Water system and split the cost of \$115738.57, less telemetry, to install a supply line to the tank. The total cost of the project estimated at \$87000.00 with a 10 month pay back. Randolph County Water will finance this with no interest till the end of the year.

Randy explained that May 1<sup>st</sup> CWES will begin the new hours of operation. Wedowee utilities will begin monitoring the tank levels and manually changing the values to maintain pressure. The new line on Hwy One with the installation of the butterfly valve will automatically regulate the tank. This will not require the estimated monthly \$8900.00 in overtime pay that will result in the ten month pay back.

Barry recommended a motion. Richie Traylor made motion Tony Heard seconded, motion passed.

Barry made motion to adjourn Tony seconded meeting adjourned.

### REPORTS

  
Barry Waldrep

  
Jim Hall

# Wedowee Utilities

DATE April 8<sup>th</sup>, 2026

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TIME 9:00am

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MEETING CALLED TO ORDER BY Barry Waldrep

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## IN ATTENDANCE

Barry Waldrep, Richie Traylor, Tony Heard, Randy Benefield, Jim Hall, Hunter Shelton, Brian Collins, Trae Strain, Tim Smith

## APPROVAL OF MINUTES:

Minutes provided to Board Members prior to meeting for review.

Barry ask for motion to approve minutes Richie Traylor made motion Tony Heard seconded, motion carried.

## NEW BUSINESS

Barry welcomed everyone asked Rand Benefield to open with a prayer. Barry lead the pledge to the American Flag.

Barry explained that since the change to true accrual accounting April will reflect the first month of true accrual.

Barry made a motion to except the new contract with CWS Under the contract they will operate the plant 7 am to 7 pm 7 days a week. Richie Traylor seconded; motion carried.

Barry made the motion to sign the 40-year contact with Randolph County to purchase water from them. Tony Heard seconded; motion carried.

Curt O Daniel with Green Hill Engineering to introduce himself to the new Board.

Barry made motion to approve Trae Strains request for water to his new 19 lot subdivision. Richie Traylor seconded; motion carried.

Barry made motion to go forward with Scott Carter's planned camp ground / RV park located behind Benefield's Funeral home. Richie Traylor seconded; motion carried.

Barry asked for a motion to purchase the city shop located on the land owned by Wedowee Utilities. Wedowee City Council had approved the sell at appraised value. Richie Traylor motion Tony Heard seconded; motion carried.

Barry purposed to sell the current building, owned by Wedowee Utilities, to the Town of Wedowee for the police station expansion. Barry explained that the Wedowee City Council voted to purchase the current Utility Building Barry ask for a motion to sell Richie Traylor made motion Tony Heard seconded; motion carried.

Barry explained that he wanted to be completely transparent that he is a member of Southern Properties LLC. which owns the Bank building located at 105 South Main street. The utility Board will buy the building at appraised value the same as the city is buying the current Utility Office building at appraised value. The Utility Office will relocate it's office there. Barry asked for a motion to purchase the building Richie Traylor made a motion Tony Heard seconded; motion carried. Randy explained that he approached Barry about purchasing the bank building because of the drive-thru, which is a big customer convenience especially for the older and disabled customers. The vault provides security from fire or weather that could destroy the records and maps dating back to the 1950's.

Randy asked that the Board approve a \$3500.00 credit for the Italian Restaurant in town due to a water leak closing the business for 11 days last summer. Barry asked for a motion Richie made a motion to grant the \$3500.00 credit Barry seconded; motion carried.

Randy ask if we could sell, by auction or closed bid, three older vehicles setting at the shop, not in running condition, two older trucks and a D3dozier. Tony made a motion Richie seconded; motion carried.

Randy presented the idea that unless fuel prices come down soon it will be necessary to implement a fuel sur charge due to our fuel cost to operate has double. Barry made for a motion to table until next meeting to see what fuel prices are then, Richie seconded; motion carried

Randy also asks, just for consideration, for now our price on natural gas remains the same while all other Utilities companies have a sur charge based on the increase cost of gas.

Randy added that the contract with Randolph county is for 30 million gallons a month which exceeds our current demand.

## REPORTS

Hunter gave the report on the Plant and the Lagoon. He noted that all the flow meters had been calibrated.

Randy reported that the clean-up at the shop was going well and that the sale of scrap was around \$8500.00 which more than paid for the roll offs and labor.

Barry made motion to adjourn Tony seconded, meeting adjourned.

  
Barry Waldrep

  
Jim Hall

# Wedowee Utilities

## Board meeting

DATE March 11, 2026

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TIME 9: A.M.

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MEETING CALLED TO ORDER BY Barry Waldrep

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### IN ATTENDANCE

Barry Waldrep, Richie Traylor, Tony Heard, Randy Benefield, Jim Hall Hunter Shelton, Brian Collins, and a host of concerned citizens

### APPROVAL OF MINUTES:

Barry ask the Board if they had read the minutes and if there was any questions or concerns. None were noted. He then ask for a motion to accept. Richie Traylor made the motion Tony Heard seconded.

### NEW BUSINESS

Barry Waldrep gave the financial report. He stated that beginning with January 1<sup>st</sup> ,2026 accounting will go from cash to accrual accounting.. There is \$196103.00 on the P&L that should have been recorded in 2025. He stated by April of 2026 there should be a completed balance sheet.

Randy Benefield gave up date on the ADEM Permit request due by May 19<sup>th</sup> 2026. Some minor changes were made to it. (see book) It is now awaiting Tim Coe's comments.

Barry address the requests that had been made for copies of various documents. There is now a list available at the front desk specifying what can and cannot be provided to the public.

Barry clarified what the Board was allowed to make changes in the Bi- Laws according to the Alabama State laws. (see By-laws)

Barry purposed a resolution to the original Certificate of Incorporation dated, December 7<sup>th</sup> 1950, to restore the original language of the document. (see book) Barry ask for a motion Richie Traylor made motion Tony Heard second motion carried. Resolution will now be taken to the Wedowee City council. .

Barry questioned the pasted approval of the sale of salvage from the shop. The pasted Board had approved this in May of 2025.

Current request are as follows.

Randy requested \$2500.00 for dumpsters to clean up around the shop.

Randy requested fuel cards for all the company trucks. (see attached)

Barry ask for a motion Richie Traylor made motion Tony Heard seconded motion carried.

Randy requested capital expenditure purchase of a trailer for transportation of back hoe not to exceed \$8500.00.

Also, safety equipment for confined space environments per OSHA regulations. Estimate cost \$5000.00.

Barry ask for a motion to approve Tony Heard made motion Richie Traylor seconded. Motion carried.

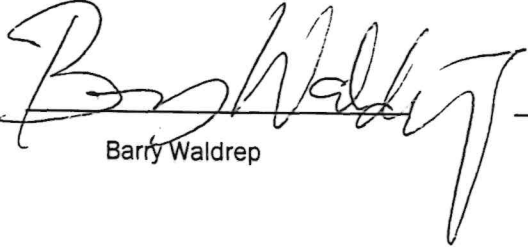
Lease agreement for the rent of a building from John Payne to secure and protect pipes and other material. Rent for one year with a four-year option. Rent not exceed \$800.00 per month. This rate is tentative. Barry ask for a motion Richie Traylor made a motion tony Heard seconded, motion carried.

Barry stated a list of Utility Board assets will be given at the next Board meeting.

Barry ask if there was any further business if not motion to adjourn Richie Traylor made motion Tony Heard made motion carried meeting adjourned.

Reports:

Hunter Shelton with CWS gave the monthly and the Annual Reports. (See attached)

  
Barry Waldrep \_\_\_\_\_  
Date

  
Jim Hall \_\_\_\_\_

# Wedowee Utilities

## Board meeting

DATE February 18<sup>th</sup>, 2026

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TIME 5:00 P.M.

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MEETING CALLED TO ORDER BY Barry Waldrep

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### IN ATTENDANCE

Barry Waldrep, Richie Traylor, Tony Heard,

Meeting opened with a prayer and Pledge to the American Flag.

### APPROVAL OF MINUTES:

### NEW BUSINESS

Barry read a letter (see attached) introducing himself and connections to the town and community. He stated that on February 3<sup>rd</sup> he was appointed by the Wedowee City council as chairman to the Utility Board and on February 4<sup>th</sup> sworn in at the court house by the probate judge, George Diamond.

Barry stated that he had statements where Board decisions had been reversed by Brenda Boone  
Barry presented a list of financial concerns and questions from the MDA auditors. Some of the identified, mis management included a \$500,00.00 CD that had no maintenance on it since May 14<sup>th</sup> 2002 that resulted in a loss of interest totaling \$351,274.40 according to the bank. The Board will decide on Friday how to best handle the CD going forward to maximize interest.

Brenda had stated previously in the February 4<sup>th</sup> 2026 meeting that she was a contracted employee working part time that made no decisions. Barry confirmed that no contract had been provided to date. Barry had confirmed with the Alabama State Supreme Court that a contracted W2 employee is a terminate at will employee. Barry said based on the facts alone presented to the board and with out bias he asked for a motion to terminate Mrs. Boone's employment effected immediately. Richie made a motion Tony seconded; motion carried. Barry wished Mrs. Boone well in her future endeavors.

Barry stated that going forward the Board intended to be transparent and accountable to all.

With advice from outside council the Board will move forward quickly

With that Barry introduced Randy Benefield. Randy gave his 30 years of credentials. Randy said he was looking forward to working with the Board and all employees, the City Council and customers with transparency and accuracy  
Randy disclosed that his nephew was a salesman for a company currently doing business with Wedowee Utilities.  
Pending his hire his nephew will voluntarily remove himself from any dealings with Wedowee Utility.

Barry ask for a motion to hire Randy as director Richie made a motion Tony seconded; motion carried.

Barry introduced Beth Brown as a highly recommended third-party accountant. Mrs. Brown gave her credentials and stated she looked forward to working with the Board, if hired. Barry asked for a motion Richie made a motion Tony seconded; motion carried. Mrs. Brown was asked if she had in relatives  
. with connections to Wedowee Utilities. She stated not to her knowledge that her family was in Newnan Georgia.

Barry introduced Brent Wilson as a highly qualified consultant on Federal and PSC regulations that has volunteered his services, at no charge, to the Board.

Barry noted that Mike Hester a retired long time employee who has extensive knowledge of our system has agreed to come back as a part time employee to help in any way that is needed.

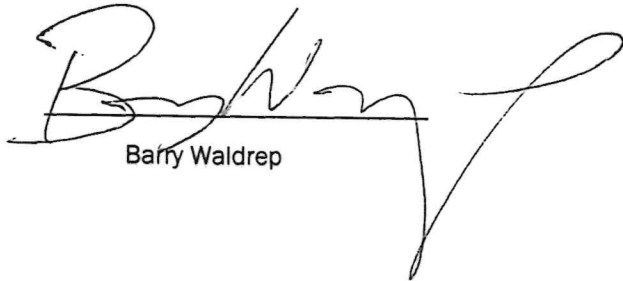
Barry was asked if there were any questions. He was asked about the Attorney Generals on going investigation. He replied that investigation was being handled by that office and no information had been made available.

Question on the Kelley Company and the bond for the: Lagoon. Barry said he had no information on it but it will be looked into thoroughly.

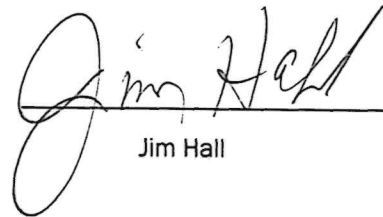
Who should be contacted to be placed on the agenda? He said Alison Payne in the office was the contact.

How frequently are the meetings? He replied they are held the second Wednesday of ever month.

With no further questions Barry asked for a motion to adjourn Richie made motion Tony seconded; meeting adjourned.



Barry Waldrep



Jim Hall

# Wedowee Utilities

## Board meeting

|                            |                                |
|----------------------------|--------------------------------|
| DATE                       | February 11 <sup>th</sup> 2026 |
| TIME                       | 9:00 A.M..                     |
| MEETING CALLED TO ORDER BY | Barry Waldrep                  |

### IN ATTENDANCE

Barry Waldrep, Richie Traylor, Tony Heard, Jim Hall, Alison Payne, Brian Cross, and a host of citizens.

### APPROVAL OF MINUTES:

Jim Hall read the minutes from the 5th Barry ask for a motion to accept the minutes as read Richie made motion Tony seconded.

### NEW BUSINESS

Barry Waldrep called the meeting to order. Gene Crouch opened the meeting with a prayer. Barry lead in the pledge of allegiance to the flag. Barry gave the financial report. Barry ask for a motion to accept Richie made motion Tony seconded.

Trae Strain made a request to extend the main line 1700 feet to supply water to 19 lots. He stated he will cover the installation of the line. The sub-division is located just before the river bridge on Old Highway 431. Barry tabled the issue till it could be looked into in more detail. Trae was in agreement with that decision.

Hunter Shelton, with CWS, gave the monthly update on the Water Plant and the Lagoon. See attached. Barry asked if the contract with CWS includes CWS being responsible for all liabilities. Brian Collins, the regional Manager with CWS, answered the question that CWS is responsible for the product made as well as reporting and compliance responsibilities.

Barry stated that the New Board is working to restore financial stability and confidence in the Board through transparency. Barry shared some of the finds, risk and proposals from the ongoing audit.

Barry ask if Brenda Boone was present? She was not.

Barry ask if Tim Coe was present? He was not.

Barry ask if Brian Cross was present. He answered he was present.

Barry asked the question of Jim Hall, Alison Payne and Brian Cross, who is in charge of the day to day operation?

Jim answered no one person in charge we managed ourselves. Brenda made the statement that she did not make any decisions

Alison answered depending on if it was a financial or some other type of question. Brenda for financial. The board for most all other questions.

Brian answered "This was not the time or place to answer."

Brian refused to answer any question but stated he would answer questions in an Executive Session only.

Barry asked who does the hiring? It was answered that the Board would do the hiring.

Barry stated that 9 years ago the by-laws stated that the Mayor nor any member of the City Council could be a Board Member. Question who approved the change to the by-laws,

Bryanna Hunt ask a question about the by-laws and about payroll and who was the current Administrator.

Barry stated he would address payroll later in the meeting but Jim Hall was the new Administrator.

The status of the \$500,000.00 CD it was determined that the Bank had it mis labeled the supplied a letter confirming it was their error and it now has been corrected to reflect The Board as owner of the CD. Three names were on the CD Tim Coe, Brenda Boone, and Brian Cross. There was a considerable amount of interest lost due to no management of the account. Brian Cross stated that his name should no longer be on it.

Without Brenda present questions regarding other checks will not be ask.

New policies if passed will be put into place. Gas pumps will have a code device to track usage. Purchase orders will be giving on every purchase by the Administrator. Time sheets will be verified by the Administrator. Tracking devices for all Utility vehicles and vehicles only to be used for business purposes. Mandatory drug test for all employees. All employees required to handle themselves in a professional manner while on the job. Barry asked for a motion to approve all Richie made the motion Tony seconded motions carried.

Bryanna ask if minutes and documentations would be available upon request. Barry answered yes she could submit a request.

Terry Graham ask who the Board reports to. Barry answered they were appointed by the City Council. Terry ask who was in control before the new Board took over. Barry replied that they were trying to determine that. Tony stated he was on the previous Board and he said the Board would vote on something and that Brenda would not follow through with it. Bryanna ask who is the current administrator? Barry replied that Jim Hall is the current Administrator.

Harold Harmon inquired if the Board had the minutes from the last 5 years and if there are job descriptions for all employees. Barry replied yes.

Barry ask Tucker, with the Alabama Attorney General office, to weigh in on the situation and he stated that the investigation is on going and that was all he could say at the moment.

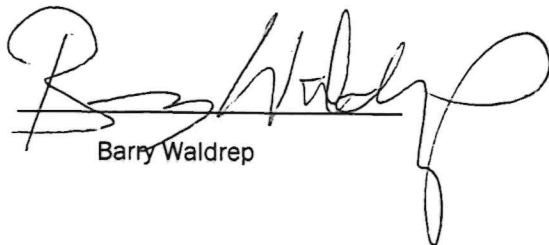
Barry made a motion for the Board to receive a monthly financial statement going forward. Tony made the motion and Richie seconded.

Kesa Johnston stated as a concerned citizen and not as an attorney that everyone should wait until all facts are presented. She also reminded everyone that the Board is ultimately responsible.

Barry ask for a motion to change Banks Tony made the motion Richie seconded.

Barry asked for a Motion to adjourn Tony made the motion Richie seconded.

## REPORTS

  
Barry Waldrep

  
Jim Hall

# Wedowee Utilities

## Board meeting

|                            |                                 |
|----------------------------|---------------------------------|
| DATE                       | February 4 <sup>th</sup> , 2026 |
| TIME                       | 5:00 P.M.                       |
| MEETING CALLED TO ORDER BY | Barry Waldrep                   |

### IN ATTENDANCE

Barry Waldrep, Richie Traylor, Tony Heard, Chad Lee, Brenda Boone Wedowee Utilities Employees (with the exception of Alexi Saffelle ) Tim Coe, Jerry Huddleston, April Huddleston, Charlie, Boone, Lesia Waldrep, Tim Altork, Harold Harmon, Will Swann, Lavenia Swann, Darren Finch, Scott Bayliss, Greg Dendinger, Bryana Brand ,Al Haynes, and others.

### APPROVAL OF MINUTES:

No minutes read.

### NEW BUSINESS

New Board opened with a prayer by Richie Traylor.

Barry called meeting to order

Barry opened with questions for Brenda Boone on the MDA Professional Group audit.

Brenda proceeded with answering the questions along with detailed discussions on specifics.

Barry ask her who was in charge and she, Brenda, stated I am a contracted part time employee I just do payroll and pay bills. I have no authority. (see February 4<sup>th</sup> part two meeting for a full video of this meeting)

The Lagoon Project was discussed in detail on the financial drain it has on finances.

Scott Bayliss asked why need for an outside company to operate the water plant?

The answer was explained because qualified operators did not apply for the position.

The cost of living increase and raises was approved in an Executive Session in the meeting on January 14<sup>th</sup>,2026.

Brian Cross answered the question concerning the fuel tank at the shop. He stated it was secure with a switch located inside the shop.

Brenda retrieved, for the Board, the CD that the Bank had mis labeled as the Town of Wedowee's.

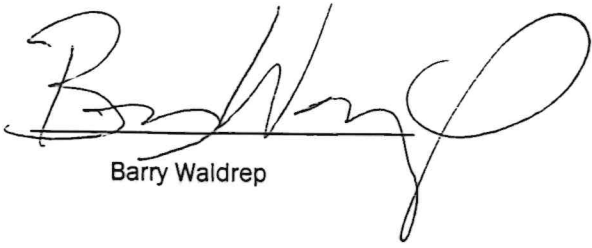
Bryana Brand asked how they were appointed so quickly. Barry explained that the Town Council had voted on the change the afternoon of February 3<sup>rd</sup>. Councilman Jerry Huddleston confirmed.

The Board presented a letter stating they had been sworn in earlier on February 4<sup>th</sup>

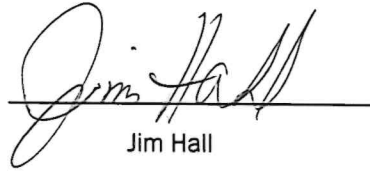
Chad Lee answered the question that an emergency meeting could be called to protect life or company property.

Barry Waldrep made motion to suspend Brenda Boone with pay until the investigation is completed, Richie Traylor seconded.

Barry Waldrep made motion to adjourn Tony Heard seconded the motion



Barry Waldrep



Jim Hall

# Wedowee Utilities

## Board meeting

DATE February 4th , 2026

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TIME 10:00 A.M.

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MEETING CALLED TO ORDER BY Barry Waldrep

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### IN ATTENDANCE

Barry Waldrep, Tony Heard Richie Traylor ,Alison Payne, Jim Hall,

### APPROVAL OF MINUTES:

None reported.

### NEW BUSINESS

A new Board was appointed for the Water Authority by the Town Council on February 3rd .

New members Barry Waldrep, Richie Traylor. Barry was elected the new Chairman Richie made motion to elect Barry Chairman Tony seconded, motion carried.

Barry submitted a list of reports and documents that the new board would like to have presented at the called 5:00 P.M. meeting.

Barry made motion to adjourn till 5:00 P.M. Tony made motion Richie seconded, motion carried.

### REPORTS



Barry Waldrep, Chairman



Jim Hall

**February 4, 2026**

**Assets needed from utility board**

**Wedowee, Alabama**

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List of all bank account numbers and what bank they are with.

Does the water board have any loans with banks or any individual.

Any cash assets, checks, CD's, etc. (Do not make any deposits today (2-4-2026))

Name of Accountant

List all invoices due and any known debt

Any employee expense accounts and who has them

Where do the employees get fuel? (Is this controlled)?

Any employee credit cards that the water board is responsible for paying

List of all employees, positions and salary's

List of all vehicles and equipment

List of office cleaning services.

What system is being used for day to day accounting

How is the billing done for water, gas and sewage and who does it.

List every vendor that the water board uses frequently

WEDOWEE ALABAMA

RANDOLPH COUNTH

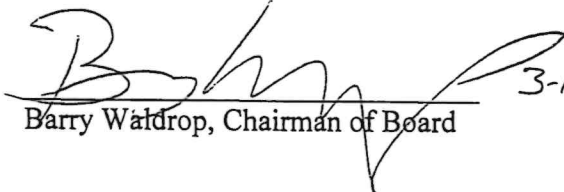
AMENDMENT TO CERTIFICAT OF INCORPORATION OF THE WATER SEWER AND  
GAS BOARD OF THE TOWN OF WEDOWEE

KNOW ALL MEN BY THESE PRESENTS: THAT

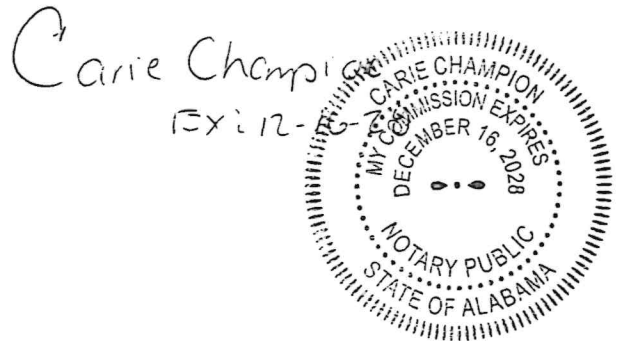
1. Pursuant to the Code of Alabama, 1975 Section 11-50-312 a resolution to amend the Certificate of Incorporation of the Water Sewer and Gas Board of the Town of Wedowee herein after refereed to as the Board was duly adopted by the said Board on March 11, 2026.
2. An application to amend the said Certificate of Incorporation was presented to the Town Council of the Town of Wedowee, and at a meeting duly held on the 17th day of March, 2026, and said Council by unanimous vote of all members did adopt a resolution approving and consenting to the said proposed amendments.

The said proposed amendment to the Certificate of Incorporation of the Board in as follows:

- (a) Paragraph 4 of the Certificate of Incorporation of the Board is changed to read as follows: The Corporate power shall be exercised by a board of directors, which shall consist of three members which shall be the maximum and minimum number thereof. The members of the board of directors shall be appointed by the governing body of the Town of Wedowee. None of the said members may be an officer of the Town of Wedowee. The members of the Board shall be appointed in a manner and hold office for the terms as provided by law.
3. The said amendment is set forth above are and shall be effective upon this instrument being filed with the Judge of Probate of Randolph County, Alabama.

  
Barry Waldrop, Chairman of Board 3-19-26

  
Tony Heard, Board Member 3-19-26





*George Diamond*  
*Judge of Probate, Randolph County*

P.O. Box 249 - Wedowee, Alabama 36278

256-357-4933 (Phone)

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256-357-9053 (Fax)



RANDOLPH County  
Probate Office  
Instrument Recording Receipt

Book: Misc  
Inst: MISCELLANEOUS  
Book: 2      Page: 104

|               |       |
|---------------|-------|
| Indexing Fee  | 0.00  |
| First Page    | 3.00  |
| Addl Name Fee | 0.00  |
| Addl Page Fee | 0.00  |
| Other Fees    | 9.00  |
| Total Fees :  | 12.00 |

|                   |      |
|-------------------|------|
| Deed Tax          | 0.00 |
| Mortgage Tax      | 0.00 |
| Mineral Lease Tax | 0.00 |
| Mineral Deed Tax  | 0.00 |
| Realty Lease Tax  | 0.00 |
| UCC Tax           | 0.00 |
| Total Tax :       | 0.00 |

|              |       |
|--------------|-------|
| Total Due :  | 12.00 |
| Total Paid : | 12.00 |
| Change Due : | 8.00  |

Have a Nice Day  
George Diamond

Cashier: Mandy  
Printed: 03/19/2026 10:26:09 AM



Quality Water. | Vibrant Communities.

## Wedowee January 2026 Monthly Board Report

### Plant update:

- The plant has been running at or near capacity since the previous Board meeting with one interruption in service.
  - On January 10<sup>th</sup>, the raw water turbidity began to increase after a significant rain event. Adjustments were made to try to keep the plant in service, but the turbidity was too high (greater than 100NTU) for the plant to handle.
  - Following a significant rain event, the power at the raw water intake was out. The lack of power, as well as a main break, necessitated the system be placed on Randolph County water. The operators are currently working on getting the plant back up and running and should have the issue resolved by 1/14/26.

### Lagoon Update:

- There have been no issues at the lagoon since the last Board meeting.
  - January's total power cost was \$4,350.63, which was roughly the same as the previous month. The average monthly power cost before CWS operation was roughly \$8,500 per month.
  - Aerator runtime adjustments will be ongoing and will likely need to be increased during the warmer months to insure the required levels of dissolved oxygen. Expect power costs to increase during the summer and decrease during the winter.
- All samples from the lagoon have been within the permitted range since CWS began operating the facility.

### Sampling and Compliance:

- All water and wastewater samples have been collected on time and no high results have been reported.



## **R&M Summary:**

- R&M spending has totaled \$53,322.28 for this contract year. This is roughly 63% of the yearly allotted amount of \$85,000.

# Wedowee Utilities

## Board meeting

DATE January 14<sup>th</sup> , 2026

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TIME 9:00 A.M.

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MEETING CALLED TO ORDER BY Tim Coe

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### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Hunter Shelton, Jim Hall, Jerry Huddleston

### APPROVAL OF MINUTES:

Jim Hall read the minutes from the December meeting no objections noted. Tim Coe ask for motion to accept Tony Heard made motion Veronica Austin seconded,

### NEW BUSINESS

Jim Hall purposed exploring the idea of having all lines valves and pumps marked using a GIS service APP.. This would give all employees the ability to access an app that would show a map with the exact location, with GPS coordinates, of valves hydrates or pumps. , Fire departments. and local first responders could be given access also.

### REPORTS

Hunter Shelton gave update on the Water Plant. (see attached)  
Hunter reported on the continuing progress of the Lagoon since CWS took over operation.


Brenda Boone gave the Financial Report.

### EXECTIVE SESSION

Tim call for executive session Tony Heard seconded. Board came back in and Tim called the Board back in session. Board approved merit raises for an employee after completing one year of service. The Board also approve raises and cost of living raises of 50 cents per hour for all employees.

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Tim Coe, Chairman



Jim Hall

# Wedowee Utilities

## Meeting Agenda

DATE January 14<sup>th</sup>, 2026

TIME 9:00 A.M.

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1 Call to Order

2 Read minutes from December 10<sup>th</sup>, 2025

3 Approve Minutes

4 On the agenda to address the Board

Internal discussion on ARC-GIS. This is a system that will allow us to map every gas and water line as well as the location of shut offs, pumps regulators ect..

5 Office Report

- Hunter Shelton to give Water Plant and Lagoon Update.

6 Adjourn Meeting

| <b>Operations</b>       | 2025 11Mo. YTD         | 2026 Budget            |
|-------------------------|------------------------|------------------------|
| Dues & Publications     | \$ 6,466.04            | \$ 5,690.12            |
| Utilities               | \$ 185,795.86          | \$ 143,500.36          |
| Repairs & Maintenance   | \$ 293,585.74          | \$ 258,355.45          |
| Sewer Tests             | \$ 2,539.14            | \$ 2,234.44            |
| Water Tests             | \$ -                   | \$ -                   |
| Natural Gas Purchases   | \$ 176,715.15          | \$ 155,509.33          |
| Maintenance Supplies    | \$ 26,619.52           | \$ 23,425.18           |
| Telephone               | \$ 6,471.95            | \$ 5,695.32            |
| Audit/Accounting        | \$ 23,000.00           | \$ 20,240.00           |
| Engineering             | \$ 6,450.00            | \$ 5,676.00            |
| Equipment Repair        | \$ 1,191.20            | \$ 1,048.26            |
| Equipment               | \$ -                   | \$ -                   |
| Tools                   | \$ 3,224.29            | \$ 2,837.38            |
| Gasoline                | \$ 29,707.83           | \$ 26,142.89           |
| Cell Phones             | \$ 5,885.54            | \$ 5,179.28            |
| Uniforms                | \$ 15,342.93           | \$ 13,501.78           |
| Vehicle Expense         | \$ 19,502.11           | \$ 17,161.86           |
| Office Supplies         | \$ 5,906.41            | \$ 5,197.64            |
| Office Equipment Repair | \$ 1,380.00            | \$ 1,214.40            |
| Directors               | \$ 10,000.00           | \$ 12,000.00           |
| Postage                 | \$ 11,649.40           | \$ 10,251.47           |
| Insurance               | \$ 53,834.00           | \$ 47,373.92           |
| Ala One Call            | \$ 747.32              | \$ 657.64              |
| Water Purchases         | \$ 140,660.01          | \$ 123,780.81          |
| Miscellaneous           | \$ 12,319.63           | \$ 10,841.27           |
| Outside Labor           | \$ 772,296.91          | \$ 774,023.52          |
| <b>Total</b>            | <b>\$ 1,811,290.98</b> | <b>\$ 1,671,538.30</b> |

## 2026 Budget Income

|                 | 2024 11Mo. YTD  | 2025 11Mo. YTD  | 2026 Budget     |
|-----------------|-----------------|-----------------|-----------------|
| Income          |                 |                 |                 |
| Water Sales     | \$ 1,654,738.97 | \$ 1,687,554.05 | \$ 1,800,000.00 |
| Gas Sales       | \$ 578,844.62   | \$ 506,002.30   | \$ 550,000.00   |
| Sewer Sales     | \$ 160,245.17   | \$ 189,204.52   | \$ 200,000.00   |
| Tap Fees        | \$ 22,000.00    | \$ 30,200.00    | \$ 32,000.00    |
| Connection Fees | \$ 21,400.00    | \$ 13,600.00    | \$ 20,000.00    |
| Interest        | \$ 5,927.09     | \$ 4,900.88     | \$ 5,000.00     |
| Miscellaneous   | \$ 32,142.00    | \$ 100.00       | \$ 30,000.00    |
| Total           | \$ 2,475,297.85 | \$ 2,431,561.75 | \$ 2,637,000.00 |

|                 | Actual 2025     | Proposed 2026                  |
|-----------------|-----------------|--------------------------------|
| Operations 2025 | \$ 1,811,290.98 | Operations \$ 1,671,538.30     |
| Personel 2025   | \$ 1,073,464.65 | Personel \$ 945,386.71         |
| Total Expenses  | \$ 2,884,755.63 | Total Expenses \$ 2,616,925.01 |
| Income 2025     | \$ 2,431,561.75 | Income \$ 2,637,000.00         |
| Expenses 2025   | \$ 2,884,755.63 | Expenses \$ 2,616,925.01       |
| Difference      | \$ (453,193.88) | Difference \$ 20,074.99        |

# Personnel

|                   | 2025 11Mo. YTD  | 2026 Budget   |
|-------------------|-----------------|---------------|
| Wages             | \$ 724,282.98   | \$ 638,047.20 |
| Unemployment      | \$ 5,251.36     | \$ 4,621.20   |
| Workman's Comp    | \$ 8,927.85     | \$ 7,856.51   |
| Surety Bonds      | \$ 1,107.50     | \$ 974.60     |
| Travel & Training | \$ 570.00       | \$ 500.00     |
| Drug Tests        | \$ 510.30       | \$ 510.30     |
| Health Insurance  | \$ 152,435.55   | \$ 134,143.28 |
| FICA              | \$ 41,927.18    | \$ 36,895.92  |
| Medicare          | \$ 9,805.56     | \$ 8,628.89   |
| Life Insurance    | \$ 1,157.12     | \$ 1,018.27   |
| Retirement        | \$ 127,489.25   | \$ 112,190.54 |
| Total             | \$ 1,073,464.65 | \$ 945,386.71 |

# Wedowee Utilities

## Board meeting

DATE DECEMBER 10<sup>TH</sup> 2025

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TIME 9:00 A.M.

---

MEETING CALLED TO ORDER BY Tim Coe

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### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Brenda Boone, Brian Cross, Brian Collins,

### APPROVAL OF MINUTES:

Jim Hall read the minutes from the November Board Meeting. Tim Coe ask for motion to accept Tony Heard made motion Veronica Austin seconded.

### New business.

Benda Boone provide answers to a list of concerns provided to the Board by the audit team.

Brian Cross reported that Robinson and Son had performed the annual inspection of the Wedowee tank. There were some minor issues that need to be address to stay compliant with ADEM. Tim Coe made motion to approve the repairs Tony Heard seconded.

The issue of the high cost to maintain the aging office printer was discussed Tim Coe made motion to buy a new printer Tony Heard seconded the motion.

Tim Coe recommended to appointment Jim Hall Office Manager Tony Heard seconded.

### REPORTS

Brian Collins gave update on the Water Plant and Lagoon. (see attached)

Brenda Boone gave the Financial Report and presented the 2026 budget for approval

Tony Heard made motion to approve the 2026 budget as presented Veronica Austin seconded



Tim Coe, Chairman



Jim Hall

# Wedowee Utilities

## Board meeting

|                            |                                 |
|----------------------------|---------------------------------|
| DATE                       | November 12 <sup>th</sup> ,2025 |
| TIME                       | 9:00 A.M.                       |
| MEETING CALLED TO ORDER BY | Tim Coe                         |

### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Hunter Shelton, Brian Collins, Barry Waldrop,

### APPROVAL OF MINUTES:

Board Members read the minutes themselves no objections noted. Tim Coe ask for motion to accept Tony Heard made motion carried.

### New business.

Barry Waldrop's request for reimbursement of \$3655.00 for the cost to repair the drive way of his property. Tim Coe ask for a motion Tony Herd made motion Veronica Austin seconded.

Joe Holly requested the billing records of his late Fathers and Step Mothers. Since he was not the owner and is not the owner of the property Board Policy is not to release records.

The request from the River Point Subdivision to have their road repaired to it's original state before repairs to water lines were made. The current condition has gravel placed in repaired locations waiting on the ground to settle. Tony Heard will go and inspect the road. Policy is to repave just the area where repairs were made. Once ground has settled.

### REPORTS

.Hunter Shelton reported that he had been contacted by Joe Wilkerson concerning low water pressure but it was during a time when the tank was shut off and Randolph County water was being turned

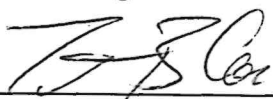
No violation with the Lagoon in the last two months first time in over a year. Power bill continues to decrease under CWS operations of estimated \$3000.00 per month.

Hunter Shelton gave update on the Water Plant. (see attached)

Hunter reported on the progress of the Lagoon since CWS took over operation.

Hunter and Brian Collins reported that the EPA was going to required treatment to remove PFAS chemicals from the water supply. They will keep the Board updated on the requirements and time line Different sources of water was discussed as an option.

Brenda Boone gave the Financial Report.



Tim Coe, Chairman



Jim Hall

# Wedowee Utilities

## Board meeting

DATE OCTOBER 10<sup>TH</sup> 2025

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TIME 9:00 A.M.

---

MEETING CALLED TO ORDER BY Tim Coe

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### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Hunter Shelton, Brian Collins, Brian Cross Mike Hester Brenda Boone, Mr. Vernon Chapman

### APPROVAL OF MINUTES:

Jim Hall read the minutes form the September 10<sup>th</sup> Board Meeting Tim Coe made motion to accept minutes Tony Heard 2<sup>nd</sup> motion carried.

### New business.

The Board approved the use of the Tax ID number for the employees to receive a discount on the Aflac Insurance. This is at no cost to the Utility Company.

Mr. Chapman requested that the Pine Hill Church of Christ just be charge for one meter for both the church and the house Tony Heard explained that it was two different structures being served and policy was two separate charges. Mr. Chapman requested that water service cut off completely

### REPORTS

.Hunter Shelton reported that he had not been contacted concerning any water outage from Joe Wilkerson Tony Heard said that he had been call a couple of times by Mr. Wilkerson reporting low water pressure. Recommendation is for Mr. Wilkerson to install a pump to supply constant pressure.

The request by John Hall and Shal Patel for a master meter was approved and a work order to install the meter has been submitted.

Hunter Shelton gave update on the Water Plant. (see attached)

Hunter reported on the progress of the Lagoon since CWS took over operation.

Hunter and Brian Collins reported that the EPA was going to required treatment to remove PFAS chemicals from the water supply. They will keep the Board updated on the requirements and time line Different sources of water was discussed as an option.

Hunter reported that he is working with Shauna Turbot on back violations from ADEM for the Lagoon. Brian Collins stated. that he thought with the proactive approach that has been taken at the Lagoon ADEM will consider that and no heavy fines should be issued

Brenda Boone gave the Financial Report.



# Wedowee Utilities

## Board meeting

DATE SEPTEMBER 10<sup>TH</sup> 2025

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TIME 9:00 A.M.

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MEETING CALLED TO ORDER BY Tim Coe

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### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Hunter Shelton, Brian Collins, Mia McIntosh All of the Wedowee Utilities employees.

### APPROVAL OF MINUTES:

Jim Hall read minutes from August 21th meeting. Tim Coe made motion to accept minutes Tony Heard seconded, motion carried.

### New business.

Angelia Heath no show.

Mr. Chapman no show

Mia McIntosh addressed the Board concerning the loss of business over the summer due to a water leak that was leaking into her restaurant. She also noted that the asphalt remained unfinished beside her building preventing her from having outdoor dining. The board agreed to have gravel placed over the repair site until it had settled and could be repaved.

Pine Hill Church will continue to be charge for two meters because the Parsonage does use water regularly.

### REPORTS

Hunter Shelton gave the September Monthly Board Report. See attached

Hunter reported that they will begin running the four aerators eight hours then the other 4 for eight hours which will lower the power bill. This is contingent on if the oxygen level is maintained with this change.

Tim Coe explained to the crew that over-time needed to be cut to the minimum. He asks that if a job could wait till the next day then do not use overtime to complete it. finish it the next day. He also stated that nothing should be purchased unless absolutely necessary. Tim also gave permission to go forward with the sale of scrap at the shop.

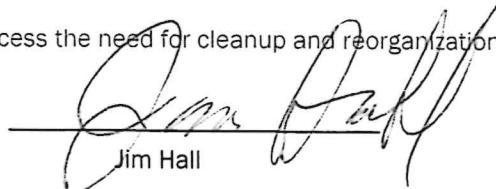
Brenda gave the Board the Financial report.

Tim scheduled the next Board meeting for Wednesday October 8<sup>th</sup>

Tim Coe adjourned the meeting

All staff and crew meet with the Board Members at the shop to access the need for cleanup and reorganization.

  
\_\_\_\_\_  
Tim Coe, Chairman

  
\_\_\_\_\_  
Jim Hall

Tim Coe ask for a motion on raising the sewer rates Tony Heard made the motion Veronica Austin seconded motion carried.

Tim Coe ask if any other business, Brenda ask about the contract for the lagoon. The contract had been accepted Brian Collins ask for a signed copy of the contract and for it to be dated beginning on September 1<sup>st</sup>.

The next Board Meeting was scheduled for September 10<sup>th</sup> at 9:00A.M.

Tim Coe adjourned the meeting.



Tim Coe, Chairman



Jim Hall

# Wedowee Utilities

## Board meeting

|                            |             |      |
|----------------------------|-------------|------|
| DATE                       | AUGUST 21TH | 2025 |
| TIME                       | 9:00 A.M.   |      |
| MEETING CALLED TO ORDER BY | Tim Coe     |      |

### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Hunter Shelton, Brian Collins, Brian Cross

### APPROVAL OF MINUTES:

Jim Hall read minutes from July 8<sup>th</sup> meeting. Tim Coe made motion to accept minutes Veronica Austin seconded, motion carried.

### New business.

- Makayla Arrington was a no show.
- The G&S Supply Company quote for Hydra Stop Valve was questioned and tabled till Brian Cross was in attendance to explain.

### REPORTS

Hunter Shelton, with CWS, gave monthly Board report. See Attached.

Hunter reported that since CWS made adjustments to the tank level there have not been any issues of no water reported by Joe Sikes and community.

Hunter reported the customer Mr. Gill, who has been reporting he has discolored water, has contacted ADEM again. The ADEM inspector called Hunter. Hunter explained that he had taken water samples and they were normal. The back-flow valve on the Utility Board side was tested and it tested to be operating at 100%. He looked at the water in the home and it had a little variation in color. Hunter noted that this was the only house reporting issues.

Brian Cross reported that the Woodland Fire department had tested fire hydrants and had broke one at the cost of around \$2500.00 to the us. He also questions why the Fire Departments have stop calling the office to report when they will be testing hydrants or filling swimming pools. Hunter said if pictures were taking of hydrant testing or any flushing along with the duration of the time the hydrant was open he could estimate the loss of water.

Brian addressed the need for the purchase of a Hydra Stop Valve that would save having to cut water off for miles of customers and prevent having to flush miles of water lines. Tim Coe recommended purchasing the valve at a cost of \$ 8245.00 Tony Heard seconded

Brenda Boone gave the financial report to the Board. Tim Coe ask what action should be taken. Brenda recommend raising our rates to match the rates Randolph County Water is charging. Brenda suggested raising the sewer rates due to the high cost of operating the Lagoon. She strongly encouraged that no money be spent unless it was absolutely necessary

Veronica Austin ask what equipment or salvage we have at the shop that could be sold. Brian Cross said there was a truck there that had a bad transmission as well as some scrap brass and aluminum. Brenda ask about Mike and Alex's truck and the need for them. Brian Collins suggest selling them on the Dot Gov website to maximize return.

# Wedowee Utilities

## Board meeting

DATE July 8<sup>th</sup>, 2025

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TIME 9:00 A.M.

---

MEETING CALLED TO ORDER BY Tim Coe

---

### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Hunter Shelton, Brian Collins, Joe Sikes, Joe Wilkerson

### APPROVAL OF MINUTES:

Jim Hall read minutes from June 10<sup>th</sup> meeting. Tim Coe made motion to accept minutes Veronica Austin seconded, motion carried...

### New business.:

Joe Wilkerson expressed his concern over continued running out of water. He stated he has noticed that it is more frequently in the summer months especial on holiday weekends, when the lake is more active. He and Joe Sikes gave several instances where there was no water. They said that they have also reported the outage to the water plant numerous times. Joe Sikes reported that this has been an on going issue for seven or eight years off and on.

Tim Coe and Tony Heard explained that the water pressure is governed by gravity flow from the tanks and their property elevation being almost equal to the tank's elevation is creating most of the issue. Brian Collins, with CWS, suggested the residents start reporting the water outages to the CWS team as well as to the Wedowee Utilities team so they may begin tracking the time of the outages in correlation to the water capacity in the tank. This exercise is to possibly identify a cause and possible a solution to the outages.

### REPORTS

Hunter Shelton, with CWS, submitted the Monthly Board Report. A report was given to each Board Member.

Hunter Shelton reported high demand for water over the weekend and with the Plant operating at capacity some water still had to be purchased from the Randolph County Water Authority.

Hunter Shelton presented the quote for CWS taken on the Lagoon operations. A quote was given to each Board Member.

Brenda Boone reported the astronomical cost of the Lagoon. She stated it has been operating in the negative for an extended period of time. She estimated that the intake of funds from sewer fees was \$56000.00 year to date and the expenses are \$87000.00 with the majority being \$57000.00 just in utilities. She confirmed that the auditors will be here later this week and she can then provide the Board firm numbers after the audit is completed.

Brian Collins explained that preliminary evaluations suggested that optimization could be achieved in chemical, utility and testing savings by CWS operating the Lagoon. Brian offered the services, at no charge, of Katie Hill to analyze the rates of the 400 customers on the sewer system to determine how much of a rate increase would be needed to bring the system back to a break-even cost.


Brenda explained that the sewer rates are currently 75% on commercial customers and 50% on residential customers of their water bill. She also noted that the majority of the town's residents are middle to low income households that could not afford a rate that would satisfy the operating cost of the Lagoon. She stated that with a good conscience she

could not charge them the amount needed to cover that cost. Brian recommend having the engineer prepare purposed projects so that when state or federal funds become available those funds could be immediately applied for.

Brenda explained that Kelly charged \$300,000.00 just for the drawings for the Lagoon Project. She said that she had invoices from ADEM for over \$65,000.00 and another from the Attorney General for \$65,000.00 and another \$65,000.00 from some other state agency. She stated that these charges were never disclosed at the beginning of the Lagoon Project, but she was able to cover the cost of those at that time. Brian Collins said that the regulations were going to continue to increase and there will be significant cost associated with them. He suggested finding a way to increase the rates to show good faith in attempting to obtain solvency. This way when funds are available, we would not be turn down due to inactivity on our part for not attempting to increase revenue. Brian again offered the services of Katie Hill to make a rate assessment to see where a rate increases maybe feasible. The question was ask what the Randolph Water Authority was charging as a minimum. Tim Coe said \$45.00 because the Bond Company holding their bond demanded that they raise their rate to \$45.00 to help satisfy their bond payments. Tim Coe suggested to move forward, as a discussion only, on ending the contract with Rawco, pending the acceptance of CWS taking over operation of the Lagoon. Brenda Boone said that Rawco had been begun operating the Lagoon in 2015 and she was not sure if there was a contract. Tim ask for a recommendation Brenda Boone recommend transferring from Rawco to CWS with the stipulation that CWS would be able to save us money. Brian assured the Board that their top priority would be to optimize the operation of the lagoon and from their preliminary assessment, of the lagoon, they could from day one if they were awarded the contract. Brian ask Tim Coe if they could move forward with having their lawyers draw up an addendum to the current contract to include the lagoon. Tim give him the go ahead for that.

Tim ask for a motion to adjourn, Veronica Austin made the motion Tony Heard seconded meeting adjourned.

  
\_\_\_\_\_  
Tim Coe, Chairman                      Date

  
\_\_\_\_\_  
Alison Payne                      Date



SUPPLY CO., Inc.

QUOTATION

WATER, SEWER & GAS SUPPLIES  
SIGN & SAFETY SUPPLIES

P.O. Drawer 459 - 1105 State Route 77  
Atwood, TN 38220  
(731)662-7193 or (800) 238-3836

|                     |        |
|---------------------|--------|
| Order Number        |        |
| 2048514             |        |
| Order Date          | Page   |
| 08/13/2025 11:42:25 | 1 of 1 |

Bill To:

BD.OF WEDOWEE WATER,SEWER &GAS  
P.O. BOX 935  
WEDOWEE, AL 36278

Ship To:

BD.OF WEDOWEE WATER,SEWER &GAS  
WEST 11 BROAD ST  
WEDOWEE, AL 36278

(256) 357-2931

Customer ID: 2544

| PO Number  |           |                      | Ship Route  | Taker          |               |                   |
|------------|-----------|----------------------|---|----------------|---------------|-------------------|
|            |           |                      | UTLY  | JMEALS         |               |                   |
| Quantities |           |                      | Item ID<br>Item Description   | Pricing<br>UOM | Unit<br>Price | Extended<br>Price |
| Ordered    | Remaining | Status of<br>Balance |   |                |               |                   |
| 1          | 1         |                      | HSQV-6<br>6 HYDRA-STOP VALVE INSERTION  | EA             | 7,900.0000    | 7,900.00          |
| 345        | 345       |                      | MILES<br>MILAGE ONE WAY   | EA             | 1.0000        | 345.00            |
| 1          | 1         |                      | 25663250-CS-N-6<br>6 HYDRA-STOP INSTA-VALVE<br>BODY/SLEEVE<br>6.48-6.78 OD RANGE-CS FLANGE-304SS HW | NC             | 0.0000        | 0.00              |
| 1          | 1         |                      | 25CARTLH06-250-6<br>6 HYDRA-STOP VALVE<br>CARTRIDGE-OL-250 LB                                       | NC             | 0.0000        | 0.00              |

Total Lines: 4

**SUB-TOTAL:** 8,245.00  
**TAX:** 0.00  
**AMOUNT DUE:** 8,245.00  
*U.S. Dollars*

|   |  |  |  |  |  |   |  |  |  |   |  |   |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|---|--|--|--|---|--|---|--|--|--|--|--|--|--|--|--|
| 1 ORI #<br>AL0560000  |  | 2 Date of Report<br>7/25/25  |  | 3 Time of Report<br>4:47 PM  |  | 4 Type Report<br><input checked="" type="checkbox"/> Incident<br><input type="checkbox"/> Offense<br><input type="checkbox"/> Supplement  |  | 5 Supplement Date  |  | 6 Agency Case Number<br>2507250926  |  | 7 Suffix  |  |  |  |  |  |  |  |  |  |
| 8 Agency Name<br>Madison Co SO  |  |  |  |  |  |   |  |  |  | 9 Sector<br>North   |  |   |  |  |  |  |  |  |  |  |  |
| 10 Type of Incident or Offense<br><input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor <input type="checkbox"/> Attempted <input checked="" type="checkbox"/> Completed<br>Roadway hazard |  |  |  |  |  | 11 Degree (Circle)<br>1 2 3   |  | 12 UCR Code<br>90z   |  | 13 State Code/Local Ordinance   |  |   |  |  |  |  |  |  |  |  |  |
| 14 Type of Incident or Offense<br><input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor <input type="checkbox"/> Attempted <input type="checkbox"/> Completed                              |  |  |  |  |  | 15 Degree (Circle)<br>1 2 3   |  | 16 UCR Code  |  | 17 State Code/Local Ordinance   |  |   |  |  |  |  |  |  |  |  |  |
| 18 Place of Occurrence<br>County Road 56, Wedowee, Alabama 36278<br><input type="checkbox"/> Check here if event occurred at victim's residence   |  |  |  |  |  | 19 Sex<br><input type="checkbox"/> M <input checked="" type="checkbox"/> F  |  |  |  |   |  |   |  | 20 Race<br><input checked="" type="checkbox"/> W <input type="checkbox"/> B  |  | 21 Ethnicity<br><input type="checkbox"/> Hispanic <input type="checkbox"/> Other |  | 22 Multiple Victims<br><input type="checkbox"/> LE Officer   |  | 23 Age<br>26   |  |
| 29 Point of Entry<br><input type="checkbox"/> Door <input type="checkbox"/> Roof <input type="checkbox"/> Window <input type="checkbox"/> Other   |  |  |  |  |  | 30 Method of Entry<br><input type="checkbox"/> Forcible <input type="checkbox"/> No Force   |  | 31 Local Use   |  | 32 Lighting<br><input checked="" type="checkbox"/> Natural  |  | 33 Weather<br><input checked="" type="checkbox"/> Clear |  | 34 Location Type (Circle)  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |   |  |  |  |   |  |   |  | 24 Offender Suspected of Using<br><input type="checkbox"/> Alcohol <input type="checkbox"/> Computer Equipment <input checked="" type="checkbox"/> N/A |  |  |  |  |  | 25 Gang<br><input type="checkbox"/> Juvenile Gang <input checked="" type="checkbox"/> None/Unknown   |  |
| 35 Occurred from MM/DD/YY<br>7/25/25  |  |  |  |  |  | 36 Time of Event<br>2:20 PM   |  | 37 Day of Week<br>Friday   |  | 38 Occurred to MM/DD/YY<br>7/25/25  |  | 39 Time of Event<br>4:20 PM                             |  | 40 Day of Week<br>Friday   |  | 41 # Premises Entered (Burglary)   |  | 42 Type Criminal Activity<br>B Buying/Receiving C Cultivating/Manu D Distributing/Selling E Exploiting Children O Operating/Promoting P Possessing/Concealing T Transporting/Importing U Using/Consuming |  | 43 Victim Type<br><input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Financial (Bank) <input type="checkbox"/> Government <input type="checkbox"/> Other/Unknown |  |
| 44 Loss Code  |  | 45 Property Code   |  | 46 Qty   |  | 47 Property Description<br>Include Make, Model, Size Type, Serial #, Color, Drug Type, Drug Qty, Etc.   |  |  |  |   |  | 48 Dollar Value<br>Stolen Damaged                       |  | 49 Recovered<br>Date Value   |  |  |  |  |  |  |  |
| Loss Code<br>(Enter letter in loss code column)<br>S Stolen B Burned<br>R Recovered F Forged/<br>D Damaged/ Counterfeited<br>C Confiscated/ Seized  |  | Property Code<br>(Enter # in property type column)<br>01 Aircraft<br>02 Alcohol<br>03 Autos<br>04 Bicycles<br>05 Buses<br>06 Clothes |  | 07 Computer<br>08 Consumables<br>09 Credit Card<br>10 Drugs<br>11 Drug Equip<br>12 Farm Equip<br>13 Firearms<br>14 Gambling Equipment<br>15 Heavy Construction |  | 16 Household Goods<br>17 Jewelry<br>18 Livestock<br>19 Merchandise<br>20 Money<br>21 Negotiable Instrument<br>22 Non-negotiable Instru<br>23 Office Equipment<br>24 Other Motor Vehicle |  | 25 Purse/Wallet<br>26 Radios/TV/VCR<br>27 Recordings<br>28 RV's<br>29 Structure - Single Occupancy Dwelling<br>30 Structure - Other Dwelling<br>31 Structure - Other Commercial<br>32 Structure - Industrial/ Manufacturing<br>33 Structure - Public/Community |  | 34 Structure - Storage<br>35 Structure - Other<br>36 Tools - Power/Hand<br>37 Trucks<br>38 Vehicle Parts/Accessories<br>39 Watercraft<br>77 Other |  |   |  |  |  |  |  |  |  |  |  |
| 50 Stolen Vehicle Only  |  | Area Stolen<br><input type="checkbox"/> Business <input type="checkbox"/> Rural  |  | Residence <input type="checkbox"/> Rural   |  | 51 Ownership verified by:<br><input type="checkbox"/> Tag Receipt <input type="checkbox"/> Title <input type="checkbox"/> Bill of Sale <input type="checkbox"/> Other                   |  | 52 Veh. Categories<br><input type="checkbox"/> Recovered <input type="checkbox"/> Stolen <input type="checkbox"/> Suspect's Vehicle  |  | Victim's Vehicle <input type="checkbox"/> Abandoned <input type="checkbox"/> Unauthorized Use   |  |   |  |  |  |  |  |  |  |  |  |
| 53 Vehicle Year   |  | 54 Vehicle Make  |  | 55 Vehicle Model   |  | 56 Number Veh. Stolen   |  | 57 Vehicle Description   |  |   |  |   |  |  |  |  |  |  |  |  |  |
| 58 Vehicle Style  |  | 59 Vehicle Color<br>Top Bottom   |  | 60 License   |  | 61 LST  |  | 62 LIY   |  | 63 Tag Color  |  |   |  |  |  |  |  |  |  |  |  |
| 64 Vehicle VIN Number   |  |  |  |  |  | 65 Warrant Signed Warrant Number  |  |  |  |   |  |   |  |  |  |  |  |  |  |  |  |
| Motor Vehicle Recovery Only Required For 24XX UCR Code  |  |  |  |  |  | 66 Stolen in your jurisdiction? Where?  |  |  |  |   |  | 67 Recovered in your jurisdiction? Where?               |  |  |  |  |  |  |  |  |  |
| 68 Case #   |  | 69 SFX   |  | 70 Case #  |  | 71 SFX  |  | 72 Case #  |  | 73 SFX  |  |   |  |  |  |  |  |  |  |  |  |
| 74 Case Status<br>1 Pending<br>2 Inactive<br>3 Closed   |  | 75 Multiple Cases Closed Listed Above<br>Multiple Cases Closed Listed On Supplement  |  | 76 Entered NCIC/ACJIC  |  | 77 Case Disposition<br>1 Cleared by Arrest (Juvenile)<br>2 Cleared by Arrest (Adult)<br>3 Unfounded<br>4 Exceptional Clearance<br>5 Administratively Cleared                            |  | 78 Exceptional Clearance (Circle One)<br>A Suspect/Offender Dead<br>B Prosecution Declined/<br>Other Prosecution<br>C Extradition Denied<br>D Victim Refused to Cooperate<br>E Juvenile (No Custody)<br>F Death of Victim                                      |  | Bowen, Dalton<br>5612<br>Reporting Officer<br>Officer ID Number   |  |   |  |  |  |  |  |  |  |  |  |
| Date (MM/DD/YY)   |  | NIC/AIN #:   |  | 80 Assisting Officer<br>Officer ID Number  |  | 81 Supervisor Approval<br>Officer ID Number   |  | 82 Watch Commander<br>Officer ID Number  |  |   |  |   |  |  |  |  |  |  |  |  |  |

28 Domestic Violence Yes No

THIS SIDE OF FORM IS CONFIDENTIAL UNLESS RELEASED AT THE DISCRETION OF THE CHIEF LAW ENFORCEMENT OFFICER

|  |  |   |  |  |  |   |  |   |  |  |  |  |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
|--|--|---|--|--|--|---|--|---|--|--|--|--|--|--|--|--------------------------|--|--|--|---|--|------------------------------------|--|-----------|--|--|--|
| Incident/Offense Report - Continued  |  | 83 Date of Report (MM/DD/YY)<br>7/25/25   |  | 84 Time of Report<br>4:47 PM   |  | 85 Agency Case Number<br>2507250926   |  | 86 Suffix   |  | 87 <input type="checkbox"/> Offender<br><input type="checkbox"/> Suspect<br><input type="checkbox"/> Missing Person    |  | <input type="checkbox"/> Check if Multiple   |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 88 Reported By (Last, First, Middle Name) <input checked="" type="checkbox"/> Victim Or  |  |   |  | 89 Suffix  |  | 90 <input type="checkbox"/> Resident<br><input type="checkbox"/> Non-Resident                           |  | 91 Home Phone   |  | 92 Work Phone  |  | 93 Other Phone   |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 94 Victim #  |  | 95 Victim (Last, First, Middle Name)<br>ARRINGTON, Makayla WHATLEY  |  |  |  | 96 Suffix   |  | 97 Address (Street, City, State, Zip)<br>16407 CO RD 87 WOODLAND AL 36280                           |  | 98 Home Phone<br>256-610-7071  |  | 99 Work Phone  |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 101 Employer/School  |  | 102 Occupation  |  | 103 Address (Street, City, State, Zip)   |  |   |  | 104 Work Phone  |  | 105 Other Phone  |  |  |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 106 Sex<br><input checked="" type="checkbox"/> M<br><input type="checkbox"/> F   |  | 107 Race<br><input checked="" type="checkbox"/> W<br><input type="checkbox"/> B<br><input type="checkbox"/> A<br><input type="checkbox"/> I |  | 108 Language<br><input checked="" type="checkbox"/> English<br><input type="checkbox"/> Spanish<br><input type="checkbox"/> Other    |  | 109 HGT<br>5' 7   |  | 110 WGT<br>190  |  | 111 Date of Birth<br>9/4/98  |  | 112 Age<br>26  |  | 113 Victim SSN<br>[REDACTED]   |  | 114 Complainant SSN      |  |  |  |   |  |                                    |  |           |  |  |  |
| <input type="checkbox"/> Multiple Victims<br><input type="checkbox"/> LE Officer   |  | 115 116 Ethnicity<br><input type="checkbox"/> Other<br><input type="checkbox"/> Hispanic  |  | 117 Injury<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No   |  | 118 Offender known to victim?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  | 119 Victim was? (Explain Relationship.)<br>Unknown  |  | 120 Relationship Code  |  |  |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 121 Weapons Used<br><input type="checkbox"/> Firearm<br><input type="checkbox"/> Knife   |  |   |  | 122 Description of Weapons/Firearms/Tools Used in Offense<br>Describe: _____   |  |   |  | <input type="checkbox"/> Handgun  |  | <input type="checkbox"/> Rifle   |  | <input type="checkbox"/> Shotgun   |  | <input type="checkbox"/> Unknown   |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 123 Place of Occurrence<br>County Road 56, Wedowee, AL, 36278  |  |   |  | 124 Injury Type<br><input checked="" type="checkbox"/> N None<br><input type="checkbox"/> B Broken Bones                             |  | <input type="checkbox"/> I Internal Injury  |  | <input type="checkbox"/> M Minor Injury   |  | <input type="checkbox"/> T Loss of Teeth   |  | <input type="checkbox"/> U Unconscious   |  | 125 Sector<br>North  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 126 Circumstances: Homicide & Assault  |  |   |  | 128 Assault<br><input type="checkbox"/> Simple<br><input type="checkbox"/> Aggravated  |  | 129 Treatment for Assault?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No    |  | 130 Verify for Rape Exam?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  | 131 Treatment for Rape?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                      |  |  |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 127 Location: Rape   |  | 132 Off #   |  | 133 Name (Last, First, Middle)   |  | 134 SFX   |  | 135 Alias   |  | 136 Social Security #  |  | 137 Race<br><input type="checkbox"/> W<br><input type="checkbox"/> B<br><input type="checkbox"/> A<br><input type="checkbox"/> I |  | 138 Sex<br><input type="checkbox"/> M<br><input type="checkbox"/> F  |  | 139 Date of Birth        |  | 140 Age  |  |   |  |                                    |  |           |  |  |  |
| 141 Address (Street, City, State, Zip)   |  |   |  | 142 HGT  |  | 143 WGT   |  | 144 Ethnicity<br><input type="checkbox"/> Other<br><input type="checkbox"/> Hispanic                |  | 145 Language<br><input type="checkbox"/> Spanish<br><input type="checkbox"/> English<br><input type="checkbox"/> Other |  | 146 Probable Destination   |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 147 Eye  |  |   |  | 148 Hair   |  | 149 Complexion  |  | 150 Armed<br>Yes No _____<br>Weapon _____   |  |  |  | 151 Clothing   |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 152 <input type="checkbox"/> Scars<br><input type="checkbox"/> Marks<br><input type="checkbox"/> Tattoos<br><input type="checkbox"/> Amputations   |  |   |  | 153 <input type="checkbox"/> Arrested<br><input type="checkbox"/> Wanted<br><input type="checkbox"/> Dual Arrest (Domestic Violence) |  |   |  | 154 Off #   |  | 155 Name (Last, First, Middle)   |  | 156 SFX  |  | 157 Alias  |  | 158 Social Security #    |  | 159 Race<br><input type="checkbox"/> W<br><input type="checkbox"/> B<br><input type="checkbox"/> A<br><input type="checkbox"/> I |  | 160 Sex<br><input type="checkbox"/> M<br><input type="checkbox"/> F |  | 161 Date of Birth                  |  | 162 Age   |  |  |  |
| 163 Address (Street, City, State, Zip)   |  |   |  | 164 HGT  |  | 165 WGT   |  | 166 Ethnicity<br><input type="checkbox"/> Other<br><input type="checkbox"/> Hispanic                |  | 167 Language<br><input type="checkbox"/> Spanish<br><input type="checkbox"/> English<br><input type="checkbox"/> Other |  | 168 Probable Destination   |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 169 Eye  |  |   |  | 170 Hair   |  | 171 Complexion  |  | 172 Armed<br>Yes No _____<br>Weapon _____   |  |  |  | 173 Clothing   |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 174 <input type="checkbox"/> Scars<br><input type="checkbox"/> Marks<br><input type="checkbox"/> Tattoos<br><input type="checkbox"/> Amputations   |  |   |  | 175 <input type="checkbox"/> Arrested<br><input type="checkbox"/> Wanted<br><input type="checkbox"/> Dual Arrest (Domestic Violence) |  |   |  | 176 Name (Last, First, Middle)  |  | 177 Sex<br><input type="checkbox"/> M<br><input type="checkbox"/> F  |  | 178 Race<br><input type="checkbox"/> W<br><input type="checkbox"/> B<br><input type="checkbox"/> A<br><input type="checkbox"/> I |  | 179 Date of Birth  |  | 180 Address              |  | 181 Contact Telephone Numbers<br>181 Home<br>182 Work<br>183 Other   |  |   |  |                                    |  |           |  |  |  |
| 184  |  | 185   |  | 186  |  | 187   |  | 188   |  | 189 Home   |  | 190 Work   |  | 191 Other  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 192  |  | 193   |  | 194  |  | 195   |  | 196   |  | 197 Home   |  | 198 Work   |  | 199 Other  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| 200 Witness # 1 SSN  |  |   |  | 201 Witness # 2 SSN  |  |   |  | 202 Witness # 3 SSN   |  |  |  |  |  |  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
| <b>NARRATIVE</b><br>On 07/25/2025 Deputies were called out to County Road 515 in reference to a report needed. When I Deputy Bowen arrived on scene I made contact with Mrs. Arrington. She stated that while driving today a Wedowee utility truck threw gravel into her windshield of her vehicle causing damage. Mrs. Arrington gave the written statement of " Driving East on 56 close to Dylan Grabens house, Wedowee Utilities truck was driving like a bat out of hell towards Wedowee, ran off side of the road threw rocks up and hit the windshield and chipped it in several different areas. Called utilities board they said call sheriffs office to get a report so they could fix it. Happened around 2:20 PM"<br><br>Mrs. Arrington just wanted the report on file to take to the utility board. Photos of the windshield will be added to this report. |  |   |  |  |  |   |  |   |  |  |  |  |  | 204 Continued on Supplement<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |  | 205 Assisting Agency ORI |  | 206 Assisting Agency Case Number   |  | 207 SFX   |  | 208 Warrant Signed<br>Yes No _____ |  | Warrant # |  | 209 Add. Cases Closed<br>Narrative <input type="checkbox"/> Y <input type="checkbox"/> N |  |
|  |  |   |  |  |  |   |  |   |  |  |  |  |  | I hereby affirm that I have read this report and that all the information given by me is correct to the best of my knowledge. I will assume full responsibility for notifying the agency if any stolen property or missing person herein reported is returned. |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |
|  |  |   |  |  |  |   |  |   |  |  |  | 211 Local Use  |  | 212 State Use  |  |                          |  |  |  |   |  |                                    |  |           |  |  |  |

# Wedowee Utilities

## Board meeting

DATE June 10<sup>th</sup>, 2025

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TIME 1:00P.M.

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MEETING CALLED TO ORDER BY Tim Coe

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### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Brian Cross, Hunter Shelton, Boss, Kay Reeves

### APPROVAL OF MINUTES

Veronica Austin read minutes from the May 20<sup>th</sup>, 2025 meeting. Tim Coe made motion to accept the minutes. Tony Heard seconded, motion carried.

### New business.

Tim Coe ask Brian Cross the results of his investigate of the Kay Reeves request for water extended to her property. Brian Cross reported that it would require a 1/4 mile line extension. He also noted that the volume of water in the line and only one tap, it will require regular flushing which will be a great loss of water. Tim Coe noted the board policy not to make any new extension outside the City limits. Tony Heard made motion not to extend Veronica Austin seconded. motion carried.

John Hall was not present and at the time of meeting and had not contacted the Board prior to the meeting. Chad Lee presented the Board with the requested Water Service Agreement. Tony made motion to present John Hall with Agreement Veronica Austin seconded, motion carried,

Purposed change requiring Property owners who have rental property to sign agreement to satisfy any remaining debt by their renter. Tim Coe purposed to table until Chad Lee can draw up the agreement Tony made motion Veronica Auston seconded motion carried.

Brian Cross expressed that Allan Chewing would not return his calls concerning the Lagoon. Tim Coe called and he answered Tim ask if the lagoon needed to run all aerators every day and he stated at this time it did. Brian noted the electric bill in excess of \$9000.00.was the reason he was asking.

Hunter noted the Flow meter was on order but was weeks out before it would be delivered.

Also, the quote on taking over the operations at the lagoon were not yet complete. Tim Coe agreed they could be presented at the July Board Meeting.

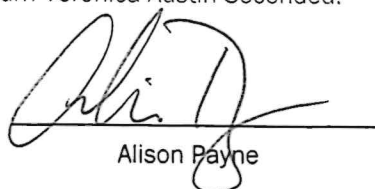
### REPORTS

Hunter Shelton, with CWS. gave 2024 Annual Report. See Attached.

Tim Coe concluded the meeting. Tony Heard made motion to adjourn Veronica Austin Seconded.



Tim Coe, Chairman



Alison Payne

# Wedowee Utilities

## Board meeting

DATE May 20<sup>th</sup> 2025

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TIME 1:00P.M.

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MEETING CALLED TO ORDER BY Tim Coe

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### IN ATTENDANCE

Tim Coe, Veronica Austin, Tony Heard, Brian Cross, Jim Hall, Hunter Shelton, John Hall, David Hewitt, Shal Patel, Ben Camp, Kay Reeves

### APPROVAL OF MINUTES

- Jim Hall read minutes from the April 8<sup>th</sup>, 2025 meeting. Tim Coe made motion to approve Tony Heard approved Veronica Austin seconded.

- 

### New business.


- John Hall spoke for investors of the Fincher Farm who ask for a water line to supply their development. They purposed an estimated 30 lake lots with no intent, at this time, to develop off water property with homes but maybe a driving range, skeet shooting range an a equestrian barn. Tim Coe explained that the system is currently at its maximum capacity. He noted that the board had voted not to extend any new water lines outside the city limits until the system could be updated to handle the additional demands. John Hall stated that additional water could be purchased from Randolph County Water Authority. Tim Coe explained that was not a feasible solution noting the numerous times they have not been able supply addition water. Brian Cross gave the example that as he speaks Randolph County Water had a 12-inch main line ruptured and customers on 333 and 61 were currently without water. Brian also stated that when lines had to be flushed that it required tens of thousands of gallons of water that many times has to be purchased to keep currant demand met. John Hall ask why other water taps were being added and Tim Coe explained these were not new lines but lines already in existence. John Hall requested a master meter and that he would pay to bore under state highway 431 to add the new line. John Hall said he and his group are tax payers and they should be allowed to have water. Tim Coe explained that the Water Authority was established with bond money not tax dollars and that the Water Authority is a standalone entity that receives no tax dollars. John Hall requested the board vote Tim Coe made the motion to tabled the issue until it could be thoroughly investigated. Veronica Austin seconded the motion Tony Heard approved and the motion carried. John Hall stated this was unacceptable and he would contact his lawyer and be back at the next board meeting.
- Kay Reeves requested a water line ran to her property for future use. She estimated the length at 1300 feet. Brian Cross said he thought her property could be closer to a Randolph Water Authority line. She stated that she had ask the Authority and they referred her to the Wedowee Authority. Brain stated that he did not think that our line extended to her property but would verify its exact proximity to her property. Tim Coe recommended this to be tabled until the existing line was established and Mrs. Reeves agreed. Tony Heard seconded motion carried.

## REPORTS

- Hunter Shelton reported the plant is running at capacity. With the lake being at full pool it was easier to produce useable water. He noted that the flow meter was not operational and a replacement meter was \$13832.58. Tim Coe established an immediate need for the meter and manifold Tony Heard made motion to purchase Veronica Austin seconded the motion, motion carried. Hunter Shelton was ask to get quote on Clearwater taking over operation of the Lagoon.
- Tim Coe made the motion to go ahead with the state contract quote on the meter reader truck Veronica Austin seconded, motion carried.
- The Public Service Commission audit was completed on May 6<sup>th</sup> with the only notation being the public meeting with local authorities. They are good with us waiting till the fire association meeting to conduct it.
- The Corrosion Coating GPS interrupters have installed and tested.
- All water taps are current.

## ADJOURN MEETING

- Tim Coe may motion to adjourn the May meeting Veronica Austin seconded , meeting adjourn.



---

Tim Coe, Chairman



---

Alison Payne

# Wedowee Utilities

## Board meeting

|                            |                       |
|----------------------------|-----------------------|
| DATE                       | April 8 th 2025, 2025 |
| TIME                       | 1:00P.M.              |
| MEETING CALLED TO ORDER BY | Tim Coe               |

### IN ATTENDANCE

Tim Coe, -Veronica Austin; Tony Heard, Alison Payne, Jim Hall, Brian Cross, Jerry Huddleston

### APPROVAL OF MINUTES

- Jim Hall read minutes from the March 12th meeting. Tim Coe made motion to approve Veronica Austin seconded  
Tim Coe noted after the minutes were read that the videos presented in the March 12th executive session were determined to be from 2007 and 2011.

### NEW BUSINESS

- Brian Cross address the need to move the water line on county road 6, due to present location washing out continuously. Relocation would need to cross the Lake Geneva dam. This is pending approval from land owners Geneva Messer and Joe Messer. Strain Construction would install the new line.
- The issue of the high-water usage from Dolce Italia was resolved with the owner prior to meeting. The meter was defective and a refund of \$1730.45 to be issued. Tony Heard request that we attempt to get reimbursement form the meter manufacture.
- Tim Coe reported the lagoon project was complete and operational.
- By Laws Tony Heard made a motion to accept current By Laws Veronica Austin seconded motion carried. .
- Tony Heard recommended that Alison Payne be trained as a backup for Brenda Boone. Alison Payne agreed to accept as a backup position. . Veronica Austin seconded motion carrier

### REPORTS

- Hunter Shelton called in that everything with the water plant was good no issues.

### Executive Session

- Alison Payne was appointed as Alex Saffels 's ADA advocate. He is to report to her any work-related concerns. See attached.



Tim Coe, Chairman



Alison Payne

# Wedowee Utilities

## Board meeting                      Approved

DATE    March 12, 2025

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TIME    1:00P.M.

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MEETING CALLED TO ORDER BY              Tim Coe

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### IN ATTENDANCE

Tim Coe, -Veronica Austin, New Board Member Tony Heard, Mike Hester, Alison Payne, Jim Hall, Brian Cross, Hunter Shelton, Jerry Huddleston, Mike McCormick

### APPROVAL OF MINUTES

Mike Hester read minutes from the February 10<sup>th</sup> meeting. Tim Coe made motion to approve Veronica Austin seconded.

See attached February 2025 minutes.

### BOARD

- Tony Heard request all work orders for new service yet to be completed. He questioned the length of time it taken for completion. Brian explained an issue with the Phone Company marking lines.
- Request for 10 x 12 storage building for lagoon. Purpose to store the chemicals required to treat water prior to release. Three quotes presented Solid Structure Portal Builds was recommended for \$3017.00. Tim Coe ask if anyone had more questions none noted all voted to accept.
- Request to replace the meter reader truck due to high maintenance. Advised to get quotes.
- Reported on the progress with bringing the crew members into compliance on natural gas.
- Question on the plans for Mike's truck with his retirement. Maison Thompson is to take it.
- Reported that TJ and Maison had changed out 47-meter boxes, The Crew had 3 accounts turned back on, 7 Gas meters replaced due to age, 3 new taps, installed.
- Four new report sheets were introduced. Monthly ADEM Service Record, Time Sheet, Fueling Record, Water/Gas Leaks Report.

#### New business.

- Jerry Huddleston with the Wedowee City Counsel, reported on four concerns.
  1. Trash dumpsters at shop unauthorized use by private citizens. Mike Noted one of three is the city's.
  2. The area around the shop needs to be maintain to the standards required by city residents.
  3. Update the By Laws of the Board.
  4. Questioned if personal business was being conducted in the utility office by staff. He stated he has an alleged video. Tim Coe stated it would be viewed in executive session.
- John Hall did not show up to address his request for utilities to be provide for his purposed subdivision.
  - a. See attached letter from Randolph County Highway Department.

### REPORTS

Hunter Shelton, with CWS, gave monthly Board report. See Attached.

The Water, Sewer, and Gas Board of  
The Town of Wedowee  
February 10, 2025

The Water, Sewer, and Gas Board met Monday, February 10, 2025 at 1:00 pm in the Board room.

Members present: Tim Coe, Veronica Austin

Chairman Tim Coe called the meeting to order.

Chairman Coe made a motion to accept the agenda. Austin seconded and motion passed.

Minutes of the January 14, 2025 meeting were read. Austin made a motion to accept the minutes as read. Chairman Coe seconded and the motion was passed.

Hunter Shelton with Clearwater Solutions gave a report on the Water Plant for the month. Lake levels were low and could not run raw water to the plant. After several days of rain and water cleared up, we were able to get back to normal operation.

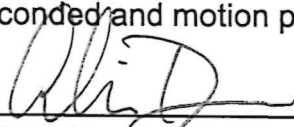
Shelton also talked with the Board members about a water rate study that Clearwater could conduct. Chairman Coe made a motion to give Clearwater permission. Austin seconded and motion passed.

Chairman Coe made a motion to transfer \$500,000 from a CD at First Bank of Alabama to the general fund. Austin seconded and motion passed.

Office Report

- Brian Cross talked to the Board about the need of a new portable air compressor due to the current one being in disrepair. After checking pricing for new and used, Coe made a motion to purchase new from Cowin Equipment, Austin seconded and motion was approved. See attached invoice.
- Autozone has a problem in a sewer manhole that needs to be repaired.

With no further business to report, Austin made a motion to adjourn the meeting. Coe seconded and motion passed.

  
\_\_\_\_\_  
Alison Payne

  
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Tim Coe, Chairman

Executive Session Called

- Jerry Huddleston presented video evidence. Board viewed the videos.
- Tim Coe called meeting back in session made motion to adjourn Tony Heard seconded.

Handwritten signature of Tim Coe in cursive script.

Tim Coe, Chairman

Handwritten signature of Alison Payne in cursive script.

Alison Payne

The Water, Sewer, and Gas Board  
Of the Town of Wedowee  
December 10 2024

The Water, Sewer, and Gas Board met Tuesday, December 10, 2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the October 8, 2024 were read. Austin made motion to accept minutes as read Coe 2<sup>nd</sup> motion passed.

On the agenda to address the Board

Hunter Shelton

Hunter Shelton gave monthly report on water plant see attached sheet.

Office report;

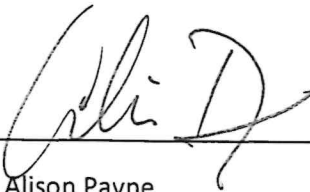
1 Gas survey complete for the 2024 year, 4 small leaks to be repaired no underground leaks.

2 Talked to Acker electric about when they could come and get power to new floc machine. A good time for them would be after the 1<sup>st</sup> of the new year, 1 to 2 day job.

3 Mr. Kubalik on co rd 56 dirty water problems, Adams wants us to install an automatic flush valve on a hydrant past his house on the system and see if this helps his problem.


4 Still no word from engineer on Brad Mitchell subdivision pressure problems.

With no further business Mr. Coe made motion to adjourn meeting, Miss Austin 2<sup>nd</sup> motion passed.



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Alison Payne



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Tim Coe, Chairman

The Water, Sewer, and Gas Board

Of the Town of Wedowee

October 8, 2024

The Water, Sewer, and Gas Board met Tuesday, October 8, 2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the August 12, 2024 were read. Austin made motion to accept minutes as read Coe 2<sup>nd</sup> motion passed.

On the agenda to address the Board

Ronnie Prince

Hunter Shelton

Joe Craft and JJ Wendling

Curt Odaniel

Mr. Prince addressed the board about putting in some way to flush the water line by his house. His and 1 other are on a long service line that furnishes them water. Mr. Coe made motion to install a flush valve at the end of the line to be used by us at a scheduled time, Austin 2<sup>nd</sup> the motion passed.

Hunter Shelton gave monthly report on the water plant.

Joe Craft and JJ Wendling spoke to the board about the new Fire Training Center to be built on the property going to the new county jail. After some discussion the board ask them to come back to a future meeting where they could show the possible amounts of water that would be used during a training class. The training center would consist of a building for office space and classroom training, and 2 burn trailers.

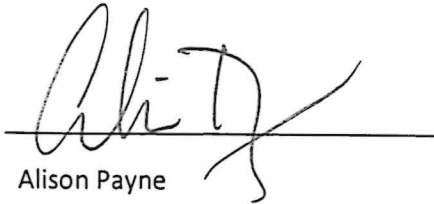
Engineer Curt Odaniel was present to discuss a new above ground pumping station which pumps water to the north tank. The old pump station is underground and is in need of replacement station has been in service since 1988. Mr. Coe made motion to get plans and cost of the project, Austin 2<sup>nd</sup> motion passed.

Odaniel will install a pressure monitoring device which will record pressure reading for a 3 week period, after this information is recovered he could make a recommendation to try and solve the main breaks that have happened on a line going into Mr. Brad Mitchell's subdivision.

Manhole at new building site on Middle School road needs to be raised. Brain Cross talked to Strain Const. about this project the owner of the property will help with the cost. Austin made motion to do what was best for the sewer system Mr. Coe 2<sup>nd</sup> motion passed.

Office Report Service line inventory has been submitted to ADEM waiting to hear back from them, new floc machine is on site at the water plant waiting to hear from Acker electric on cost of electrical needs to get power to the control panel.

With no further business Austin made motion to adjourn, Mr Coe 2<sup>nd</sup> motion passed.



Alison Payne



Tim Coe, Chairman

The Water, Sewer, and Gas Board  
Of The Town of Wedowee  
August 12, 2024

The Water, Sewer, and Gas Board met Tuesday, August 12, 2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the July 9, 2024 were read. Austin made motion to accept minutes as read Coe 2<sup>nd</sup> motion passed.

On the agenda to address the Board

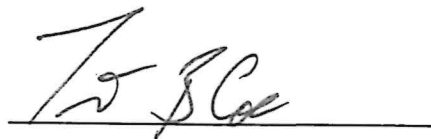
Hunter Shelton with Clearwater Solutions.

Shelton addressed the Board about working more closely with distribution crew. He also talked with the Board about changing from powdered lime to a liquid lime which is added to the finished water at the water plant, he is to do some work on the cost and installation.

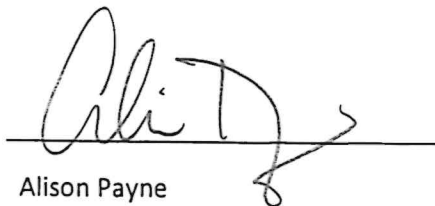
The Board also discussed the many upgrades needing to be done to the water plant and to the distribution system. Coe made a motion to not do any water line extensions outside the city limits until these upgrades are completed and paid for Austin 2<sup>nd</sup> motion passed.

Office Report; Distribution crew dealt with several main line leaks over the last weeks, still working on service line inventory for ADEM is due October 15, 2024.

With no further business Austin made motion to adjourn Coe 2<sup>nd</sup> motion passed.



Tim Coe, Chairman



Alison Payne

The Water, Sewer, and Gas Board

Of The Town of Wedowee

July 9, 2024

The Water, Sewer, and Gas Board met Tuesday, July 9, 2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the May 14, 2024 were read. Austin made motion to accept minutes as read Coe 2<sup>nd</sup> motion passed.

On the agenda to address the Board

Curt ODaniel Shal Patel Hunter Shelton.

Curt ODaniel addressed the board about a water line extension he has been working on for Shal Patel.

Total number of taps would be 14, Tim Coe asked that any discussion on the ok for this project be tabled till the boards lawyer has looked over the right of ways and maintenance of the right of ways.

Hunter Shelton with Clearwater gave monthly report on water plant see attached report.

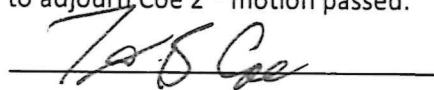
High service pump at the water plant needs to be replaced. The plan is to install a new pump and have the old pump refurbished to have for a backup for emergencies. Coe made motion to go with this plan Austin 2<sup>nd</sup> motion passed.

Booster pump station for pumping water to the north tank, due to age and wear needs to be replaced. Coe made motion to give engineer Curt ODaniel permission to get plans and prices for this project Austin 2<sup>nd</sup> motion passed.

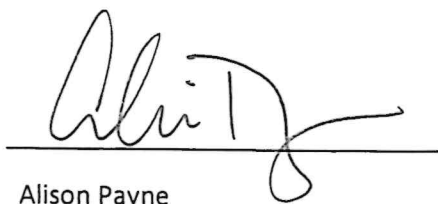
Office report still working on service line inventory.

With no further business Austin made motion to adjourn. Coe 2<sup>nd</sup> motion passed.

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Tim Coe, Chairman



Alison Payne

The Water, Sewer, and Gas Board  
Of The Town of Wedowee

May14,2024

The Water, Sewer, and Gas Board met Tuesday, May 14,2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed. *Austin Coe*

Minutes of the April 9,2024 were read. Austin made motion to accept minutes as read Coe 2<sup>nd</sup> motion passed. *coe & Austin*

Steve Biddy addressed the Board about a sewer and water connection at new construction on Middle School road. Coe made motion to ok the taps Austin 2<sup>nd</sup> motion passed.

Shal Patel addressed the Board about adding a water line extension with a total of 14 lots on what is know as the Fincher Farm. The Board will look at his plans at the next meeting to consider his proposal. The Board gave him one stipulation there would be only 14 lots and no more extension, Austin made motion to accept Coe 2<sup>nd</sup> motion passed.

Man representing Rebecca Thompson about her pass due account. After discussion from the Board motion made by Coe bill was to be paid in full plus reconnect fee before service would be turned on, Austin 2<sup>nd</sup> motion passed.

Hunter Shelton from Clear Water Solutions gave monthly report on the water plant, most of the issues that were brought up on the ADEM annual report have been corrected.

Board approved The Municipal Water Pollution form, Coe made the motion to approve Austin 2<sup>nd</sup> motion passed.

Office Report CCRs will run in the Randolph Leader 1<sup>st</sup> of June.

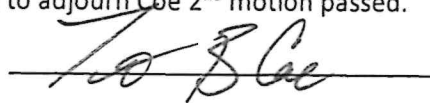
Discussed sewer rates will bring up at next meeting.

Discussed interrupters on gas rectifiers for next year new test require these.

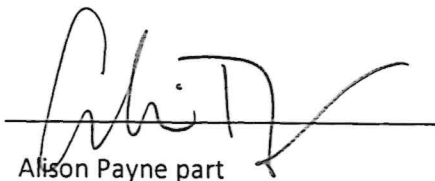
Still waiting on information that will help us submit the service line inventory.

With no further business Austin made motion to adjourn Coe 2<sup>nd</sup> motion passed.

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Tim Coe , Chairman



Alison Payne part

The Water, Sewer, and Gas Board  
Of The Town of Wedowee

April 19, 2024

The Water, Sewer, and Gas Board met Tuesday, April 19, 2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the March 12, 2024 were read. Austin made motion to accept minutes as read Coe 2<sup>nd</sup> motion passed.

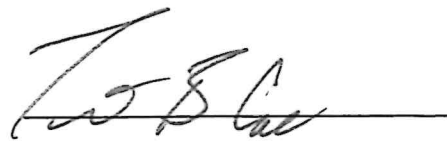
Hunter Shelton with Clearwater gave report on the water plant. The plant should be manned with three part time and one full time operators. He has had the technical instruments checked out by Steve Barrington. The backwash valve controller which has been open and closed by hand for last while has been repaired.

Office report; CCRS are complete waiting on ADEM.

North tank is back on line.

Service line inventory is complete but is only hand written, but ADEM requires it to be sent on a Excel program which is very complicated discuss this at next meeting.

With no further business Coe made motion to adjourn Austin 2<sup>nd</sup> motion passed.



Tim Coe, Chairman



Alison Payne part

The Water, Sewer, and Gas Board

Of The Town of Wedowee

MARCH 12, 2024

The Water, Sewer, and Gas Board met Tuesday, March 12, 2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the February 20, 2024 were read. Austin made motion to accept minutes as read Coe 2<sup>nd</sup> motion passed.

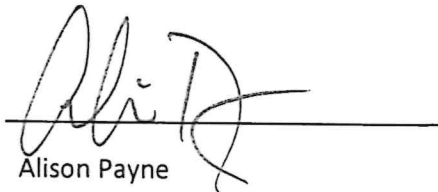
Mr. Bubba May addressed the Board about gas prices after some discussion he better understood the process that Wedowee utilities goes thru to get gas to each of their customers.

Office report: North tank rehab on schedule the tank should be back on line next week as soon as final inspections are ok. The ALFA building is connected to new sewer tap. Work on the lagoon project has started first order of the project was to get a water line over to the site.

With no further business Austin made motion to adjourn Coe 2<sup>nd</sup> motion passed.



Tim Coe , Chairman



Alison Payne

The Water, Sewer, and Gas Board

Of The Town of Wedowee

February 20,2024

The Water, Sewer, and Gas Board met Tuesday, February 20,2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the January 9,2024

Mike Hammond was present to speak to the board about his outstanding bill, after learning his problem the board agreed to give the office permission to let him pay on his old bill plus his current bill monthly till old bill is caught up.

Office report work on the north tank rehab is going as scheduled .Water plant had not been running, in the last week due to raw water being very muddy because of rain.

With no further business Austin made motion to adjourn Coe 2<sup>nd</sup> motion passed.

A handwritten signature in black ink, appearing to read 'Tim Coe', written over a horizontal line.

Tim Coe , Chairman

A handwritten signature in black ink, appearing to read 'Alison Payne', written over a horizontal line.

Alison Payne

The Water, Sewer, and Gas Board

Of The Town of Wedowee

January 9 2024

The Water, Sewer, and Gas Board met Tuesday, January 9 2024 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

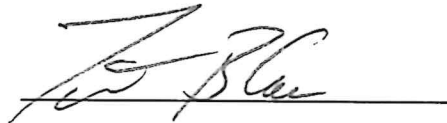
Minutes of the December 12, 2023 were read Austin made motion to accept as read Coe 2<sup>nd</sup> motion passed.

Bids for the rehab of the north tank. We received three bids from the five that were sent out. Stephens TPS, Inc, no bid, Tank Rehab \$158,000.00, Robinson and Sons Construction Services, Inc 109,900.00, Tank pro 125,763.00 and Viking Painting, LLC no bid. Coe made motion to go with the low bid Austin 2<sup>nd</sup> motion passed.

Office report line extension for sewer and water past Family Dollar, will be discussed more at next meeting .Acker electric was called to do some electric work at the water plant due to flooding in the pipe gallery .Asked the tech to check to see about getting 220 volts to where the new floc machine is to be installed Tech thinks he can get the wiring ran with ext conduit.

We have new rep with Clearwater at the water plant her name is Katie Hill.

With no further business Austin made motion to adjourn Coe 2<sup>nd</sup> motion passed.



Tim Coe , Chairman



Alison Payne

The Water, Sewer, and Gas Board  
Of The Town of Wedowee

December 12, 2023

The Water, Sewer, and Gas Board met Tuesday, December 12, 2023 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the November 14, 2023 meeting were read Austin made motion to approve as read Coe 2<sup>nd</sup> the motion passed.

Bids for the rehab of the north tank will be opened on December 20, 2023

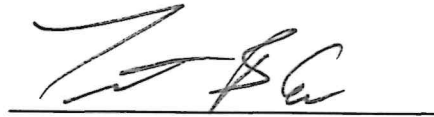
Received 2 bids for the flocculater at the water plant, Coe made motion to go with the low bid from Morrow water tech with a bid price of \$16,113.73. *Austin 2nd motion passed.*

Mr. Arnold Parker addressed the board about a sewer bill his bill was explained to him by the office.

With no further business Austin made motion to adjourn Coe 2<sup>nd</sup> motion passed.



Alison Payne



Tim Coe, Chairman

The Water, Sewer, and Gas Board  
Of The Town of Wedowee

November 14,2023

The Water, Sewer, and Gas Board met Tuesday, November 14,2023 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

Minutes of the October 10,2023 meeting were read Austin made motion to approve as read Coe 2<sup>nd</sup> the motion passed.

After discussion on the rehab of the north tank Coe made the motion to get bids on this process.

Austin 2<sup>nd</sup> the motion passed.

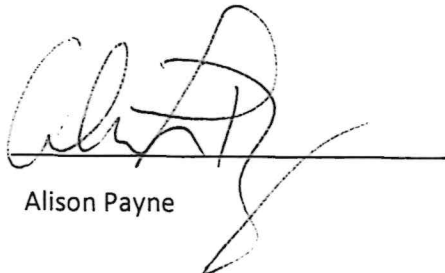
Bids for the floc machine were discussed with only one bid complete at the time of meeting ,bids were tabled till next meeting.

Austin made motion to install a water tap for Terry Norton at the end of water line on co rd 804 ,Coe 2<sup>nd</sup> motion passed.

Richard Parrish asked the Board about help with a water line break on his side of meter,Coe made motion to keep with Board policy of any breaks past the meter is the customers responsibility,Austin 2<sup>nd</sup> motion passed.

Office report ,still no plan on aux pump at water intake, waiting from call from Alabama power rep.Coe ask about the raw water line that was installed several years ago that has never been hooked to the water plant.

With no further business Austin made motion to adjourn Coe 2<sup>nd</sup> motion passed.



Alison Payne



Tim Coe , Chairman

The Water, Sewer, and Gas Board  
Of The Town of Wedowee

October 10,2023

The Water, Sewer, and Gas Board met Tuesday, October 10,2023 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin

Tim Coe called the meeting to order.

Coe made motion to accept agenda Austin 2<sup>nd</sup> motion passed.

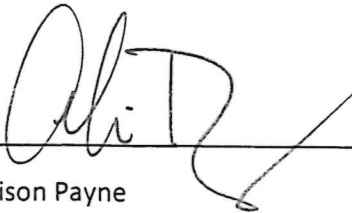
Minutes of the September 12,2023 meeting were read Austin made motion to approve as read Coe 2<sup>nd</sup> the motion passed.

North tank rehab during our annual inspection of the water system Ammie White with ADEM is requiring the water system to rehab the north tank. Got a estimate thru engineer Curt O'Daniel from Robinson and Sons paint and labor \$75,000.00 or they have a five year payment plan of \$1,840.00 per month which would include pressure washing in side and out after a period of 4 to 5 years.

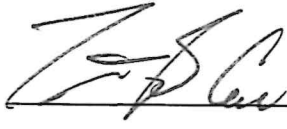
Flocculator at plant for the raw water according to White with ADEM needs to be replaced estimates on prices will be given at next meeting.

Report from the office engineer is still working on the aux pump for the raw water still have not come up with a plan or price.

With no further business Coe made motion to adjourn Austin 2<sup>nd</sup> motion, the motion passed.



Alison Payne



Tim Coe, Chairman

The Water, Sewer, and Gas Board

Of The Town of Wedowee

September 12, 2023

The Water, Sewer, and Gas Board met Tuesday, September 12, 2023 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin and Grady Sims

Tim Coe called the meeting to order.

Austin made motion to accept agenda Sims 2<sup>nd</sup> motion passed.

Minutes of the August 8 meeting were read Austin made motion to approve as read Coe 2<sup>nd</sup> the motion passed.

Office report County Commission sent a letter thru there attorney John Tinney stating that the Commission would not give us permission to use there right of way to install a water line in the north end of county each board member got a copy of letter.

Meet with William Joyner on August 29 he is with EPA, he also had 2 rep's from ADEM with him, they were here to inspect our lagoon. Also present were 3 members of Rawco to answer questions about testing and records Joyner said visual inspection of the sight looked good we have not got back the results of the inspection.

Both water tanks have been inspected the town tank looks good north tank needs to be repainted.

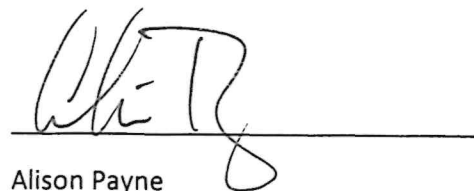
Aimee White came by the office after doing annual inspection of the water plant informed us of records needed to be kept in the office. tank maintenance records, source water assessment plan, back flow preventer at plant test records.

Curt is working on aux pump for the barge and the source water assessment plan.

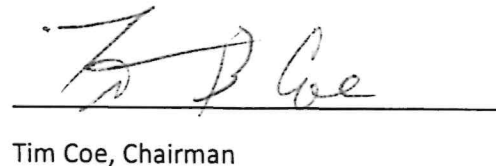
In the process of collecting lead and copper samples.

Paperless billing has been accepted very well.

With no further business Coe made motion to adjourn Austin 2<sup>nd</sup> motion, the motion passed.



Alison Payne



Tim Coe, Chairman

The Water, Sewer, and Gas Board

Of The Town of Wedowee

August 8, 2023

The Water, Sewer, and Gas Board met Tuesday, August 8, 2023 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin.

Tim Coe called the meeting to order.

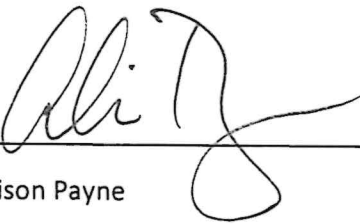
Motion (Coe/Austin) to approve the agenda. Passed unanimously.

Minutes of the July 11 meeting were read Austin made motion to approve as read Coe 2<sup>nd</sup> the motion passed.

Discussed the Cleburne county project still no word from the commission on a right of way to install water line. Chairman Coe wants to us to stay in touch with the commission office when this will happen.

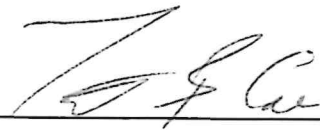
Alison and Mike gave report on work that was done past month, 10 main leaks 2 new meter taps, 2 meter drops lots meter ready 2 water taps outstanding. Gas audit August 3 and 4 we have had as of August 8 462 line spots.

With no further business Coe made motion to adjourn Austin 2<sup>nd</sup> motion passed.



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Alison Payne



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Tim Coe, Chairman

The Water, Sewer, and Gas Board  
Of The Town of Wedowee

July 11,2023

The Water, Sewer, and Gas Board met Tuesday, July 11,2023 at 1:00 p.m. in the Board Room.

Members present: Tim Coe, Veronica Austin, Grady Sims.

Tim Coe called the meeting to order.

Motion (Coe/Austin) to approve the agenda. Passed unanimously.

Minutes of the June 13, were read. Austin made motion to approve as read Coe 2<sup>nd</sup> the motion passed unanimously.

Allison and Mike gave office report. Randolph County Commission has taken our request for a right of way to install a water line in the north end of the county off the table until they hear from their lawyer. Mike attended the Williams Pipe Line meeting their upgrades will not affect the pipeline only inhouse on the pumps.

With no further business Coe made motion to adjourn Austin 2<sup>nd</sup> motion passed.



Alison Payne



Tim Coe, Chairman

# The Water, Sewer, and Gas Board of The Town of Wedowee

June 13 2023

The Water Sewer and Gas Board of the Town of Wedowee met Tuesday, June 13 2023, at 1:00 p.m. in the Utility Board room.

The following members were present: Chairman Tim Coe and Veronica Austin

The meeting was called to order by Chairman Coe.

Austin/ Coe motion to approve the agenda passed unanimously.

The minutes of the May 9 2023, meeting was unanimously approved as read by

Austin/Coe motion

Coe made motion to approved and sign Gas Dimp plan Austin 2<sup>nd</sup> the motion passed

Alison and Mike gave report on the office for the month of May

Coe made motion to adjourn Austin 2<sup>nd</sup> motion passed



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Allison Payne, Manager



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Tim Coe, Chairman

The Water, Sewer, and Gas Board  
of The Town of Wedowee  
May 09,2023

The Water, Sewer, and Gas Board met Tuesday, May 09,2023at 1:00 p.m. in the Board Room.

Members present: Tim Coe and Veronica Austin

Tim Coe called the meeting to order.

Motion (Coe/Austin) to approve the agenda. Passed unanimously.

Minutes of the March 14,2023meeting were approved as read.

Approve the 2022 MWPP Coe made motion to approve as read Austin 2<sup>nd</sup> 'motion passed


Approve preceding with Cleburne Co water connection. Coe made motion to proceed Austin2<sup>nd</sup>.motion passed.unanimously..

Discussed and declared the Cleburne Co connection an emergency to be completed before the lake levels drop in the fall Coe made the motin Austin 2<sup>nd</sup>, motion passed.

Approved a letter to Randolph Co Water telling them of our decision to run line from Cleburne Co water system.

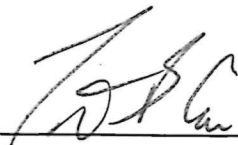
Mike and Allision gave report from the office.

Coe made motion to adjourn Austin 2<sup>nd</sup> , motion passed.



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Allison Payne



---

Tim Coe, Chairman

The Water, Sewer, and Gas Board  
of The Town of Wedowee

March 14, 2023

The Water, Sewer, and Gas Board met Tuesday, March 14, 2023 at 1:00 p.m. in the Board Room.

Members present: Tim Coe and Veronica Austin

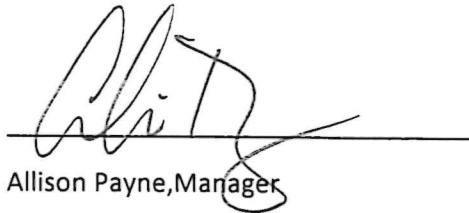
Tim Coe called the meeting to order.

Motion (Coe/Austin) to approve the agenda. Passed unanimously.


Minutes of the February 14, 2023 meeting were approved as read.

With no new business to discuss or take action on, the board members listened to reports from the office personnel.

Motion (Coe/Austin) to adjourn. Passed unanimously.



Allison Payne, Manager



Tim Coe, Chairman

# The Water, Sewer, and Gas Board of The Town of Wedowee

February 14,2023

The Water Sewer and Gas Board of the Town of Wedowee met Tuesday, Feb 14,2023, at 1:00 p.m. in the Utility Board room.

The following members were present: Chairman Tim Coe and Grady Sims and Veronica Austin

The meeting was called to order by Chairman Coe.

Austin/Sims motion to approve the agenda passed unanimously.

The minutes of the December 13, 2022, meeting was unanimously approved as read by

Austin/Coe motion

Marilyn James was present to address the board about muddy water at her residence on Rock Creek Rd. She wants the utilities board to help pay for repairs to her camper due to mud problems. No other customers in this area have complained of this problem. Chairman Coe stated that he would check on a few things and call Ms. James within the week. 760-876-0063

Brenda presented the 2023 budget

Coe/Austin motion to approve passed unanimously.

Brenda addressed the board about Clearwater Solutions taking over operations and staffing at the plant. After some discussion Chairman Coe made the motion to approve and unanimously passed.

Board unanimously approved increasing water rates effective March 1, 2023 with \$35.00 being the new minimum for up to 2000 gallons, and will address gas rate increase at the March meeting to go into effect April 1<sup>st</sup>, 2023.

There being no further business a motion to adjourn by Coe/Austin passed unanimously.



Alison Payne, Manager



Tim Coe, Chairman

The Water, Sewer, and Gas Board of  
The Town of Wedowee

Feb 14 2023

Agenda

1. Call to Order
2. Approve the Agenda
3. Minutes of December 13 2022
4. Approve the, minutes
5. Marilyn ~~Jones~~ James would like to address the board
6. Budget
7. Rates
8. Mike and Alison report
9. Adjourn

# The Water, Sewer, and Gas Board of The Town of Wedowee

December 13, 2022

The Water Sewer and Gas Board of the Town of Wedowee met Tuesday, Dec,13,2022, at 1:00 p.m. in the Utility Board room.

The following members were present: Chairman Tim Coe and Grady Sims and Veronica Austin

The meeting was called to order by Chairman Coe.

Austin/Sims motion to approve the agenda passed unanimously.


The minutes of the October 11 2022, meeting was unanimously approved as read by

Austin/Sims motion

Allison and Mike gave reports. New decals will be placed on all utility vehicles. All service trucks have been equipped with the GPS system. Worked with the Randolph hwy dept to cover gas and sewer lines under creek bridge at new football field. As of November 2022, 32 new water taps had been installed, and 17 meters installed at meter ready locations. Did 1 4-inch sewer tap.


Had discussion on the water connection with Cleburne county water system which would help the north end of the water system. Board gave approval to meet with their board on January 19,2023 and give our proposal.

There being no further business a motion to adjourn the meeting by Coe/Austin passed unanimously.



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Allison Payne, Manager



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Tim Coe, Chairman

The Water, Sewer & Gas Bd  
of the Town of Wedowee 2023

Budget Summary

|            |              |
|------------|--------------|
| Income     | 2,335,500.00 |
| Expenses   |              |
| Operations | 1,079,892.10 |
| Personnel  | 1,115,400.00 |
| Total      | 2,195,292.10 |
| Net        | 226,100.00   |

The Water, Sewer & Gas Board  
of the Town of Wedowee  
2023

| Income        | 2022 Budget  | 11 Mo. YTD   | 2023 Budget  |
|---------------|--------------|--------------|--------------|
| Water Sales   | 1,550,000.00 | 1,432,719.22 | 1,550,000.00 |
| Gas Sales     | 460,000.00   | 482,583.55   | 500,000.00   |
| Sewer Sales   | 150,000.00   | 134,223.83   | 150,000.00   |
| Tap Fees      | 60,000.00    | 65,040.38    | 65,000.00    |
| Gas Refunds   | 25,000.00    | 21,091.00    | 25,000.00    |
| Connect Fees  | 36,000.00    | 33,300.00    | 36,000.00    |
| Interest      | 9,000.00     | 4,345.73     | 6,000.00     |
| Miscellaneous | 3,500.00     | 15,672.78    | 3,500.00     |
| Total         | 2,293,500.00 | 2,188,976.49 | 2,335,500.00 |

| Operations              | 2022 Budget | 11 Mo. YTD   | 2023 Budget |
|-------------------------|-------------|--------------|-------------|
| Dues & Publications     | 350.00      | 110.00       | 350.00      |
| Utilities               | 100,000.00  | 86,920.44    | 100,000.00  |
| Repairs & Maintenance   | 200,000.00  | 306,073.23   | 200,000.00  |
| Sewer Tests             | 2,500.00    | 1,528.20     | 2,500.00    |
| Water Tests             | 15,000.00   | 8,939.90     | 15,000.00   |
| Natural Gas Purchases   | 180,000.00  | 283,390.35   | 250,000.00  |
| Maintenance Supplies    | 100,000.00  | 77,324.85    | 100,000.00  |
| Telephone               | 7,500.00    | 3,732.89     | 4,000.00    |
| Legal                   | 1,000.00    |              | 1,000.00    |
| Audit/Accounting        | 35,000.00   | 9,200.00     | 10,000.00   |
| Engineering             | 25,000.00   | 13,993.47    | 25,000.00   |
| Equipment Repair        | 2,000.00    | 981.60       | 1,000.00    |
| Equipment               | 3,000.00    | 1,000.00     | 3,000.00    |
| Tools                   | 8,000.00    | 5,772.35     | 8,000.00    |
| Gasoline                | 20,000.00   | 36,018.22    | 40,000.00   |
| Cell Phones             | 8,000.00    | 5,560.86     | 6,000.00    |
| Uniforms                | 10,000.00   | 10,959.67    | 10,000.00   |
| Vehicle Expense         | 15,000.00   | 15,100.39    | 15,000.00   |
| Office Supplies         | 6,000.00    | 7,194.22     | 6,000.00    |
| Office Equipment Repair | 2,000.00    | 2,000.00     | 2,000.00    |
| Directors               | 12,000.00   | 11,000.00    | 12,000.00   |
| Postage                 | 12,000.00   | 12,122.20    | 12,000.00   |
| Insurance               | 45,000.00   | 49,000.00    | 49,000.00   |
| Ala One Call            | 700.00      | 479.34       | 600.00      |
| Water Purchases         | 65,000.00   | 125,095.94   | 100,000.00  |
| Office Fixtures         | 1,000.00    |              | 500.00      |
| Miscellaneous           | 5,000.00    | 6,393.98     | 5,000.00    |
| New Truck               | 50,000.00   |              | 20,000.00   |
| Total                   | 931,050.00  | 1,079,892.10 | 997,950.00  |

| Personnel         | 2022 Budget  | 11 Mo. YTD   | 2023 Budget  |
|-------------------|--------------|--------------|--------------|
| Wages             | 778,000.00   | 765,603.50   | 778,000.00   |
| Unemployment      | 2,000.00     | 1,769.25     | 2,000.00     |
| Workman's Comp    | 30,000.00    | 27,149.00    | 30,000.00    |
| Surety Bonds      | 1,500.00     | 100.00       | 500.00       |
| Travel & Training | 1,000.00     | 1,570.01     | 1,500.00     |
| Drug Tests        | 1,000.00     | 657.00       | 1,000.00     |
| Health Insurance  | 160,000.00   | 142,451.09   | 150,000.00   |
| FICA              | 50,000.00    | 44,476.66    | 50,000.00    |
| Medicare          | 15,000.00    | 10,401.80    | 15,000.00    |
| Life Insurance    | 2,400.00     | 1,909.12     | 2,400.00     |
| Retirement        | 85,000.00    | 102,539.13   | 85,000.00    |
| Total             | 1,125,900.00 | 1,098,626.56 | 1,115,400.00 |



Building communities. | Impacting lives.

## PROFESSIONAL SERVICE AGREEMENT Operation, Maintenance and Management Services

13 This Professional Service Agreement (hereinafter referred to as “the Contract”) entered into this day of March, 2023, by and between the Wedowee Utilities Board, (hereinafter referred to as “Board”), with mailing address of 11 West Broad Street, Wedowee, AL 36278 and ClearWater Solutions, LLC, (hereinafter referred to as “Service Provider”), and address is 2178 Moores Mill Road Auburn, Alabama 36830 and together referred to as “the Parties.”

### RECITALS

WHEREAS, simultaneously herewith, the Service Provider shall provide the labor to manage, operate and maintain the Board’s water treatment plant in Wedowee, Alabama (hereinafter referred to as “System”) and,

WHEREAS, by execution of this Agreement, the Board desires to employ the services of Service Provider and the Service Provider hereby agrees to continue the operation, maintenance, and management responsibilities on the Contract Commencement Date;

NOW, THEREFORE in consideration of the foregoing premises, and the mutual conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

### ARTICLE I - GENERAL OBLIGATIONS

1. All land, buildings, facilities, easements, licenses, right-of-ways, equipment and vehicles presently or hereafter acquired or owned by Board shall remain the exclusive property of the Board’s unless specifically provided for otherwise in this Agreement.
2. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.
3. This Agreement, including appendices, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms “Service Provider” and “Board” shall include the respective officers, agents, directors, elected or appointed officials, boarders, and employees and, where appropriate, subcontractor, contractor or anyone acting on their behalf.
4. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
5. It is understood that the relationship of Service Provider to Board is that of independent contractor and that the Board does not retain control of the mode, manner and method of performance of the work associated with the Project. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services, and nothing herein is intended to imply that Service

Provider is to supply professional engineering services to Board, unless specifically stated in this Agreement to the contrary.

6. If any litigation is necessary to enforce the terms of this Agreement, each party shall be responsible for their own attorney's fees.

## **ARTICLE II - SERVICE PROVIDER'S SCOPE OF SERVICES**

1. This Article shall apply to Service Provider's Operation, Maintenance, and Management services for the Board's water treatment facilities.
2. Board agrees to compensate Service Provider, and Service Provider agrees to provide services to Board, pursuant to the terms of this Agreement and as specified in Appendix D.
3. Service Provider shall provide qualified employees, with Alabama Department of Environmental Management (ADEM) certifications for these type facilities, to manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with said agreement.
4. Service Provider shall operate and manage the System on a 24-hour per day, 7 day per week basis.
5. Service Provider shall staff the system as required by all local, state and federal rules, regulations and laws pertaining to the water system, and as specified by ADEM and the Environmental Protection Agency (EPA) and such staff shall conduct themselves courteously and professionally at all times and maintain a positive working relationship between Service Provider and Board.
6. Service Provider shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water process control, operations, maintenance, safety, and supervisory skills with the Service Provider paying for such training and education.
7. Service Provider shall provide proper uniforms for Service Providers' Employees and shall pay associated cost.
8. Within the first ninety (90) days of the date of this Agreement, Service Provider shall provide the Board with a list of any recommended capital improvements that Service Provider believes will be required for any of the facilities covered under the contract. Service Provider shall not be relieved of the responsibility to perform if the recommendations are not implemented, however, unless capital recommendations are required to meet regulatory criteria.
9. Service Provider shall implement and maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to Board regarding the need, if any, for Board to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Service Provider's operations hereunder and federal regulations promulgated pursuant to the Americans with Disabilities Act ("ADA"). Nothing herein shall be construed to place upon Service Provider a duty to find and report violations of either the safety laws or the ADA at the Facility other than reporting to the Board.
10. Service Provider shall promptly reimburse the Board for fines and/or penalties assessed by entities having appropriate jurisdiction when said fines and/or penalties are the fault of Service Provider. Service Provider shall have full support of Board to contest such fines and/or penalties with said levying entities at its own expense.



11. In an emergency affecting the safety of persons or property, Service Provider may act without written amendment or change order, at Service Provider's discretion, to prevent threatened damage, injury or loss.
12. Service Provider shall prepare operating reports, analytical results, accountings, daily logs, and all other reports as required by federal and/or state law or regulations (including but not limited to those which are required by ADEM), and shall sign said reports and submit copies to the Board for review. Service Provider shall submit reports to proper agencies and maintain at least one copy of said reports and records at the plant facility filed in an orderly and easily accessible manner.
13. Service Provider shall provide laboratory testing and sampling presently required by system performance portions of the NPDES permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. For those tests that are beyond the capability of the laboratory of the facility, Service Provider shall perform timely sample collection and delivery to an acceptable commercial or State laboratory. Service Provider shall also coordinate and manage the timely submittal of sample analysis by commercial laboratories to appropriate regulatory authorities.
14. Service Provider shall perform appropriate quality assurance and quality control measures to assure accuracy of laboratory sample analysis and on-line water quality testing and water quantity metering performed at the System. Service Provider shall also provide and maintain applicable supplies, including but not limited to, appropriate reagents on site and manage quantities of reagents on hand so as to maintain proper shelf life. Service Provider shall also provide in-house calibration of instruments when appropriate and arrange for calibration of laboratory and on-line instruments and meters by qualified third parties when appropriate.
15. Within the design capacity and capabilities of the System, Service Provider shall manage, operate and maintain the System so that potable water from the System meets the requirements of all federal, state, EPA, and ADEM rules and regulations and any/all Board Ordinances, and Service Provider shall promptly treat and discharge all processed drainage in accordance with the NPDES permit and shall properly manage process residuals on site to the extent that the System is capable of said treatment and management.
16. Service Provider shall operate the System, its facilities and equipment in accordance with the manufacturer's recommendations so as to be in compliance with all federal and state law and regulations and pursuant to good and accepted industry practices for similarly situated facilities and contracts and shall continuously monitor raw water quality and anticipate changes in quality that could affect plant performance and adjust operations accordingly.
17. Service Provider shall utilize the Board's or develop and/or supply and utilize computerized programs for maintenance, process monitoring and laboratory management.
18. Service Provider shall provide dependable and convenient 24-hour electronic communication capability between the System and the Board. Service Provider shall also provide on-call personnel, cell telephones and pagers necessary to achieve 24-hour per day communication and timely response capability.
19. Service Provider shall provide Board with a physical inventory of chemicals and other consumables on hand as of the date of this Agreement. Service Provider shall provide Board with the same quantity of chemicals or equivalent upon termination of this Agreement and during the term of this Agreement, shall receive, handle, store, manage and protect chemicals, fuels and other supplies sufficient for the uninterrupted proper operation of the System.



20. Service Provider shall be responsible for maintaining all manufacturers' warranties on equipment purchased by Board, after the Contract Commencement Date, and assist Board in enforcing existing equipment warranties and guarantees.
21. Service Provider shall provide the Board with full documentation that preventive maintenance is being performed on Board's owned equipment, in accordance with manufacturer's recommendations, at intervals and in sufficient detail as may be determined by the Board. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory for such parts as are required for the uninterrupted proper operation of the System.
22. Service Provider shall perform all Routine Maintenance and Repairs under normal working conditions for the Project and shall have the responsibility of paying for all such maintenance cost for parts and materials as specified in Article IV.3, Repair and Maintenance Limit, which costs are specified herein. -
23. Board shall have the responsibility of paying for all Capital Expenditures over Two Thousand Dollars (\$2,000) as defined in Appendix A.3.
24. Within the design capacity and capabilities of the Water Treatment Plant and related facilities as described in Appendix B, Service Provider shall operate the Water Treatment Plant in compliance with all federal and state laws and regulation and pursuant to good and accepted industry practices for similarly situated contract operators and shall make frequent observations of tank levels by means of the supervisory control and data acquisition system and advise the Board of apparent System anomalies in a timely manner.
25. Service Provider shall pay all Direct Costs incurred in normal Water Treatment operations as defined in Appendix A. All work performed by the Service Provider outside the Scope of Work detailed in Appendix B will be charged at cost plus 20%.
26. Service Provider's duties and responsibilities not specifically stated herein are set forth in Appendix D – Scope of Services, and are incorporated herein.

### **ARTICLE III – BOARD'S DUTIES**

1. The Board shall fund all necessary Capital Expenditures over \$2,000 as provided in Appendix A.2. Priority shall be given to safety and the ADA related expenses described in Article II.9. Any loss, damage, or injury resulting from Board's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit, when reasonably requested by Service Provider, shall be the sole responsibility of Board.
2. The Board shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to Board and which are necessary and appropriate in the operation of the Board's facilities and which are not transferred to Service Provider under this Agreement.
3. The Board shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, if any, other than taxes imposed upon Service Provider's net income and/or payroll taxes for Service Provider employees.
4. In the event Service Provider is required to pay any sales tax or use taxes on the value of the services provided by Service Provider hereunder or the services provided by any subcontractor of Service Provider, such payments shall be reimbursed by the Board, unless the Board furnishes a valid and properly executed exemption certificate relieving the Board and Service Provider of the obligation for such taxes. In the event the Board furnishes an exemption certificate which is invalid or not applicable to services by Service Provider, the Board shall indemnify Service Provider for any taxes, interest, penalties, and increment costs,



- expenses or fees which it may incur as a result of Service Provider's reliance on such certificate.
5. Board will provide for the collection and hauling of normal and customary solid waste, screenings, grit, sludge and scum ("Waste") to Board's approved disposal sites. It shall be the sole right and responsibility of Board to designate, approve or select disposal sites to be used for Board's disposal of waste materials. All Waste and/or byproduct treated and/or generated during Service Provider's performance of services is and shall remain the sole and exclusive property of Board. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Board.
  6. Additional Board duties and responsibilities are detailed in Appendix D, Scope of Services, and are incorporated herein.

#### **ARTICLE IV - COMPENSATION**

1. Service Provider's compensation under this Agreement shall consist of an Annual Fee. For the term of this Agreement, after Commencement Date, Service Provider's Annual Fee shall be **\$731,722.55 or \$60,976.88 per month**. This annual fee shall include a Maintenance and Repair Limit of **\$35,000** and a Chemical limit of **\$50,000**.
2. Service Provider and the Board will negotiate an increase/decrease to the annual fee three (3) months before the anniversary date of each year.
3. If actual Maintenance and Repair expenditures are less than the annual Maintenance and Repair Limit for any Agreement year, Service Provider shall rebate the entire difference to Board. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, Board shall pay the excess to Service Provider. Service Provider shall notify Board when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit and provided detailed invoices for all cost associated with Maintenance and Repairs monthly.
4. If actual Chemical expenditures are less than the annual Chemical Limit for any Agreement year, Service Provider shall rebate the entire difference to Board. If actual Chemical expenditures exceed the Chemical Limit, Board shall pay the excess to Service Provider. Service Provider shall notify Board when actual Chemical expenditures equal eighty percent (80%) of Chemical Limit and provide detailed invoices for all cost associated with Chemicals monthly.
5. The Board shall pay for all electrical cost at the plant, potable water tanks, raw water pump station, pump stations, metering sites treatment facility. Service Provider shall manage and operate the system to minimize energy and other utility bills to the maximum extent reasonably possible without adversely affecting the functional performance of the System.

#### **ARTICLE V - PAYMENT OF COMPENSATION**

1. One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 15<sup>th</sup> of the month for each month that services are provided beginning the 15<sup>th</sup> day of the month following the month that services are commenced.
2. All other compensation to Service Provider is due upon receipt of Service Provider's invoice and payable within fifteen (15) days.
3. Any monies payable pursuant to Article IV.3 shall be paid within sixty (60) calendar days after the end of each Agreement year.



4. Board shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

## ARTICLE VI - SCOPE CHANGES

Service Provider may request a rate adjustment on the Annual Fee, which the Board will consider in good faith, based on the following:

1. Any change in Project operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change.
2. Any changes associated with new regulations from EPA, ADEM or any other regulatory agency.
3. Increases or decreases in rates or related charges (including taxes) imposed upon Service Provider by a utility provider or taxing Board, excluding taxes based on Service Provider's net income; and/or
4. Board's request of Service Provider and Service Provider's consent to provide additional or reduced services

For Changes in Scope described in Article VI.1 through, and including, Article VI.3, the Annual Fee shall be increased (or decreased) by an amount mutually agreed upon by the parties in writing.

For Changes in Scope described in Section VI.4, the Annual Fee shall be increased by an amount equal to Service Provider's additional Cost associated with such change.

## ARTICLE VII - TERM, TERMINATION AND DEFAULT

1. This Agreement shall take effect on March 13, 2023 ("the Contract Commencement Date") and remain in effect for five (5) years. The contract will automatically extend for two additional five (5) year terms. Five (5) year extension shall be deemed automatic provided; however, the Board may terminate the Agreement at any time for convenience by giving Service Provider at least one hundred twenty (120) days prior notice of such termination.
2. Except as provided in Article VII.1 above, a party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach, and only after allowing the other party thirty (30) days to cure to the other party's reasonable satisfaction, or commence taking reasonable steps to the other party's reasonable satisfaction, to cure the breach.
3. Upon notice of termination by Board, Service Provider shall assist Board in assuming operation of the Project. If additional Cost is incurred by Service Provider at request of Board, Board shall pay Service Provider such Cost within 15 days of invoice receipt.
4. Upon termination of this Agreement and all renewals and extensions of it, Service Provider shall return the Facilities to Board in the same condition as they were upon the effective date of this Agreement, ordinary wear and tear excepted.



## ARTICLE VIII - DISPUTES AND FORCE MAJEURE

1. In the event activities by employee groups or unions unrelated to Service Provider cause a disruption in Service Provider's ability to perform at the Project, Service Provider at its own option, may seek appropriate injunctive court orders. During any such disruption, Service Provider shall operate the facilities on a best-efforts basis until any such disruptions cease.
2. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party so long as such party seeking payment is ready, willing and able to perform its duties, responsibilities and obligations under this Agreement.
3. Any and all claims, disputes, controversies, demands, and causes of action of whatever nature, kind or description arising from or relating to this Agreement shall be decided by the Circuit Court of Randolph County, Alabama.

## ARTICLE IX - INDEMNITY, LIABILITY AND INSURANCE

1. Service Provider agrees to protect, defend and hold the Board and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Service Agreement and/or the performance thereof.
2. Service Provider shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date that are the result of Service Provider's negligent, willful, wanton or intentional conduct. Board will assist Service Provider to contest any such fines in administrative proceedings and/or in court prior to any payment by Service Provider. Service Provider shall pay the cost of any such contest.
3. Indemnity agreements provided for in this Agreement shall survive the termination of the Agreement.
4. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix C. Except as provided in subparagraph 1 above, each party assumes the risk of loss or damage to its respective property and shall maintain broad form property insurance in order to protect both parties against any such loss. Each party shall provide the other party with satisfactory proof of insurance.

## ARTICLE X - CONFLICTING PROVISIONS

This Agreement is intended to be read and construed in pari materia with the Board's request for a contract and the Service Provider's response thereto. Should any provisions herein conflict with or create an ambiguity when construed with any provisions contained in the Board's request or Service Provider's response thereto, then this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Agreement on the dates appearing adjacent to their respective signatures.



**ARTICLE XI - NOTICES**

1. *Non-Solicitation. During the period commencing on the Effective Date and ending one year following the Termination Date, the Client shall not, without CWS's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of CWS or its Affiliates; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with CWS or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Date, the Client will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of CWS or its Affiliates with, or endeavor to entice away from CWS or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a consultant, co-investor, co-developer, joint ventures or other customer of CWS or its Affiliates.*



Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

**CLEARWATER SOLUTIONS, LLC**

[Signature]  
By: Houston Black  
Its: Chief Operations Office

3-13-23  
Date

**Attest:**

By: [Signature]  
Name: Tim Mitchell  
Its: Regional Manager

3-13-23  
Date

**WEDOWEE UTILITIES BOARD**

By: [Signature]  
Name: Timothy B. Coe  
Its: Chairman

3-13-2023  
Date

**Attest:**

By: [Signature]  
Name: Brenda Boone  
Its: Financial/office Manager

3-13-23  
Date



## APPENDIX A

### DEFINITIONS

1. “**Annual Fee**” means a predetermined, fixed sum for Service Provider’s services. The Annual Fee includes Cost and profit.
2. “**Capital Expenditures**” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand Dollars (\$2,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000) or (3) expenditures that are planned, non-routine and budgeted by Board. Capital Expenditures less than \$2,000 shall be paid by the Service Provider and charged to the Maintenance and Repair Limit account.
3. “**Direct Cost**” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, cell phone, postage, trash hauling, tools, memberships and training supplies.
4. “**Maintenance**” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by Service Provider to maximize the service life of the equipment, vehicles and facilities.
5. “**Maintenance and Repair Limit**” means the total Maintenance and Repair expenditures that Service Provider has specified in Article IV - Compensation. Such expenditures exclude any labor costs for Service Provider’s staff assigned to the Project and Service Provider specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermo graphic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
6. The “**Project**” means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such.
7. “**Repairs**” means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, or facilities or some component thereof.
8. “**Unforeseen Circumstances**” shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes and justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, state or federal administrative agency, court or governmental body, and (iii) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.



**APPENDIX B**  
**List of Facilities**

Service Provider agrees to provide the services necessary for the management, operation and maintenance of the following:

1. Water Treatment Facility located at 2933 *Old Hwy 431, Wetlowee, Al.*
2. Raw Water Intake Facility located at \_\_\_\_\_ *Peninsula Dr. , Wetlowee, Al.*
3. *Booster pump station* *Old Hwy 431, Wetlowee, Al.*



## APPENDIX C

### INSURANCE COVERAGE

#### **Service Provider Shall Maintain:**

- Statutory workers' compensation for all of Service Providers employees at the project as required by the State of Alabama.
- Comprehensive general liability insurance, insuring Service Providers negligence, in an amount not less than \$2,000,000 combined single limits for bodily injury and/or property damage.
- \$1,000,000 Pollution Coverage
- Vehicle Insurance, \$1,000,000 each occurrence, personal injury, General Aggregate of \$2,000,000
- Umbrella insurance in the amount of \$4,000,000
- Employee Theft insurance

#### **Board Shall Maintain:**

1. Automobile liability insurance for collision, comprehensive, and bodily injury on all vehicles owned by the Board and utilized by the Service Provider, if any.

Service Provider shall provide at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this agreement. Service Provider may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law.



## APPENDIX D

### SCOPE OF SERVICES

This is an overview of what ClearWater shall provide to the Board:

1. Salary and Benefits for ClearWater employees
2. Medical, Dental and Eye for ClearWater employees
3. Offer all employees 401 (K) retirement matching 6%.
4. Annual Employee safety incentive programs
5. Safety and Training of employees – we have certified training instructors
6. Uniforms, professional fees
7. Cell/two-way radios
8. Safety supplies, boots, hard hats, glasses, gloves etc.
9. Lab Supplies for water quality analysis
10. Laboratory sampling and testing for water treatment facility
11. Compliance testing; daily analysis on raw and finished water, monthly, quarterly, and/or annual water quality monitoring as required by all regulatory agencies (ADEM & EPA)
12. Prepare, sign and submit ADEM reports
13. Liability insurance, umbrella insurance, Workers Comp, payroll taxes
14. General maintenance of all client assets, i.e. pumps, motors, chemical feed equipment etc.
15. General office supplies, i.e. copier paper, pens, lab forms etc., and hand tools
16. One computer for reporting documents, lab software etc.
17. Fuel for Client vehicles and equipment utilized by the operators at the plant.
18. 24/7 emergency call outs
19. Maintain client standard operating procedures (SOP's)
20. Assist the Board in maintaining and protecting warranties on equipment and/or completed construction
21. Perform basic security activities including, but not necessarily limited to, the following: (1) keep the plant gates locked except when authorized entering and leaving activities are taking place; (2) maintain and enforce a visitation log sign-in protocol for all visitors to the plant; (3) appropriate patrolling of the building and the grounds and perimeter fence as frequently as necessary to maintain appropriate security; (4) contact and report to authorities, including law enforcement and the Board, if theft of property or other security issues are observed.
22. All reporting, compliance testing, record keeping, process control and cleaning of bar, brush static, wash static screens at wastewater treatment facility



Board shall provide/maintain the following:

1. Software and computers for the Supervisory Control and Data Acquisition System (SCADA)
2. Board will pay for maintenance materials for capital improvement per the Agreement, Article III.
3. Vehicle insurance, lease payments on equipment owned by Board and utilized by Service Provider.
4. Debt Service payments
5. Maintain all warranties on facility(s) and equipment associated with this project
6. Professional fees, dues and subscriptions outside of ClearWater employees
7. License and permitting fees
8. All repairs above the \$2,000 limit as specified in Appendix A.5 shall be invoiced directly to the Board for payment.
9. All Electrical cost
10. Grounds keeping at the potable water tanks and water treatment facility
11. Grounds keeping equipment such as lawnmowers and weed eaters for water treatment facility and intake facility
12. Removal and disposal of sludge from the water treatment facilities
13. Hauling of normal customary solid waste

