



REGULAR CITY COUNCIL MEETING

Monday, July 22, 2024 at 6:30 PM

Pre- Meeting at 6:00 PM

Council Chamber | 1953 Municipal Way

AGENDA

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

MINUTES APPROVAL

- [A.](#) 07-08-2024 Minutes - Work Session and Regular City Council
- [B.](#) 07-18-2024 Minutes - Work Session City Council

AGENDA APPROVAL

MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

COUNCIL REPORTS

- [C.](#) Library Report - June 2024
- [D.](#) Public Works Monthly Report - June 2024
- [E.](#) AFD Monthly Report - June 2024
- [F.](#) APD Monthly Activity Report - June 2024
- [G.](#) Building and Engineering Monthly Report - June 2024

AGENDA ITEMS

* Public Hearing on these Items ** Set Public Hearing on these Items

- [1.](#) *Resolution 072224-A Affirming Recommendation to Demolish a Structure at 1305 Navajo Trail

Public Hearing to consider a recommendation from the City of Alabaster Building Official for the demolition of a structure located at 1305 Navajo Trail Alabaster, Alabama.

- [2.](#) *Resolution 072224-B Affirming Recommendation to Demolish a Structure at 1557 Napoleon Drive

Public Hearing to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 1557 Napoleon Drive Alabaster, Alabama.

- [3.](#) *Resolution 072224-C Affirming Recommendation to Demolish Structure Located at 70 Maylene Lane

Public Hearing to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 70 Maylene Ln. Alabaster, Alabama.

- [4.](#) *Resolution 072224-D Affirming Recommendation to Demolish Structure Located at 612 9th Ave SW

Public Hearing to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 612 9th Ave SW Alabaster, Alabama.

5. **Resolution 081224 Affirming Recommendation to Demolish a Structure at 377 Simmsville Rd

Setting a Public Hearing for Monday, August 12, 2024 at 6:30 PM, to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 377 Simmsville Rd Alabaster, Alabama.

6. Resolution 072224-E Authorization to Open EMS Transport Bank Account with Central State Bank and Closing Two Old Accounts

Authorizing the City's Finance Director to open a new bank account with Central State Bank for the collection of EMS transportation payments and close two old accounts that are no longer needed.

7. Resolution 072224-F Authorizing Agreement with GMC - ALDOT Project STPBH-0119(510) Supplemental No. 2

Authorizing Supplemental No. 2 Agreement with Goodwyn, Mills and Cawood, INC for design and construction supervision of for the Hwy 119 project from North of Fulton Springs Road to South of Veterans Park in the additional amount of \$173,776.

8. Resolution 072224-G Authorizing Agreement with SCPARA for Pickleball Court

Authorizing an agreement with Shelby County Park & Recreation Authority (SCPARA) for Pickleball Courts at Patriots Park in the amount not to exceed \$20,279.64.

9. Resolution 072224-H Authorizing Agreement C&W Concrete Construction Inc for Additional Pickleball Courts for Patriots Park

Authorizing an agreement C&W Concrete Construction Inc for concrete work needed for additional Pickleball Courts for Patriots Park in the amount not to exceed \$44,715.

10. Resolution 072224-I Enter Agreement S and G Waldrop Electric Inc for Patriots Park Pickleball Additional Lighting

Authorizing an agreement with S&G Waldrop Electric Inc for Patriots Park Pickleball Additional Lighting at a cost not to exceed \$36,000.

11. Resolution 072224-J Enter Agreement Metro Fence for Additional Pickleball Courts for Patriots Park

Authorizing an agreement with Metro Fence for additional Pickleball Courts to be located at Patriots Park in the amount not to exceed \$14,936.

12. Resolution 072224-R Authorizing Agreement Musco Sports Lighting LLC for Patriots Park Pickleball Expansion

Authorizing an agreement with Musco Sports Lighting, LLC for lighting structure system and control technology for new pickleball courts at Patriots Park in the amount not to exceed \$37,500.

13. Resolution 072224-K Enter Agreement with CMH Architects for Master Plan Site Development at Hwy 119 and Thompson Rd

Authorizing an agreement with CMH Architects for development of a site master plan for the Commercial Parcel located at Hwy 119 and Thompson Road in the amount not to exceed \$11,500.

14. Rezoning Request - The Ledges at Grande View

Setting a Public Hearing for August 26, 2024 at 6:30 PM, at the request of Owner: CCN Asset Management LLC & 12 & 80 Land LLC & CCG Management LLC: Rezone from R-2 (Single Family Residential) to PDD (Planned Development District) for a 280 lot subdivision located East of County Road 17 & Butler Road.

15. Resolution 072224-M Authorizing a MOU With Ironwood Construction and Development, LLC

Approving a collaborative relationship for the potential development of the property located at "Warrior Square" which is 4 acres +/- located at the corner of Hwy 119 and Thompson Rd, Alabaster, on the old Thompson Intermediate School site.

16. Resolution 072224-Q Authorizing Agreement with AT&T for Facilities Relocation for the Recreation Center and Library Project

Authorizing the Mayor to sign an agreement with AT&T for Facilities Relocation related to the construction of the new Recreation Center and Library in the amount not to exceed \$336,635.56.

17. Resolution 072224-N Approving Issuance of ABC License - PARV1INC dba Lions Pride 20

Approving a request from PARV1INC dba Lions Pride 20 for a 050 - Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) alcohol license at 8079 Highway 119 Alabaster, AL 35007.

18. Resolution 072224-O Approving Issuance of ABC License - PARV1INC dba Hwy 119 Package Store

Approving a request for a 011- Lounge Retail Liquor - Class II (Package) alcohol license for PARV1INC Hwy 119 Package Store at 8079 Highway 119 Ste B Alabaster, AL 35007.

19. Resolution 072224-P Authorizing an Encroachment Agreement with Southern Natural Gas Company, LLC for the Buck Creek Trail Expansion Project

Authorizing an Encroachment Agreement with Southern Natural Gas Company, LLC through Kinder Morgan for the Buck Creek Trail Expansion Project

20. Resolution 072224-S Authorizing Rejection of Bids for Athletic Fields Landscaping Project

Authorizing the rejection of all bids received for the Athletic Fields Landscaping Project at Peanut Davenport Field and Larry Simmons Stadium.

21. *Public Hearing to consider revocation of business license of Nick's Auto Repair

Public Hearing to consider revocation of business license of Nick's Auto Repair, LLC 8601 Hwy 119 as recommended by APD.

***Resolution 072224 Resolution to Revoke Business License of Nick's Auto Repair, LLC**

or

***Resolution 072224 Resolution to Not Revoke Business License of Nick's Auto Repair, LLC**

PUBLIC COMMENTS

Please step to the podium and state your name and address for the record.

COUNCIL COMMENTS

WORK SESSION SCHEDULED FOR AUGUST 8, 2024 AT 6:00 PM.

ADJOURN MEETING

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting by:

Calling Office Number: 205-664-6800

Or Visit: <http://cityofalabaster.com/397/Americans-with-Disabilities-Act>



MINUTES OF THE WORK SESSION AND REGULAR CITY COUNCIL MEETING

Council Chamber | 1953 Municipal Way

Alabaster, AL

July 08, 2024

CALL TO ORDER - WORK SESSION / PRE-COUNCIL

The meeting was called to order at 5:13 PM with Council President Sophie Martin presiding.

AGENDA ITEMS

1. Recreation Center and Library Update - Fred Hawkins

Director of Infrastructure and Public Services, Fred Hawkins provided the Council with an update on the planning progress for the new Rec Center and Library.

2. Regular Meeting Agenda Review and Discussion

The City Council reviewed all of tonight's agenda items and discussed in preparation for the 6:30 Regular City Council Meeting.

ADJOURN MEETING

Work Session adjourned at 6:32 PM

CALL TO ORDER - Regular City Council Meeting

The meeting was called to order at 6:33 PM with Council President Sophie Martin presiding.

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

PRESENT

Council Member - Ward 1 Sophie Martin

Council Member - Ward 2 Rick Ellis

Council Member - Ward 4 Greg Farrell

Council Member - Ward 5 Jamie Cole

Council Member - Ward 6 Zach Zahariadis

ABSENT

Council Member - Ward 3 Stacy Rakestraw

Council Member - Ward 7 Kerri Pate

MINUTES APPROVAL

A. 06-24-2024 Minutes - Regular City Council Meeting

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 5 Cole.
Minutes approved.

AGENDA APPROVAL

Motion made by Council Member - Ward 5 Cole, Seconded by Council Member - Ward 2 Ellis.
Agenda approved.

AGENDA ITEMS

*** Public Hearing on these Items ** Set Public Hearing on these Items**

1. Resolution 070824 Authorizing Modification of Sewer Bill for Wellington Manor

Authorizing the amendment of sewer charges for Wellington Manor due to filling of two 30K gallon pools.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 4 Farrell. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis. Motion carried.

2. Resolution 070824-A Awarding the Bid for Firefighting Equipment

Following a bid opening on July 2, 2024, awarding the bid for firefighting equipment to Sunbelt Fire, Inc in the amount of \$58,753.60.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 6 Zahariadis. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis. Motion carried.

3. Resolution 070824-B Awarding Bid for City of Alabaster Athletic Fields Landscaping Project

Tabled until the July 22nd meeting - Awarding the bid for the Landscaping at the City's Athletic Fields to Wyndham Landscape in the amount of \$229,303.75.

Motion to table the awarding of this bid in order to further review the bids was made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 5 Cole. Motion carried. Awarding or rejection was scheduled for the July 22, 2024 Regular City Council meeting.

4. **Resolution 070824-C Resolution to Revoke Business License of Nick's Auto Repair, LLC

Setting a public hearing for Monday, July 22, 2024 at 6:30 PM to consider revocation of business license of Nick's Auto Repair, LLC 8601 Hwy 119 as recommended by APD.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 4 Farrell. Motion carried.

5. **Resolution 072224-A Affirming Recommendation to Demolish a Structure at 1305 Navajo Trail

Setting a Public Hearing for Monday, July 22, 2024 to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 1305 Navajo Trail Alabaster, Alabama.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 5 Cole. Motion carried.

6. **Resolution 072224-B Affirming Recommendation to Demolish a Structure at 1557 Napoleon Drive

Setting a Public Hearing for Monday, July 22, 2024 to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 1557 Napoleon Drive Alabaster, Alabama.

Motion made by Council Member - Ward 5 Cole, Seconded by Council Member - Ward 4 Farrell. Motion carried.

7. **Resolution 072224-C Affirming Recommendation to Demolish Structure Located at 70 Maylene Lane

Setting a Public Hearing for Monday, July 22, 2024 to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 70 Maylene Ln. Alabaster, Alabama.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 2 Ellis. Motion carried.

8. **Resolution 072224-D Affirming Recommendation to Demolish Structure Located at 612 9th Ave SW

Setting a Public Hearing for Monday, July 22, 2024 to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 612 9th Ave SW Alabaster, Alabama.

Motion made by Council Member - Ward 5 Cole, Seconded by Council Member - Ward 6 Zahariadis. Motion carried.

PUBLIC COMMENTS

None

COUNCIL COMMENTS

None

WORK SESSION SCHEDULED FOR JULY 18, 2024 AT 6:00 PM

ADJOURN MEETING

Motion made by Council Member - Ward 5 Cole, Seconded by Council Member - Ward 4 Farrell. Meeting adjourned at 6:44 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



MINUTES OF THE WORK SESSION CITY COUNCIL

Council Chambers | 1953 Municipal Way

Alabaster, AL

July 18, 2024

CALL TO ORDER

City Council assembled for a Work Session and the meeting was called to order at 6:04 PM with Council President Pro Tem Greg Farrell presiding.

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

PRESENT

Council Member - Ward 1 Sophie Martin (in at 7:27)

Council Member - Ward 2 Rick Ellis

Council Member - Ward 3 Stacy Rakestraw

Council Member - Ward 4 Greg Farrell

Council Member - Ward 5 Jamie Cole

Council Member - Ward 6 Zach Zahariadis

Council Member - Ward 7 Kerri Pate

AGENDA ITEMS:

1. Financial Report to Council

Finance Director John Haggard presented the City Council with an overview of the City financials through Q3 of this fiscal year.

2. Resolution 072224-E Authorization to Open EMS Transport Bank Account with Central State Bank

REVIEW: Authorizing the City's Finance Director to open a new bank account with Central State Bank for the collection of EMS transportation payments. Added to Monday's agenda.

3. Rezoning Request - The Ledges at Grande View

Review Request from Owner: CCN Asset Management LLC & 12 & 80 Land LLC & CCG Management LLC: Rezone from R-2 (Single Family Residential) to PDD (Planned Development District) for a 280 lot subdivision located East of County Road 17 & Butler Road. Added to Monday's agenda.

4. Resolution 072224-K Enter Agreement with CMH Architects for Master Plan Site Development at Hwy 119 and Thompson Rd

REVIEW: Authorizing an agreement with CMH Architects for development of a site master plan for the Commercial Parcel located at Hwy 119 and Thompson Road in the amount not to exceed \$11,500. Added to Monday's agenda.

5. Resolution 072224-M Authorizing a MOU With Warrior Corner Development

REVIEW: Approving a collaborative relationship for the potential development of the property located at "Warrior Corner" which is 4 acres +/- located at the corner of Hwy 119 and Thompson Rd, Alabaster, on the old Thompson Intermediate School site. Added to Monday's agenda.

6. Resolution 072224-S Authorizing Rejection of Bids for Athletic Fields Landscaping Project

REVIEW: Authorizing the rejection of all bids received for the Landscaping at Peanut Davenport Field and Larry Simmons Stadium. Added to Monday's agenda.

7. Resolution 072224-F Authorizing Agreement with GMC - ALDOT Project STPBH-0119(510) Supplemental No. 2

REVIEW: Authorizing Supplemental No. 2 Agreement with Goodwyn, Mills and Cawood, INC for design and construction supervision of for the Hwy 119 project from North of Fulton Springs Road to South of Veterans Park in the additional amount of \$173,776. Added to Monday's agenda.

8. Resolution 072224-G Authorizing Agreement with SCPARA for Pickleball Court

REVIEW: Authorizing an agreement with Shelby County Park & Recreation Authority (SCPARA) for Pickleball Courts at Patriots Park in the amount not to exceed \$20,279.64. Added to Monday's agenda.

9. Resolution 072224-H Authorizing Agreement C&W Concrete Construction Inc for Additional Pickleball Courts for Patriots Park

REVIEW: Authorizing an agreement C&W Concrete Construction Inc for concrete work needed for additional Pickleball Courts for Patriots Park in the amount not to exceed \$44,715. Added to Monday's agenda.

10. Resolution 072224-I Enter Agreement S and G Waldrop Electric Inc for Patriots Park Pickleball Additional Lighting

REVIEW: Authorizing an agreement with S&G Waldrop Electric Inc for Patriots Park Pickleball Additional Lighting at a cost not to exceed \$36,000. Added to Monday's agenda.

11. Resolution 072224-J Enter Agreement Metro Fence for Additional Pickleball Courts for Patriots Park

REVIEW: Authorizing an agreement with Metro Fence for additional Pickleball Courts to be located at Patriots Park in the amount not to exceed \$14,936. Added to Monday's agenda.

12. Resolution 072224-R Authorizing Agreement Musco Sports Lighting LLC for Patriots Park Pickleball Expansion

REVIEW: Authorizing an agreement with Musco Sports Lighting, LLC for lighting structure system and control technology for new pickleball courts at Patriots Park in the amount not to exceed \$37,500. Added to Monday's agenda.

13. Resolution 072224-L Authorizing Agreement with Wall Craft - Repair Concrete Flume on Independence Dr

REVIEW: Authorizing the Mayor to enter an agreement with Wall Craft to repair concrete flume on Independence Drive that was damaged during the 2020 major flooding event in the amount not to exceed \$68,801.20

Based on this project being below Public Works Bid Law and Alabaster's financial policy, this agreement doesn't require a formal resolution. Fred Hawkins confirmed that the flume repair project will be proceeding as planned.

14. Resolution 072224-N Approving Issuance of ABC License - PARV1INC dba Lions Pride 20

REVIEW: Approving a request from PARV1INC dba Lions Pride 20 for a 050 - Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) license at 8079 Highway 119 Alabaster, AL 35007. Added to Monday's agenda.

15. Resolution 072224-O ABC Alcohol License Request - PARV1INC dba Hwy 119 Package Store

REVIEW: Approving a request for a 011- Lounge Retail Liquor - Class II (Package) for PARV1INC Hwy 119 Package Store at 8079 Highway 119 Ste B Alabaster, AL 35007. Added to Monday's agenda.

16. Resolution 072224-P Authorizing an Encroachment Agreement with Southern Natural Gas Company, LLC for the Buck Creek Trail Expansion Project

REVIEW: Authorizing an Encroachment Agreement with Southern Natural Gas Company, LLC through Kinder Morgan for the Buck Creek Trail Expansion Project. Added to Monday's agenda.

17. Resolution 072224-Q Authorizing Agreement with AT&T for Facilities Relocation for the Recreation Center and Library Project

REVIEW: Authorizing the Mayor to sign an agreement with AT&T for Facilities Relocation related to the construction of the new Recreation Center and Library in the amount not to exceed \$336,635.56. Added to Monday's agenda.

18. **Resolution 081224 Affirming Recommendation to Demolish a Structure at 377 Simmsville Rd

REVIEW: Setting a Public Hearing for Monday, August 12, 2024, at 6:30 PM, to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 377 Simmsville Rd Alabaster, Alabama. Added to Monday's agenda.

UPCOMING AGENDA ITEMS:

1. *Resolution 072224 Resolution to Revoke Business License of Nick's Auto Repair, LLC

A Public Hearing is set for Monday, July 22, 2024, at 6:30 PM to consider revocation of the business license of Nick's Auto Repair, LLC 8601 Hwy 119 as recommended by APD. Added to Monday's agenda.

2. *Resolution 072224-A Affirming Recommendation to Demolish a Structure at 1305 Navajo Trail

A Public Hearing is set for Monday, July 22, 2024, to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 1305 Navajo Trail Alabaster, Alabama. Added to Monday's agenda.

3. *Resolution 072224-B Affirming Recommendation to Demolish a Structure at 1557 Napoleon Drive

A Public Hearing is set for Monday, July 22, 2024, to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 1557 Napoleon Drive Alabaster, Alabama. Added to Monday's agenda.

4. *Resolution 072224-C Affirming Recommendation to Demolish Structure Located at 70 Maylene Lane

A Public Hearing is set for Monday, July 22, 2024, to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 70 Maylene Ln. Alabaster, Alabama. Added to Monday's agenda.

5. *Resolution 072224-D Affirming Recommendation to Demolish Structure Located at 612 9th Ave SW

A Public Hearing is set for Monday, July 22, 2024, to consider a recommendation from the Alabaster Housing Abatement Board (AHAB) for the demolition of a structure located at 612 9th Ave SW Alabaster, Alabama. Added to Monday's agenda.

ADJOURNMENT

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 5 Cole. Meeting adjourned at 8:00 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



SUMMER CHALLENGE 2024 CAMP ALBERT!



Library mascot Bernie the Owl visits kids during story & craft hour, Wednesday June 5.

METRICS REPORT ALBERT L. SCOTT LIBRARY

JUNE 2024 Metrics

Print & Non-Print Circulation	1.92 YTD turnover rate
New Cards Issued	161
Programs Held	52
Program Attendance	1059

JUNE Highlights:



Kids got to hold chickens during DART Family Farm's storytime on June 15th!



Teens joined Ms. Karen for an afternoon of making homemade soap & lotion on June 4th.

JULY Events:

Native Americans of Moundville, July 8 at 10:30 AM—Marsha Holley of Moundville Archaeological Park visits to talk about the once thriving indigenous community of Moundville, AL. This program is ideal for kids ages 6 to 11.

Adventures in Paleontology for Teens, July 18 at 4 PM—The Alabama Museum of Natural History visits to talk prehistoric Alabama.

Science Saturday: National Ice Cream Day! July 20 at 10:30 AM—Kids ages 6 to 11 can celebrate National Ice Cream Day by learning the science behind ice cream and making some the easy way.

Dolores Hydock: Storytelling of Norman Rockwell, July 21 at 2 PM—Popular storyteller Dolores Hydock returns with a presentation on the all-American artwork of Norman Rockwell.

Self-Care Journaling, July 22 at 6pm – Kim Eaton presents the art of self-care journaling. Materials are provided, but feel free to bring your own. Adults only please.

Library Report

24-Jun 23-Jun

COLLECTIONS		Monthly Grand Total Circulation	27,993	23,402
		YTD Turnover	1.92	2
Physical Circulation	Adult Non-Print		1,574	1,238
	Juvenile Non-Print		643	622
	Young Adult Non-Print		-	-
	Adult Print		7,549	6,891
	Juvenile Print		7,932	8,749
	Young Adult Print		82	348
	Total Print & Non-Print Circulation			17,780
Digital Circulation	Camelia Net		8,914	4,055
	Camelia Net Advantage		194	155
	Hoopla		1,104	954
	Total Digital Circulation			10,212
Collection Changes	Books Added		478	618
	Books Withdrawn		776	288
	Media Added		23	50
	Media Withdrawn		123	5

PATRONAGE		161	125
	New	128	96
	Replacement	33	29

PROGRAMMING	Programs	Attendance	Programs	Attendance
	53	339	57	886
Adult	9	73	7	63
Preschool	8	164	10	140
Juvenile	28	27	28	563
YA	7	47	12	120
Outreach	1	28	-	0

USAGE OF SERVICES			
Outreach Services	Outreach Center Circulation	245	NA
	Books By Mail Circulation	23	NA
Facility	Door Count	4,465	5,759
	In Library Use	660	618
	Meeting Room Use	1	-
	Curbside Pick-Up	1	4
Computer Center	Computer Use		390
	Wi-Fi Use		12,060
Reference	Reference Questions	428	494
	Directional Questions	589	722
		Total	1,017
Reciprocal Borrowing	Loaned In County	805	899
	Borrowed In County	568	843
	Loaned Out County	3	3
	Borrowed Out County	11	15
Volunteer Service	Friends of the Library	3	8
	Childrens Dept	36	14
	Adult Dept	11	21
		Volunteer Total	50
			43

Scott Brakefield
Mayor

John Haggard
Treasurer



Brian Binzer
City Administrator

J. Mark Frey
City Clerk

Public Works Department

Fred Hawkins, Director

June 2024 Monthly report

141 hauls 978 tons- Household Trash.

178 hauls 509 tons- wood waste type debris.

June junk first Monday - 112 stops 9 hauls 20 tons.

138 large bags trash removed from various highways throughout city.

Recycle-1 haul 3.7 tons.

Alabaster Fire Department Activity Report



June 2024

Timothy J. Love
Fire Chief

June 2024 Activity Report

Operations Division

Total Incidents for Month: 348

Incidents by Zone:	Incident Types:
Firehouse 1: 105	Fire/Non-EMS: 140
Firehouse 2: 94	EMS: :208
Firehouse 3: 143	
Out of City : 6	

Incidents

Incidents January 1-June 30, 2024: 2270 (+133)
Incidents January 1-June 30, 2023: 2137

Incidents By Shift

A Shift	129
B Shift	112
C Shift	107

Apparatus Responses

Total Unit Responses June 1 - 30, 2024: 520		
Engine 11	118	
Engine 12	92	
Engine 13	157	
Tower 19	23	
Batt 10	130	

Property Saved

Property Saved January 1- June 30, 2024: \$35,515.00

Private Ambulance Transports

June 1 - 30, 2024: 95 Patients
January 1 – June 1-30, 2024: Patients 703 (+58)
January 1 – June 1-30, 2023: Patients 645

Total EMS Patients Contacted January 1 – June 30, 2024; 1110

Community Outreach:

4	Blood pressures taken at firehouses	0	Firehouse tours given
3	Child safety seats installed	0	Smoke alarm installed
4	Community events attended	1	Smoke alarm batteries changed
0	Community Risk Reduction classes		
0	EMS stand-by for events in City		

Logistics Division

Training:

June 1-30, 2024, 7,416 Staff hours
January 1- June 30, 2024: 29,236 Staff hours
January 1- June 30, 2023: 13,328 Staff hours

4 personnel received R/T Swift Water certification at the Alabama Fire College
1 personnel received Public Fire Life Safety Educator certification from the Alabama Fire College



Curtis Rigney

Chief of Police

Telephone

(205) 664-7401

Alabaster Police Department Monthly Activity Report

June 2024

PATROL DIVISION

<u>2271</u>	Police Events	<u>88</u>	Assist Other Agency
<u>117</u>	Traffic Accidents Requiring Report	<u>146</u>	Assist Citizen
<u>650</u>	Traffic Stops	<u>86</u>	Animal Complaints
<u>301</u>	Traffic Citations (UTC'S)	<u>380</u>	CEU Hours
<u>435</u>	Traffic Warnings		
<u>55</u>	On View Arrest		
<u>57</u>	Warrant Arrest	<u>15188</u>	Business Checks Performed
<u>14</u>	Drug Arrest	<u>6787</u>	Neighborhood Checks Performed
<u>2</u>	Juvenile Arrest		
<u>2</u>	Domestic Violence Arrest		

Chief Curtis Rigney



Curtis Rigney

Chief of Police

Telephone

(205) 664-7401

Alabaster Police Department Monthly Activity Report

June 2024

Reports Requiring Investigation And/Or Action by CID

<u>0</u>	Arson	<u>0</u>	Menacing
<u>0</u>	Assault	<u>0</u>	Murder
<u>1</u>	Burglary	<u>0</u>	Obstruction of Justice
<u>2</u>	Criminal Mischief	<u>0</u>	Rape
<u>0</u>	Domestic Violence	<u>0</u>	Receiving Stolen Property
<u>0</u>	Escape	<u>1</u>	Robbery
<u>0</u>	Forgery/PFI	<u>1</u>	Unlawful B&E of Vehicle
<u>3</u>	Fraud. Use Credit Card	<u>1</u>	Unauth. Use of Vehicle
<u>0</u>	Harassment	<u>0</u>	Sex Crimes
<u>1</u>	Identity Theft	<u>0</u>	Terrorist Threats
<u>0</u>	Juvenile Runaway	<u>17</u>	Theft of Property
<u>6</u>	Felony Warrants Obtained	<u>19</u>	Felony Cases Assigned
<u>0</u>	Misd. Warrants Obtained	<u>8</u>	Misd. Cases Assigned
<u>1</u>	Juvenile Petitions Obtained	<u>43</u>	Total Cases Assigned
<u>0</u>	CID Arrests		
<u>0</u>	CID Juvenile Arrests	<u>62</u>	Cases Closed



BUILDING AND ENGINEERING SERVICES MONTHLY REPORT



June 2024

Monthly Summary By Type (Permits Issued)

Date xlRange from June 2024

Permit Type	Use	# of Permits	Valuation	Cost
Addition	-	0	0.00	0.00
Civil Construction	Non-Residential	3	4,469,905.00	42,589.09
Deck	Non-Residential	1	8,500.00	255.75
Electrical	Non-Residential	2	24,800.00	354.00
Electrical	Residential	17	89,844.00	1,843.50
Fence	-	0	0.00	0.00
Fire Sprinkler System	-	0	0.00	0.00
Fire Suppression System	Non-Residential	1	0.00	183.62
Fire Suppression System	Residential	1	2,000.00	125.00
Floodplain Development	-	0	0.00	0.00
Gas	Residential	8	9,750.00	925.00
Mechanical	Non-Residential	2	44,069.00	486.34
Mechanical	Residential	13	128,834.00	1,872.50
Meter Release Inspection	Non-Residential	2	0.00	100.00
Meter Release Inspection	Residential	1	0.00	50.00
Mobile Home Set	-	0	0.00	0.00
Land Disturbance	Non-Residential	1	0.00	400.00
Land Disturbance	Residential	9	0.00	900.00
New Building	Residential	8	2,008,526.00	69,074.57
Plumbing	Non-Residential	1	5,000.00	100.00
Plumbing	Residential	19	185,414.00	2,585.21
Porch	-	0	0.00	0.00
Remodel / Renovation	Non-Residential	1	10,000.00	0.00
Remodel / Renovation	Residential	3	430,000.00	2,303.00
Retaining/Decorative Wall	-	0	0.00	0.00
Right-of-Way / Excavation	Non-Residential	2	0.00	800.00
Roofing	Non-Residential	2	465,225.00	4,228.84
Roofing	Residential	10	143,139.00	1,720.60
Siding	Residential	1	25,830.00	269.56
Sign	Non-Residential	4	37,600.00	378.60
Structure Over 200 Sq ft	Residential	1	5,000.00	175.00
Structure Under 200 Sq ft	-	0	0.00	0.00
Swimming Pool	Residential	2	120,750.00	1,376.38
Water/Sewer Connection	-	0	0.00	0.00
TOTALS		115	8,214,186.00	133,096.56

Having previously been introduced at the July 8, 2024 Council Meeting with a Public Hearing being held on July 22, 2024, Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.

Item #1.



RESOLUTION 072224-A

A RESOLUTION AFFIRMING RECOMMENDATION FROM THE ALABASTER MUNICIPAL HOUSING CODE ABATEMENT BOARD TO DEMOLISH A STRUCTURE AT 1305 NAVAJO TRAIL

WHEREAS, the Mayor and City Council wish to provide for the general welfare of City residents pursuant to provisions of the Code of Alabaster, Article III Unsafe Buildings Sec. 105-47, and

WHEREAS, it is the desire of the Mayor and City Council of the City of Alabaster to provide the citizens with the most efficient and effective means of completing the requirements of Article III Sec. 105-47, and

WHEREAS, after careful consideration, the Alabaster Municipal Housing Code Abatement Board has recommended the demolition of a structure located at **1305 Navajo Trail / PIN 13 8 27 4 001 012.000** in line with provisions of aforementioned Ordinance and 11-53A-1 of the Code of Alabama, 1975, and

WHEREAS, the building official and board chair do affirm the property owner was provided the requirements under the law, and

WHEREAS, notice of hearing before the Alabaster City Council was published as required by law.

WHEREAS, after careful consideration of the information provided by the Alabaster Housing Abatement Board and the public comments, if any, this structure is deemed unsafe and in need of demolition.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The structure located at 1305 Navajo Trail, Alabaster, Alabama is hereby found to be unsafe to the extent that it has become a public nuisance and is ordered to be demolished;
2. That at the conclusion of thirty (30) days the City Council of the City of Alabaster directs City Administration, under direction of the Mayor, to take subsequent necessary and legal steps, up to and including demolition of the structure and assessment of the costs therefore necessary to complete the process.
3. The City Council also directs Mayor Scott Brakefield, to execute all documentation necessary to complete this transaction and City Clerk Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



Building Official Report & Recommendation To the Alabaster Abatement Board

Date: July 8, 2024

Owner Name	Nova Leatrice Lacross	Parcel ID	13 8 27 4 001 012.000
Owner Address	1305 Navajo Trl Alabaster, AL 35007	Property Address:	1305 Navajo Trl
		Date of Inspection	6/13/2024





**Building Official Report & Recommendation
To the Alabaster Abatement Board**





ENGINEERING AND BUILDING SERVICES

June 13, 2024

VIA CERTIFIED MAIL AND POSTING

Nova Leatrice Lacross
1305 Navajo Trl
Alabaster, AL 35007

Re: Abandoned / Unsafe Structure(s)
Location: 1305 Navajo Trl
Alabaster, AL 35007
PIN: 13 8 27 4 001 012.000

Dear Nova Leatrice Lacross,

It has come to the attention of the City of Alabaster Engineering and Building Services, along with the Alabaster Fire Department, that the structure(s) presently under your ownership significantly poses a threat to the general safety and welfare of those persons who may be in or near the property such that we believe the property to be unsafe to the extent of being a public nuisance due to the a tree that has fallen and collapsed portions of the roof.

Pursuant to Ala. Code §11-40-30 et seq, the following action(s) are required to remedy the unsafe structure(s) on the property,

1. The structure is to be demolished and the site properly cleared and stabilized; or,
2. The services of a design professional duly registered and licensed must be secured to evaluate the present conditions; giving recommendations for hazard mitigation; and,
3. The property shall be brought up to all mechanical, electrical, plumbing, fuel gas and corresponding fire and life safety standards and must be verified by a Building or Fire Prevention Services Inspector for compliance with the current International Codes and Ordinances as adopted by the City of Alabaster.
4. Property Owner provide immediate notification to Building and Fire Prevention Services of the intended mediation as described above, no more than 30 days from date of this letter.

The hazard that exists as noted above must be mediated immediately or the City of Alabaster will take further action as required which may be demolition of the structure at your expense. This office will cooperate with you to every extent possible. If you have any questions, please feel free to contact the undersigned at (205) 664-6823.

The city council will take this matter up at 6:30 PM on July 22, 2024 at its regularly scheduled council meeting. Should you have an objection to this finding you must file a written response and your objections to this finding with the city clerk no later than July 14, 2024.

Sincerely,

Brent Johns, Building Official
Engineering and Building Services

1953 Municipal Way • Alabaster • Alabama 35007
Phone: 205-664-6823 • Fax: 205-664-6841 • www.cityofalabaster.com

Having previously been introduced at the July 8, 2024 Council Meeting with a Public Hearing being held on July 22, 2024, Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.

Item #2.



RESOLUTION 072224-B

A RESOLUTION AFFIRMING RECOMMENDATION FROM THE ALABASTER MUNICIPAL HOUSING CODE ABATEMENT BOARD TO DEMOLISH A STRUCTURE AT 1557 NAPOLEON DRIVE

WHEREAS, the Mayor and City Council wish to provide for the general welfare of City residents pursuant to provisions of the Code of Alabaster, Article III Unsafe Buildings Sec. 105-47, and

WHEREAS, it is the desire of the Mayor and City Council of the City of Alabaster to provide the citizens with the most efficient and effective means of completing the requirements of Article III Sec. 105-47, and

WHEREAS, after careful consideration, the Alabaster Municipal Housing Code Abatement Board has recommended the demolition of a structure located at **1557 Napoleon Drive / PIN 13 7 26 2 001 023.000** in line with provisions of aforementioned Ordinance and 11-53A-1 of the Code of Alabama, 1975, and

WHEREAS, the building official and board chair do affirm the property owner was provided the requirements under the law, and

WHEREAS, notice of hearing before the Alabaster City Council was published as required by law.

WHEREAS, after careful consideration of the information provided by the Alabaster Housing Abatement Board and the public comments, if any, this structure is deemed unsafe and in need of demolition.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The structure located at 1557 Napoleon Drive, Alabaster, Alabama is hereby found to be unsafe to the extent that it has become a public nuisance and is ordered to be demolished;
2. That at the conclusion of thirty (30) days the City Council of the City of Alabaster directs City Administration, under direction of the Mayor, to take subsequent necessary and legal steps, up to and including demolition of the structure and assessment of the costs therefore necessary to complete the process.
3. The City Council also directs Mayor Scott Brakefield, to execute all documentation necessary to complete this transaction and City Clerk Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

CERTIFICATE OF SALE / RECEIPT

Auction: E-26161

Auction id: HG2

Winning Bid: \$36,191.60

Bidder No: LKV400

General Information:

Sale Date: 2024-06-25

Sale Time: 11:08:27 AM File No: 24-01619-SM-AL

Foreclosure Attorney Firm: Tiffany & Bosco, P.A.

Property Address:

Address: 1557 NAPOLEON DR

City: ALABASTER

State: AL

Zip: 35007

County: Shelby

Form 8300:

Yes

No

Owner Information

Buyer/Owner 1: Nelson Properties LLC

Email: jpnprop@aol.com

Cell Phone: (205) 914-0812

Address: 90 Heather Ridge Drive

City: Pelham

State: AL

Zip: 35124

Deed Mailing Address: Same as Owner

Same as Representative

Other: Nelson Properties LLC, 90 Heather Ridge Drive, Pelham AL 35124

Buyer Type:

Owner Occupied

Investor

Second Home

Representative Information

Name: John Nelson

Cell Phone: 2059140812

Email: jpnprop@aol.com

Relationship to Buyer:

Agent

Director/Officer

Manager/Member

Power of Attorney

Other

Vesting - Record Title As Shown: Nelson Properties LLC

Receipt of Funds:

Check No.	Financial Institution	Amount
605559	PNC Bank	\$5,000.00
Total Check Amount Received		\$5,000.00
No.	Financial Institution	Amount
-	Tiffany & Bosco	\$31,191.60
Total Wire Amount Received		\$31,191.60
Cash Received		\$0.00
Other Received		\$0.00
Total Received		\$36,191.60
		Recording Fee \$0.00
		Amount Required \$36,191.60
		Refund Amount \$0.00

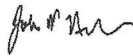
Refund Payable To:

Name: Nelson Properties LLC
Address: 90 Heather Ridge Drive
State: AL

Phone: (205) 914-0812
City: Pelham
Zip: 35124

The foreclosure attorney may rescind the sale due to requirements set out in federal laws or regulations, including anti-money laundering, anti-terrorism, anti-drug trafficking and economic sanctions laws and regulations. Federal law requires all financial institutions to obtain, verify, and record information that identifies parties to transactions. This means that when your bid is provisionally accepted, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents to comply with such rules and regulations. Your bid is subject to verification of your identity and that we are in compliance with these federal laws and regulations. Buyer's or Buyer's Representative's signature below indicates that the above information is true and correct, (ii) the sale was conducted subject to the terms, conditions, and disclaimers contained in the Auction Terms and Conditions, (iii) the auctioneer announced the terms, conditions, and disclaimers in the Auction Terms and Conditions prior to the sale. IMPORTANT NOTE: Buyer or Buyer's Representative understands and agrees the sale of this property is on an "AS IS, WHERE IS" basis, with no warranties express or implied as further described in the Auction Terms and Conditions. I/we acknowledge that I/we received a copy of this disclosure and agreed to the Auction Terms and Conditions pursuant to which the sale was conducted. At the time and date set forth above, the above-referenced property was sold to the above-named Buyer for the "Amount Required" shown above, said Amount Required being the highest bid for cash. The sale was conducted subject to the terms, conditions, and disclaimers announced before the sale. Buyer tendered payment as described above in satisfaction of the purchase price.

Signature of Buyer/Representative:



Date: 2024-06-25

Auctioneer Printed Name: Lansing Skidmore Signature:




Date: 2024-06-25

Auditor Printed Name: Kris Cinnamon Signature:



Date: 2024-06-25

	Report and Recommendations of the Alabaster Housing Abatement Board Alabaster, Alabama	CASE NUMBER: 24-0003-USU Zoned:
---	---	---------------------------------------

NOTICE OF ABATEMENT

Owner: Adam B & Melissa I Roper
 1019 Hwy 40
 Wilsonville, AL 35186

Property Description: 1557 Napoleon Dr
 PIN: 13 7 26 2 001 023.000

On the Alabaster Housing Abatement Board (AHAB), pursuant to Ala. Code § 11-53A-1, et seq., and Ordinance No. 06-007 determined that the structure cited herein is **UNSAFE** to the extent it creates a public nuisance and is to be **DEMOLISHED** no later than the 45 days from AHAB meeting, 2024.

RIGHT OF APPEAL: If you disagree with the decision of the Alabaster Housing Abatement Board you must sign and file a Notice of Appeal with **J. Mark Frey, City Clerk of the City of Alabaster Alabama at 1953 Municipal Way, Alabaster, Alabama 35007** no later than the 45 days from AHAB meeting, 2024. If you file a Notice of Appeal, you will be notified of the hearing before the **City Council of the City of Alabaster**.

If you fail to DEMOLISH this structure, or alternatively appeal the decision to the City Manager by the 45 days from AHAB meeting, 2024, the City Clerk will present the Abatement Board's recommendation to the City Council to demolish the structure pursuant to state law and assess the costs against your property.

NOTICE OF APPEAL: I hereby APPEAL the decision of the Alabaster Housing Abatement Board to the City Council of the City of Alabaster, Alabama.
 Date: _____ Signed: *John D. Roper*

Copies of this notice are to be POSTED within three feet of the main entrance to the building or structure, and served upon the owner of the property by personal service or certified mail as required by law.

Done this the 17th day of June, 2024.
Marie Jordan
 Marie Jordan, Chairman
 Alabaster Housing Abatement Board

ATTEST: *Brent Johns*
 Brent Johns, Building Official
 Engineering and Building Services



Building Official Report & Recommendation To the Alabaster Abatement Board

Date: May 31, 2024

Owner Name	Adam B & Melissa I Roper	Parcel ID	13 7 26 2 001 023.000
Owner Address	1019 Hwy 40 Wilsonville, AL 35186	Property Address:	1557 Napoleon Dr
		Date of Inspection	4/12/2024





**Building Official Report & Recommendation
To the Alabaster Abatement Board**



SEND TAX NOTICE TO:
Nelson Properties LLC
90 Heather Ridge Drive
Pelham AL 35124

20240703000202410
07/03/2024 12:48:56 PM
FCDEEDS 1/4

STATE OF ALABAMA)
SHELBY COUNTY)

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, heretofore, on to wit, September 13, 2004, Adam B Roper and Melissa I Roper, Husband and Wife, executed that certain mortgage on real property hereinafter described to Mutual Savings Credit Union, which said mortgage was recorded in Instrument No. 20040927000534050 in the Office of the Judge of Probate of Shelby County, Alabama; said mortgage subsequently transferred and assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing by instrument recorded in Instrument No. 20230921000282870 in the aforesaid Probate Office Transferee and

WHEREAS, in and by said mortgage, the Transferee was authorized and empowered in case of default in the payment of the indebtedness secured thereby, according to the terms thereof, to sell said property before the Courthouse door in the City of Columbiana, Shelby, County Alabama, after giving notice of the time, place, and terms of said sale in some newspaper published in said County by publication once a week for three (3) consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the Transferee or any person conducting said sale for the Transferee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the Transferee may bid at the sale and purchase said property if the highest bidder thereof; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said NewRez LLC d/b/a Shellpoint Mortgage Servicing did declare all of the indebtedness secured by said mortgage, subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of April 14, 2024, April 21, 2024 and April 28, 2024; and

WHEREAS, on June 25, 2024, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly conducted, and NewRez LLC d/b/a Shellpoint Mortgage Servicing did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Shelby County, Alabama, the property hereinafter described; and

WHEREAS, Nelson Properties LLC was the highest bidder and best bidder in the amount of Thirty-Six Thousand One Hundred Ninety-One And 60/100 Dollars (\$36,191.60) on the indebtedness secured by said mortgage, the said NewRez LLC d/b/a Shellpoint Mortgage Servicing, by and through Tiffany & Bosco, P.A., as attorney for said Transferee, does hereby remise, release, quit claim and convey unto Nelson Properties LLC all of its right, title, and interest in and to the following described property situated in Shelby, County, Alabama, to-wit:

Lot 16, according to they survey of Kingwood, as recorded in Map Book 6, Page 40, in the Probate Office of Shelby County, Alabama; Being situated in Shelby County, Alabama.

Also: A parcel of land in the Southeast Quarter of the Northwest Quarter of Section 26, Township 20 South, Range 3 West, Shelby County, Alabama; Described as follows: Begin at the Northeast corner of Lot 16 of Kingwood as recorded in Map Book 6, Page 40 in the Office of the Judge of Probate of Shelby County, Alabama; Thence run Southwest along the Northwest line of said Lot 16 a distance of 143.71 feet to an iron pin; Thence turn left 00 degrees 15 minutes 50 seconds and run Southwest along the Northwest line of Lot 15 of Kingwood 157.52 feet to an iron pin on the West quarter-quarter line; Thence turn right 132 degrees 39 minutes 06 seconds and run North along said quarter-quarter line 527.27 feet to an iron pin; Thence turn right 91 degrees 28 minutes 00 seconds and run East 83.63 feet to an iron pin on the Westerly Right of Way of an Alabama Power Company Right of Way; Thence turn right 65 degrees 14 minutes 42 seconds and run Southeast along said Right of Way 350.05 feet to the Point of Beginning. Situated in Shelby County, Alabama.

The property is being conveyed herein on an "as is, where is" basis subject to any easements, encumbrances, and exceptions reflected in the mortgage and those contained in the records of the Office of the Judge of Probate of the county where the above described property is situated; and furthermore, this property is being conveyed without warranty or recourse, express or implied, as to title, use and/or enjoyment and will be subject to the right of redemption of all parties entitled thereto; and by accepting this deed, Grantee releases any and all claims whatsoever against the law firm representing the Grantor hereunder and the auctioneer conducting said foreclosure sale; and furthermore, this conveyance is subject to being declared null and void in the event that the owner or a party claiming through the owner has filed a bankruptcy prior to the date of this foreclosure sale.

TO HAVE AND TO HOLD the above described property unto Nelson Properties LLC, forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama; and also subject to all recorded mortgages, encumbrances, recorded or unrecorded easements, liens, taxes, assessments, rights-of-way, and other matters of record in the aforesaid Probate Office.

IN WITNESS WHEREOF, NewRez LLC d/b/a Shellpoint Mortgage Servicing, has caused this instrument to be executed by and through Tiffany & Bosco, P.A., as attorney for said Transferee and said Tiffany & Bosco, P.A., as said attorney, has hereto set its hand and seal on this 2nd day of

July, 2024

NewRez LLC d/b/a Shellpoint Mortgage Servicing

By: Tiffany & Bosco, P.A.
Its: Attorney

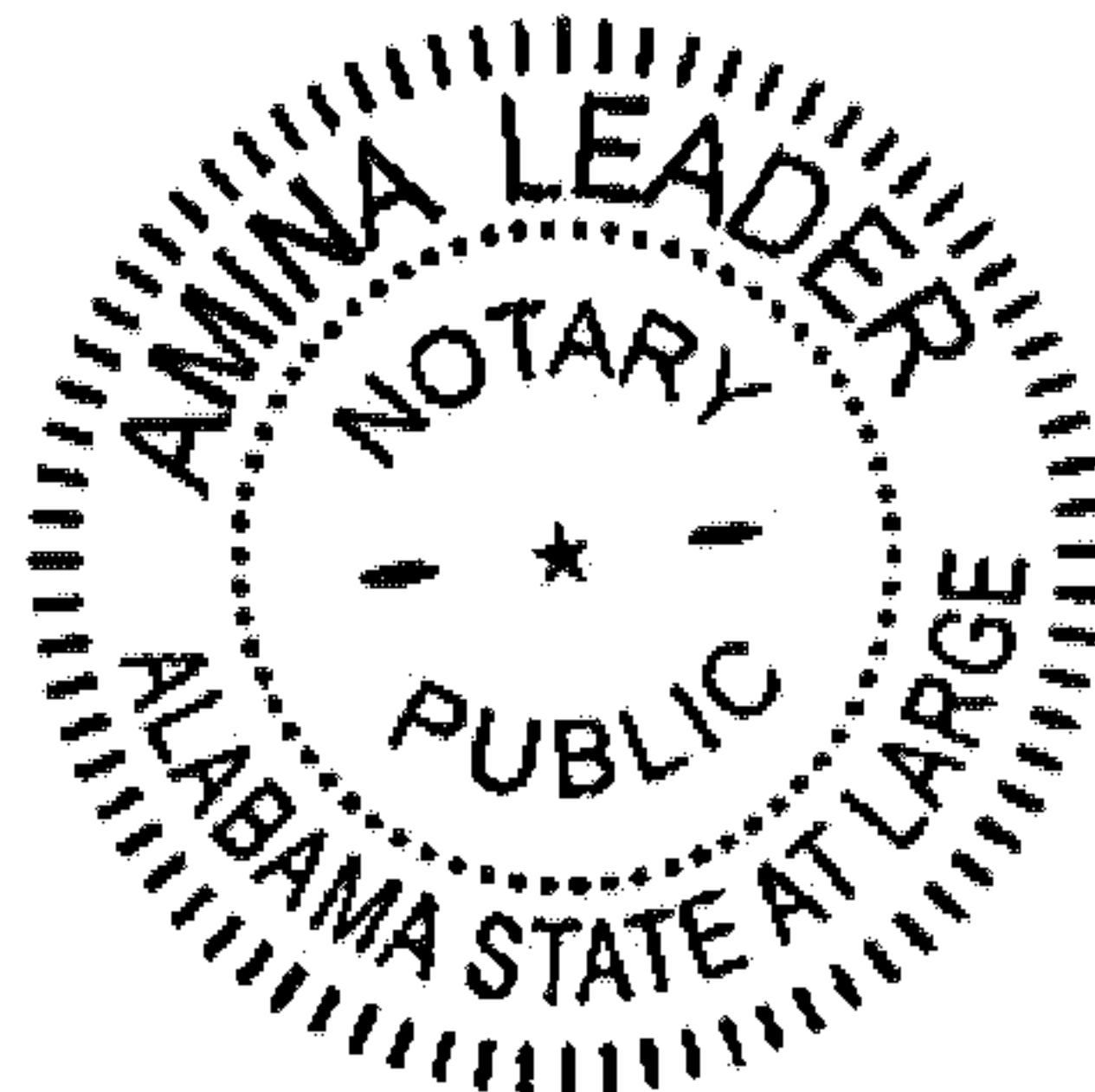
By: Enslin Crowe
Enslin Crowe, Esq.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Enslin Crowe, whose name as attorney of Tiffany & Bosco, P.A., a professional association, acting in its capacity as attorney for NewRez LLC d/b/a Shellpoint Mortgage Servicing, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of said conveyance, he/she, as such attorney and with full authority, executed the same voluntarily for and as the act of said professional association, acting in its capacity as attorney for said Transferee.

Given under my hand and official seal on this 2nd day of July, 2024

Amina Leader
Notary Public
My Commission Expires: 02/16/2027



This instrument prepared by:
Enslin Crowe, Esq.
TIFFANY & BOSCO, P.A.
2501 20th Place South
Suite 300
Homewood, Alabama 35223
TB File No.: 24-01619-SM-AL

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Adam B Roper Melissa I Roper NewRez LLC d/b/a Shellpoint Mortgage Servicing	Grantee's Name	Nelson Properties LLC
----------------	--	----------------	-----------------------

Mailing Address	c/o Shellpoint Mortgage Servicing 75 Beattie Place Greenville, SC 29601	Mailing Address	90 Heather Ridge Drive Pelham, AL 35124
-----------------	--	-----------------	--

Property Address	<u>1557 Napoleon Dr, Alabaster, AL 35007</u>	Date of Sale	<u>June 25, 2024</u>
		Total Purchase Price	<u>\$36,191.60</u>
		or	
		Actual Value	\$ _____
		or	
		Assessor's Market Value	\$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> <u>Other Foreclosure Bid Price</u>
<input type="checkbox"/> Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

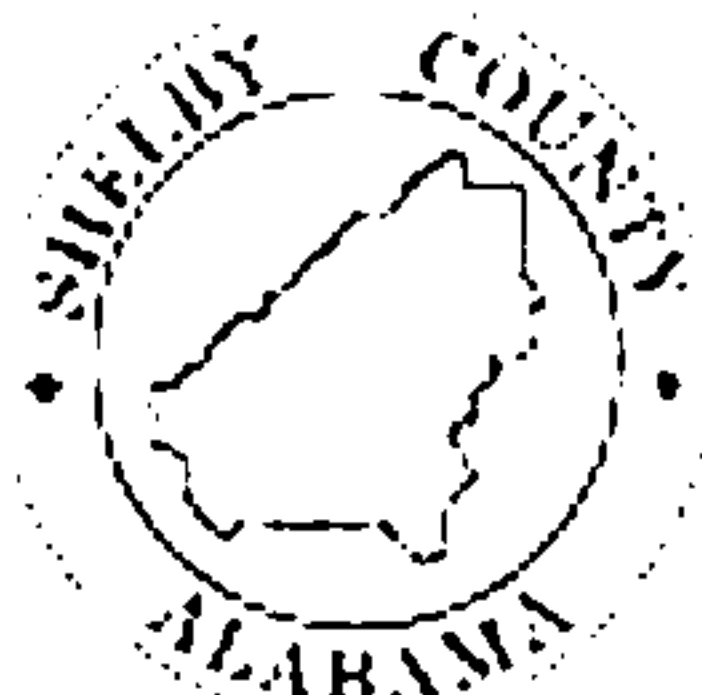
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 7/1/2024

Print P. Andrew Benfield

Unattested _____
(verified by)

Sign [Signature]
(Grantor / Grantee / Owner / Agent) circle one



Filed and Recorded
Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/03/2024 12:48:56 PM
 \$71.50 PAYGE
 20240703000202410

Alvin S. Boyd

Having previously been introduced at the July 8, 2024 Council Meeting with a Public Hearing being held on July 22, 2024, Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.

Item #3.



RESOLUTION 072224-C

A RESOLUTION AFFIRMING RECOMMENDATION FROM THE ALABASTER MUNICIPAL HOUSING CODE ABATEMENT BOARD TO DEMOLISH A STRUCTURE AT 70 MAYLENE LN

WHEREAS, the Mayor and City Council wish to provide for the general welfare of City residents pursuant to provisions of the Code of Alabaster, Article III Unsafe Buildings Sec. 105-47, and

WHEREAS, it is the desire of the Mayor and City Council of the City of Alabaster to provide the citizens with the most efficient and effective means of completing the requirements of Article III Sec. 105-47, and

WHEREAS, after careful consideration, the Alabaster Municipal Housing Code Abatement Board has recommended the demolition of a structure located at **70 Maylene Lane / PIN 23 5 21 0 001 013.000** in line with provisions of aforementioned Ordinance and 11-53A-1 of the Code of Alabama, 1975, and

WHEREAS, the building official and board chair do affirm the property owner was provided the requirements under the law, and

WHEREAS, notice of hearing before the Alabaster City Council was published as required by law.

WHEREAS, after careful consideration of the information provided by the Alabaster Housing Abatement Board and the public comments, if any, this structure is deemed unsafe and in need of demolition.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The structure located at 70 Maylene Lane, Alabaster, Alabama is hereby found to be unsafe to the extent that it has become a public nuisance and is ordered to be demolished;
2. That at the conclusion of thirty (30) days the City Council of the City of Alabaster directs City Administration, under direction of the Mayor, to take subsequent necessary and legal steps, up to and including demolition of the structure and assessment of the costs therefore necessary to complete the process.
3. The City Council also directs Mayor Scott Brakefield, to execute all documentation necessary to complete this transaction and City Clerk Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



Building Official Report & Recommendation To the Alabaster Abatement Board

Date: April 25, 2024

Owner Name	Gregory Scott Williford	Parcel ID	23 5 16 0 001 049.000
Owner Address	237 Quail Ridge Rd Helena, AL 35080	Property Address:	70 Maylene Dr
		Date of Inspection	4/12/2023





**Building Official Report & Recommendation
To the Alabaster Abatement Board**





**Building Official Report & Recommendation
To the Alabaster Abatement Board**



Having previously been introduced at the July 8, 2024 Council Meeting with a Public Hearing being held on July 22, 2024, Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.

Item #4.



RESOLUTION 072224-D

A RESOLUTION AFFIRMING RECOMMENDATION FROM THE ALABASTER MUNICIPAL HOUSING CODE ABATEMENT BOARD TO DEMOLISH A STRUCTURE AT 612 9TH AVE SW

WHEREAS, the Mayor and City Council wish to provide for the general welfare of City residents pursuant to provisions of the Code of Alabaster, Article III Unsafe Buildings Sec. 105-47, and

WHEREAS, it is the desire of the Mayor and City Council of the City of Alabaster to provide the citizens with the most efficient and effective means of completing the requirements of Article III Sec. 105-47, and

WHEREAS, after careful consideration, the Alabaster Municipal Housing Code Abatement Board has recommended the demolition of a structure located at **612 9th Ave SW / PIN 23 1 02 3 001 007.000** in line with provisions of aforementioned Ordinance and 11-53A-1 of the Code of Alabama, 1975, and

WHEREAS, the building official and board chair do affirm the property owner was provided the requirements under the law, and

WHEREAS, notice of hearing before the Alabaster City Council was published as required by law.

WHEREAS, after careful consideration of the information provided by the Alabaster Housing Abatement Board and the public comments, if any, this structure is deemed unsafe and in need of demolition.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The structure located at 612 9th Ave SW, Alabaster, Alabama is hereby found to be unsafe to the extent that it has become a public nuisance and is ordered to be demolished;
2. That at the conclusion of thirty (30) days the City Council of the City of Alabaster directs City Administration, under direction of the Mayor, to take subsequent necessary and legal steps, up to and including demolition of the structure and assessment of the costs therefore necessary to complete the process.
3. The City Council also directs Mayor Scott Brakefield, to execute all documentation necessary to complete this transaction and City Clerk Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



Building Official Report & Recommendation To the Alabaster Abatement Board

Date: May 30, 2024

Owner Name	Dorothy Looman Williams	Parcel ID	23 1 02 3 001 007.000
Owner Address	PO Box 31 Alabaster, AL 35007	Property Address:	612 9th Ave SW
		Date of Inspection	4/19/2024





**Building Official Report & Recommendation
To the Alabaster Abatement Board**



From: [DOROTHY LOOMAN](#)
To: [Mark Frey](#)
Subject: House at 612 9th Avenue SW
Date: Tuesday, July 2, 2024 2:16:17 PM

I would like to file a Notice of Appeal. Please let me know what I need to do to take care of this. You can call me if you need to @ 205-281-5278.

Thanks, Dorothy Looman Williams
Sent from my iPhone

Having previously been introduced at the **July 22, 2024** Council Meeting with a Public Hearing being held on **August 12, 2024**, Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.

Item #5.



RESOLUTION 081224

A RESOLUTION AFFIRMING RECOMMENDATION FROM THE ALABASTER MUNICIPAL HOUSING CODE ABATEMENT BOARD TO DEMOLISH A STRUCTURE AT 377 SIMMSVILLE RD

WHEREAS, the Mayor and City Council wish to provide for the general welfare of City residents pursuant to provisions of the Code of Alabaster, Article III Unsafe Buildings Sec. 105-47, and

WHEREAS, it is the desire of the Mayor and City Council of the City of Alabaster to provide the citizens with the most efficient and effective means of completing the requirements of Article III Sec. 105-47, and

WHEREAS, after careful consideration, the Alabaster Municipal Housing Code Abatement Board has recommended the demolition of a structure located at **377 Simmsville Rd, PARCEL # PIN 23 1 01 2 002 026.000** in line with provisions of aforementioned Ordinance and 11-53A-1 of the Code of Alabama, 1975, and

WHEREAS, the building official and board chair do affirm the property owner was provided the requirements under the law, and

WHEREAS, notice of hearing before the Alabaster City Council was published as required by law.

WHEREAS, after careful consideration of the information provided by the Alabaster Housing Abatement Board and the public comments, if any, this structure is deemed unsafe and in need of demolition.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The structure located at 377 Simmsville Rd, Alabaster, Alabama is hereby found to be unsafe to the extent that it has become a public nuisance and is ordered to be demolished;
2. That at the conclusion of thirty (30) days the City Council of the City of Alabaster directs City Administration, under direction of the Mayor, to take subsequent necessary and legal steps, up to and including demolition of the structure and assessment of the costs therefore necessary to complete the process.
3. The City Council also directs Mayor Scott Brakefield, to execute all documentation necessary to complete this transaction and City Clerk Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 12TH DAY OF AUGUST 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____



RESOLUTION 072224-E

A RESOLUTION TO ESTABLISH NEW BANK ACCOUNT FOR OPEN EMS TRANSPORT WITH CENTRAL STATE BANK AND CLOSING TWO OLD ACCOUNTS

WHEREAS, Sections 11-43-122 of the Alabama Code of 1975, as amended, provides for the Council to direct the place where public funds shall be deposited, and;

WHEREAS, City Administration requests the establishment of a new bank account for the collection of EMS transportation payments, and;

WHEREAS, City Administration requests the closure of two old bank account that are no longer in use, including the GF Money Market Account ending in 2583 and the Sewer Capital Projects Account ending in 4905.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City Council of the City of Alabaster, Alabama, herein directs City Administration, under direction of the Mayor Scott Brakefield, to take subsequent steps necessary to complete the process establishing a new bank account for the collection of EMS transportation payments and closure of the GF Money Market Account and Sewer Capital Projects Account.
2. The City Council also directs City Clerk, Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By:

Council Meeting Date: July 22, 2024

Agenda Item Description: New bank account with Central State Bank for the collection of EMS transportation payments.

Agenda Item Requestor: John Haggard

Summary/Background:

Request for the City Council to pass a resolution authorizing the City's Finance Director to open a new bank account with Central State Bank for the collection of EMS transportation payments. Central State Bank requires a resolution of the City Council to open any new accounts.

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____

Item #7.



RESOLUTION 072224-F

A RESOLUTION AUTHORIZING SUPPLEMENT NO. 2 WITH GOODWYN & MILLS & CAWOOD, INC FOR PROFESSIONAL SERVICES AGREEMENT RELATING TO HWY 119 EXPANSION PROJECT – ALDOT PROJECT NO. STPBH-0119(510)

WHEREAS, the City Council originally approved a Professional Services Agreement with Goodwyn, Mills, & Cawood, Inc. on April 17, 2017 (Resolution 041717-B) for certain engineering services for the Hwy 119 Expansion Project; and,

WHEREAS, it is necessary to amend the original agreement to preform additional work related to preparations to Phase II Plans; and,

WHEREAS, Goodwyn, Mills & Cawood, Inc., has proposed to perform such services as set forth in Supplement 2 to include the following:

• Corridor Study work	\$9,155.00
• Field Survey work	\$30,007.00
• <u>Roadway Plan Design work</u>	<u>\$134,614.00</u>
Total	\$173,776.00

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Alabaster, Alabama:

1. The Mayor and City Clerk are hereby authorized to execute and attest the Agreement with Goodwyn, Mills & Cawood, Inc. attached hereto as Exhibit A.
2. The Mayor is authorized to pay an additional fee of **\$173,776.00** for the services agreed to be performed in **Supplement 2** and charge such to the appropriate line items in the City budget.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

RESOLUTION ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

**SUPPLEMENTAL No. 2
TO ORIGINAL CONTRACT
For**

**ALDOT Project No. STPBH-0119(510)
Additional Lanes on Alabama State Highway 119 from North of Fulton Springs Road (County Road 26)
to South of Veterans Park
(Preliminary Engineering Funded by Birmingham Metropolitan Planning Organization Funding)**

THIS AGREEMENT made between GOODWYN, MILLS AND CAWOOD, INC., of Birmingham, Alabama, hereinafter referred to as "ENGINEER" and THE CITY OF ALABASTER hereinafter referred to as "OWNER", is amended as follows to include:

Additional Work related to Preparation of Phase II Plans.

hereinafter added to "the Project", and not having engaged other ENGINEERS for the work, wishes to employ the services of ENGINEER for the design and construction supervision of the improvements. The parties hereto agree as follows:

1. ENGINEER agrees to perform additional work in order to prepare the Phase 2 plans from Silver Creek Parkway to County Road 12, including the Multi-Use Path from Veterans Park to County Road 26. This work includes an update to the Environmental Document and performing additional Topographic Survey
2. **FEES AND PAYMENTS**

OWNER will pay ENGINEER an additional fee of \$173,776.00 for the additional plan preparation services; therefore, making the total revised Contract amount \$586,122.00.

IN TESTIMONY OF WHICH, ENGINEER has signed this Supplemental to the original Agreement and OWNER, by an appropriate motion adopted at a legally authorized meeting of its governing body held on the _____ day of _____, 20____, has authorized this agreement to be executed.

OWNER:

CITY OF ALABASTER, ALABAMA

By: _____
Honorable Scott Brakefield, Mayor

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: *Keith Strickland*
Keith Strickland, P.E., Project Manager

Attest:

City Clerk

Attest:

Karen Gallo

**SUPPLEMENTAL No. 2
TO ORIGINAL CONTRACT
For**

**ALDOT Project No. STPBH-0119(510)
Additional Lanes on Alabama State Highway 119 from North of Fulton Springs Road (County Road 26)
to South of Veterans Park
(Preliminary Engineering Funded by Birmingham Metropolitan Planning Organization Funding)**

THIS AGREEMENT made between GOODWYN, MILLS AND CAWOOD, INC., of Birmingham, Alabama, hereinafter referred to as "ENGINEER" and THE CITY OF ALABASTER hereinafter referred to as "OWNER", is amended as follows to include:

Additional Work related to Preparation of Phase II Plans.

hereinafter added to "the Project", and not having engaged other ENGINEERS for the work, wishes to employ the services of ENGINEER for the design and construction supervision of the improvements. The parties hereto agree as follows:

1. ENGINEER agrees to perform additional work in order to prepare the Phase 2 plans from Silver Creek Parkway to County Road 12, including the Multi-Use Path from Veterans Park to County Road 26. This work includes an update to the Environmental Document and performing additional Topographic Survey

2. FEES AND PAYMENTS

OWNER will pay ENGINEER an additional fee of \$173,776.00 for the additional plan preparation services; therefore, making the total revised Contract amount \$586,122.00.

IN TESTIMONY OF WHICH, ENGINEER has signed this Supplemental to the original Agreement and OWNER, by an appropriate motion adopted at a legally authorized meeting of its governing body held on the _____ day of _____, 20____, has authorized this agreement to be executed.


OWNER:

ENGINEER:

CITY OF ALABASTER, ALABAMA

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Honorable Scott Brakefield, Mayor

By: 
Keith Strickland, P.E., Project Manager

Attest:

Attest:

City Clerk

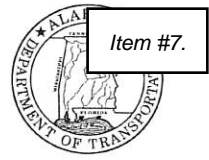




Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

Item #7.

March 20, 2024

Mr. Fred Hawkins, P.E.
Director of Engineering and Building Services
City of Alabaster
1953 Municipal Way
Alabaster, AL 35007

RE: Shelby County
Project No. STPBH-0119()
Additional Lanes on SR-119 from Silver Creek
Parkway to CR-12 Including Multi-Use Path from
Veterans Park to CR-26, Phase 2

Dear Mr. Hawkins,

Reference is made to the supplemental negotiated man-day and fee proposal from Goodwyn, Mills and Cawood, to perform work on the above-referenced project.

The overhead rate and operating margin will be as previously approved by the Bureau of Finance and Audits, External Audit Section.

Attached is a copy of the supplemental man-day and fee proposal as submitted by the consultant. After consideration of the work involved in the request, for the Corridor Study work, the fees have been approved for \$9,155.00; for the Field Survey work, the fees have been approved for \$30,007.00; for the Roadway Plan Design work, the fees have been approved for \$134,614.00. Therefore, the maximum supplemental fee has been approved for \$173,776.00. We feel this fee amount is just and fair compensation for the required work.

The City of Alabaster may proceed to enter into an agreement with Goodwyn, Mills and Cawood, using the aforementioned fee.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: Gary S. Smith
Gary S. Smith, P.E.
Asst. Region Engineer, Pre-Construction

DL/GSS/mrs
Attachment

Cc: Project File w/att.

Memo

To: City Council
From: John Haggard, Finance Director / Treasurer
Re: Supplement No. 2 – Hwy 119 Engineering
Date: July 18, 2024

The City Council is reviewing a proposal for supplement number 2 with GMC for engineering related to phase 2 of the Highway 119 widening. The contract amount is \$173,776.

This is a professional services contract and is not subject to bid law.

This is not currently budgeted. This amount will be added to the FY 2025 budget for the capital projects fund.

Thanks,

A handwritten signature in black ink that reads "John Haggard". The signature is written in a cursive, flowing style.

John Haggard, CPA, CGFM

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 072224-G

A RESOLUTION AGREEING TO MEMORANDUM OF UNDERSTANDING (MOU) WITH SHELBY COUNTY PARA GROUP FOR CONSTRUCTION LABOR AND MATERIALS ASSOCIATED WITH PICKLEBALL COURTS AT PATRIOT’S PARK

WHEREAS, the Mayor and City Council wish to partner with Shelby County to support and promote expansion of the family friendly outdoor facilities located at Patriot’s Park, and;

WHEREAS, the City will provide funds for the construction of said project, not to exceed \$20,279.64 for construction of pickleball courts; and

WHEREAS, City Administration has recommended entering into the attached memorandum of understanding with Shelby County PARA Group for the benefit of the general public.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City of Alabaster agrees to enter Memo of Understanding with Shelby County PARA Group.
2. The City Council of Alabaster, AL hereby agrees to be responsible for the project cost up to \$20,279.64.
3. That the Mayor and City Clerk are authorized and directed to execute and attest any related and necessary documents on behalf of the City for said agreement.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

STATE OF ALABAMA

SHELBY COUNTY

WITNESS this contract entered into this _____ day of July 2024, by and between **Shelby County Park & Recreational Authority (SCPARA)** hereinafter referred to as “SCPARA”, and the **City of Alabaster** referred to as “OWNER”. The SCPARA is a public corporation governed by the 1975 Code of Alabama Section 11-22-1 through 11-22-19. SCPARA is authorized to execute project agreements applicable to Alabama Code Section 11-22-8. This contract addresses the project known as: **Sitework – grading of site for the addition of three pickleball courts at Patriots Park**. The attached project plan and cost estimate shall govern the initial project.

WHEREAS, SCPARA and Owner are duly authorized legal entities operating under the laws of the State of Alabama:

WHEREAS, SCPARA and OWNER have agreed to the terms and considerations below and shall perform designated actions hereto described, and thereafter perform in consideration thereof, the provisions of this contract:

NOW, THEREFORE, in consideration of the above premises and considerations of mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant and contract as follows:

1. OWNER and SCPARA are independent entities and contracting entities and none of their agents, servants or employees shall be deemed to be under control of the non-employing entity nor in any way shall any of its agents, servants or employees or other persons, firms, or corporations conducting business for the OWNER or parties herein be deemed to be employees or agents, servants or employees of SCPARA. The two parties recognize and agree that they are solely responsible for the actions of their respective employees and directly responsible for any claims made by any person, firm or corporation for injury to property or person arising directly or indirectly out of any activity applicable to this contract or project. OWNER is responsible owner of the project site.
2. OWNER AND SCPARA recognize that Shelby County may provide in-kind services or support to assist the parties in the management of the project and perform project engineering or related services through the Shelby County Department of Development Services or Shelby County Facilities & General Services. The services provided are in direct support of the development of recreational facilities within the County.
3. OWNER and SCPARA hereby contract for the construction of the improvements as illustrated on the two attachments hereto made a part of this contract. OWNER shall provide project funds totaling **\$20,279.64** to SCPARA. SCPARA will invoice the OWNER.

- a. OWNER shall notify SCPARA in writing should it discover areas requiring the attention of SCPARA personnel. OWNER personnel will not request verbal project changes, modifications or directives in the field. All requests will be in writing and either approved or denied in writing by both parties.
- b. OWNER shall make payment of the above construction funds to SCPARA within thirty days of the invoice date.
- 4. No employees of SCPARA or the OWNER will be carried as an insured on any policy of the non-employing entity.
- 5. SCPARA and OWNER shall be responsible for all filing and accounting responsibilities for its public corporation and its employees, including but not limited to Social Security and any federal and state tax reporting or responsibilities.
- 6. In the event that either party shall in any manner fail to comply with any provisions or requirements of this agreement, such failure will constitute a default and unless corrected by the party within thirty (30) days following receipt of written notice from the other party of such default, shall be deemed a breach of this agreement and the party shall have the right to terminate this agreement by giving ten (10) days written notice of such termination. OWNER will be responsible for the reimbursement or payment of the funds associated with this contract for services rendered up to the date of termination.
- 7. SCPARA and OWNER shall comply with regulations and rules applicable to State of Alabama public and governmental entities.

IN WITNESS WHEREOF, SCPARA and the OWNER have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

SHELBY COUNTY PARK &
RECREATION AUTHORITY

Alex Dudchock, General Manager

ATTEST:

CITY OF ALABASTER

By (Print) _____

Project scope and cost Estimate

EXHIBIT A



RESOLUTION 072224-H

A RESOLUTION TO ENTER AGREEMENT WITH C&W CONCRETE CONSTRUCTION, INC. RELATING TO ADDITIONAL PICKLEBALL COURTS FOR PATRIOT PARK

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an agreement with C&W Concrete Construction, Inc. for concrete work for the additional Pickleball Courts at Patriots Park Project; and

WHEREAS, project will include labor and material for concrete for three pickleball courts at Patriots Park; and

WHEREAS, said agreement with **C&W Concrete Construction, Inc.** will not require bidding due to being below the public works bid threshold at a cost of **\$44,715.00**.

BE IT RESOLVED that the City Council of the City of Alabaster hereby authorizes Scott Brakefield, Mayor of the City of Alabaster to sign and Mark Frey, City Clerk, to attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

PUBLIC WORKS CONTRACT
For Projects Under \$100,000

CITY OF ALABASTER and C & W CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT, entered into as of this ____ day of July 2024 between the CITY OF ALABASTER (herein called the CITY) and C & W CONCRETE CONSTRUCTION, INC. (herein called the CONTRACTOR). Agreement concerns labor and material for concrete slabs and sidewalk for three pickleball courts at Patriots Park as described in the attached price quote (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to render technical, professional and construction services, hereinafter described in connection with the PROJECT as requested by the CITY officials.

NOW, THEREFORE, the CITY and the CONTRACTOR do mutually agree as follows:

Section 1. CONTRACTOR

The CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the operations and maintenance services hereinafter set forth, within this agreement and the accompanying plans for the CITY, in a proper manner as determined by the CITY. CONTRACTOR must supply to the CITY the documents listed below and any others as required by the State of Alabama Bid Law prior to commencing work:

- A) Certificate of Insurance (with unconditional cancellation clause)
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the CITY it will execute and file and take such action as is deemed by the CITY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

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

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed ten (10) working days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CITY agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the CITY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed as follows:

(1) CITY: City of Alabaster
 Scott Brakefield, Mayor
 1953 Municipal Way
 Alabaster, AL 35007
 Telephone: 205-378-4057

(2) CONTRACTOR: C & W Concrete Construction, Inc.
 Cary White
 951 Island Street
 Montevallo, AL 35115
 Telephone: 205-296-8113

f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the CITY. Work will be performed by the CONTRACTOR under the direct supervision of the County Engineer of the CITY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the County Engineer, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the County Engineer, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the CITY. The decision of the CITY Engineer upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

g) Attachment A is hereby made part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by CITY, the CITY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract in the amount of forty-four thousand seven hundred fifteen dollars and no cents (\$44,715.00) as specified in the specifications and bid documents. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by CITY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by CITY. If the amount due by CITY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from CITY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by CITY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to CITY's satisfaction. The CONTRACTOR immediately after the completion of the contract give notice in writing to the CITY. Upon completion and acceptance by CITY of the work, final settlement will be made as the same is due.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY CITY TO FULFILL CITY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

X The funds to be utilized by CITY to fulfill its obligation under this contract are funds which are held by CITY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by CITY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until CITY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the CITY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the CITY.* The CITY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the CITY, become its property. If the Contract is terminated by the CITY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The CITY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Contract shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY for examination all of its records with respect to matters covered by this Contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.

(j) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the CITY the CONTRACTOR shall furnish additional services which are not considered an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be

negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONTRACTOR, and written authorization from the CITY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of The CITY, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing The CITY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by The CITY as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that The CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of The CITY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits The CITY provides for its own employees. It is further understood and agreed that The CITY does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 11. Indemnification and Liability

The CITY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and Contractor assumes full and complete responsibility therefore. Contractor shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this contract and the performance of all work herein provided for. CONTRACTOR shall further indemnify CITY and hold CITY safe and harmless from any and all liability, lawsuits, judgments, attorney fees and other costs incurred by CITY in defending any claim or lawsuit made against CITY by any person, firm or corporation arising directly or indirectly out of any work performed by Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of CONTRACTOR related thereto.

Notwithstanding any Alabama law to the contrary, the CONTRACTOR hereby agrees to be responsible to any third parties for bodily injury, death or property damage related to the CONTRACTOR'S (1) failure to follow the plans and specifications, resulting in a dangerous condition, and/or (2) any latent defects which create a dangerous condition that is a result of the work of the CONTRACTOR, unless it is proven by preponderance of the evidence that the driver was driving under the influence of alcohol or drugs, texting or driving at 25 mph over the speed limit, as set out in Alabama Act #2023-316.

The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its employees, representatives, elected officials, and insurers, from and against any and all claims, actions, damages, liability, costs, and expenses including, but not limited to attorneys' fees, for any and all claims of bodily injury, death, or property damage related to the CONTRACTOR'S failure or alleged failure to follow the plans and specifications of the project or for any latent defect or alleged latent defect creating a dangerous condition that is a result of the work of the CONTRACTOR.

CONTRACTOR shall procure and maintain at all times Workmen's Compensation Insurance as required by Alabama law on all its employees working on this PROJECT.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

Date

CITY OF ALABASTER

By: Scott Brakefield, Mayor

Date
C & W CONCRETE CONSTRUCTION, INC.

ATTEST:

Date

By: _____

Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

- 1) Work must be coordinated with the CITY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price quote dated July 2, 2024 is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by CITY. A "Certificate of Insurance" shall be furnished to CITY and shall specify that such insurance is not subject to cancellation without prior written notice to CITY of at least thirty (30) days. Please request the additional insured to read: City of Alabaster, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to CITY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to CITY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by City of Alabaster and return the same to City of Alabaster. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as City of Alabaster may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of City of Alabaster and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by City of Alabaster. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City of Alabaster from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide CITY proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.
- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 10) If work being performed interferes with normal operations of the facility or site, the work shall be scheduled after hours as necessary.

CITY OF ALABASTER and C & W CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT, entered into as of this ____ day of July 2024 between the CITY OF ALABASTER (herein called the CITY) and C & W CONCRETE CONSTRUCTION, INC. (herein called the CONTRACTOR). Agreement concerns labor and material for concrete slabs and sidewalk for three pickleball courts at Patriots Park as described in the attached price quote (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to render technical, professional and construction services, hereinafter described in connection with the PROJECT as requested by the CITY officials.

NOW, THEREFORE, the CITY and the CONTRACTOR do mutually agree as follows:

Section 1. CONTRACTOR

The CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the operations and maintenance services hereinafter set forth, within this agreement and the accompanying plans for the CITY, in a proper manner as determined by the CITY. CONTRACTOR must supply to the CITY the documents listed below and any others as required by the State of Alabama Bid Law prior to commencing work:

- A) Certificate of Insurance (with unconditional cancellation clause)
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the CITY it will execute and file and take such action as is deemed by the CITY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

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

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed ten (10) working days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CITY agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the CITY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed as follows:

- | | |
|-----------------|---|
| (1) CITY: | City of Alabaster
Scott Brakefield, Mayor
1953 Municipal Way
Alabaster, AL 35007
Telephone: 205-378-4057 |
| (2) CONTRACTOR: | C & W Concrete Construction, Inc.
Cary White
951 Island Street
Montevallo, AL 35115
Telephone: 205-296-8113 |

f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the CITY. Work will be performed by the CONTRACTOR under the direct supervision of the County Engineer of the CITY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the County Engineer, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the County Engineer, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the CITY. The decision of the CITY Engineer upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

g) Attachment A is hereby made part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by CITY, the CITY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract in the amount of forty-four thousand seven hundred fifteen dollars and no cents (\$44,715.00) as specified in the specifications and bid documents. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by CITY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by CITY. If the amount due by CITY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from CITY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by CITY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to CITY's satisfaction. The CONTRACTOR immediately after the completion of the contract give notice in writing to the CITY. Upon completion and acceptance by CITY of the work, final settlement will be made as the same is due.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY CITY TO FULFILL CITY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

X The funds to be utilized by CITY to fulfill its obligation under this contract are funds which are held by CITY at the time of the execution of this contract or will become available at a date following the execution of the contract.

_____ The source of funds to be utilized by CITY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until CITY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the CITY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the CITY.* The CITY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the CITY, become its property. If the Contract is terminated by the CITY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The CITY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Contract shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY for examination all of its records with respect to matters covered by this Contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.

(j) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the CITY the CONTRACTOR shall furnish additional services which are not considered an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONTRACTOR, and written authorization from the CITY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of The CITY, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing The CITY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by The CITY as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that The CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of The CITY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits The CITY provides for its own employees. It is further understood and agreed that The CITY does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 11. Indemnification and Liability

The CITY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and Contractor assumes full and complete responsibility therefore. Contractor shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this contract and the

performance of all work herein provided for. CONTRACTOR shall further indemnify CITY and hold CITY safe and harmless from any and all liability, lawsuits, judgments, attorney fees and other costs incurred by CITY in defending any claim or lawsuit made against CITY by any person, firm or corporation arising directly or indirectly out of any work performed by Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of CONTRACTOR related thereto.

Notwithstanding any Alabama law to the contrary, the CONTRACTOR hereby agrees to be responsible to any third parties for bodily injury, death or property damage related to the CONTRACTOR'S (1) failure to follow the plans and specifications, resulting in a dangerous condition, and/or (2) any latent defects which create a dangerous condition that is a result of the work of the CONTRACTOR, unless it is proven by preponderance of the evidence that the driver was driving under the influence of alcohol or drugs, texting or driving at 25 mph over the speed limit, as set out in Alabama Act #2023-316.

The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its employees, representatives, elected officials, and insurers, from and against any and all claims, actions, damages, liability, costs, and expenses including, but not limited to attorneys' fees, for any and all claims of bodily injury, death, or property damage related to the CONTRACTOR'S failure or alleged failure to follow the plans and specifications of the project or for any latent defect or alleged latent defect creating a dangerous condition that is a result of the work of the CONTRACTOR.

CONTRACTOR shall procure and maintain at all times Workmen's Compensation Insurance as required by Alabama law on all its employees working on this PROJECT.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF ALABASTER

Date

By: Scott Brakefield, Mayor

Date

ATTEST:

C & W CONCRETE CONSTRUCTION, INC.

Date

By: _____

Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

Item #9.

- 1) Work must be coordinated with the CITY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price quote dated July 2, 2024 is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by CITY. A "Certificate of Insurance" shall be furnished to CITY and shall specify that such insurance is not subject to cancellation without prior written notice to CITY of at least thirty (30) days. Please request the additional insured to read: City of Alabaster, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to CITY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to CITY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by City of Alabaster and return the same to City of Alabaster. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as City of Alabaster may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially

similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of City of Alabaster and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by City of Alabaster. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City of Alabaster from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide CITY proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 10) If work being performed interferes with normal operations of the facility or site, the work shall be scheduled after hours as necessary.



RESOLUTION 072224-I

A RESOLUTION TO ENTER AGREEMENT WITH S&G WALDROP ELECTRIC INC RELATING TO PATRIOT PARK PICKLEBALL ADDTION LIGHTING

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an agreement with S&G Waldrop Electric, Inc for electrical work for the additional Pickleball Courts at Patriots Park Project; and

WHEREAS, project will include the following:

- Relocation of pavilion feeder
- Adding 3 new Musco poles (provided by others)
- Run circuits to new Musco poles
- Run control wiring to push buttons for controls

WHEREAS, said agreement with **S&G Waldrop Electric, Inc** will not require bidding due to being below the public works bid threshold at a cost of **\$36,000.00**.

BE IT RESOLVED that the City Council of the City of Alabaster hereby authorizes Scott Brakefield, Mayor of the City of Alabaster to sign and Mark Frey, City Clerk, to attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

S&G Waldrop Electric Inc.
1506 2nd Avenue North
Bessemer, Al 35020
State General Contractors License #24984

Phone: 205-426-4168
Fax: 205-426-9941

Bid Proposal

DATE: 7/9/2024
TO: Shelby County
JOB: 86088 Patriot Park Pickleball Addition

We hereby submit specifications and estimates for:

Relocate pavilion feeder
Add 3 new Musco poles (provided by others)
Run circuits to new Musco poles
Run control wiring to push buttons for controls.

**See Attached rock policy*

The total price for this bid is: \$36,000.00

Matt Waldrop
S&G Waldrop Electric, Inc.
Estimator

S&G WALDROP ELECTRIC, INC.

S&G WALDROP ELECTRIC, INC. ROCK POLICY

This policy is a national standard in underground utility work and will be made a part of all contracts involving excavation by S&G Waldrop Electric, Inc.

ROCK POLICY:

Should rock and/or obstruction excavations become necessary, it will be performed on a time and material or prior agreed volume basis.

Rock and/or obstruction is defined as any material which cannot be drilled, trenched, or dug with conventional earth auger, standard earth trencher, or standard backhoe bucket with earth teeth. Any material which requires the use of special rock augers, chains, teeth, blasting, air tools, and/or other methods of hand excavation.

For purpose of payment, all earth seams, rock fragments, and voids in the rock excavation area will be considered rock for the full volume of a drilled shaft from initial contact with rock.

Due to the absence of any available soils information, we have assumed drilling in stable, dry, cohesive earth which will remain open without temporary casings. If temporary casing or pumping is required due to cavernous material or water, there will be an additional charge.

Qualifying rock is not addressed until owners' representative has been notified of its present and has the opportunity to visit the site and acknowledge necessity for removal.

This policy will be made part of any contract or sub-contract where excavation is required of S&G Waldrop Electric, Inc.

S&G Waldrop Electric, Inc.
1506 2nd Avenue North
Bessemer, Alabama 35020
Phone 205-426-4168
Fax 205-426-9941



RESOLUTION 072224-J

A RESOLUTION TO ENTER AGREEMENT WITH METRO FENCE RELATING TO ADDITIONAL PICKLEBALL COURTS FOR PATRIOT PARK

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an agreement with Metro Fence for fence work for the additional Pickleball Courts at Patriots Park Project; and

WHEREAS, project will include labor and material for fencing for three pickleball courts at Patriots Park; and

WHEREAS, said agreement with **Metro Fence** will not require bidding due to being below the public works bid threshold at a cost of **\$14,936.00**.

BE IT RESOLVED that the City Council of the City of Alabaster hereby authorizes Scott Brakefield, Mayor of the City of Alabaster to sign and Mark Frey, City Clerk, to attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

PUBLIC WORKS CONTRACT
For Projects Under \$100,000

CITY OF ALABASTER and METRO FENCE

THIS AGREEMENT, entered into as of this ____ day of July 2024 between the CITY OF ALABASTER (herein called the CITY) and METRO FENCE (herein called the CONTRACTOR). Agreement concerns labor and material for fencing for three pickleball courts at Patriots Park as described in the attached price quote (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to render technical, professional and construction services, hereinafter described in connection with the PROJECT as requested by the CITY officials.

NOW, THEREFORE, the CITY and the CONTRACTOR do mutually agree as follows:

Section 1. CONTRACTOR

The CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the operations and maintenance services hereinafter set forth, within this agreement and the accompanying plans for the CITY, in a proper manner as determined by the CITY. CONTRACTOR must supply to the CITY the documents listed below and any others as required by the State of Alabama Bid Law prior to commencing work:

- A) Certificate of Insurance (with unconditional cancellation clause)
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the CITY it will execute and file and take such action as is deemed by the CITY to be necessary to verify the CONTRACTOR'S continuing compliance therewith.

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

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed ten (10) working days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner,

X The funds to be utilized by CITY to fulfill its obligation under this contract are funds which are held by CITY at the time of the execution of this contract or will become available at a date following the execution of the contract.

_____ The source of funds to be utilized by CITY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until CITY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the CITY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the CITY.* The CITY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the CITY, become its property. If the Contract is terminated by the CITY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The CITY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Contract shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the

relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY for examination all of its records with respect to matters covered by this Contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.

(j) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the CITY the CONTRACTOR shall furnish additional services which are not considered an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONTRACTOR, and written authorization from the CITY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of The CITY, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR

providing The CITY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by The CITY as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that The CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of The CITY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits The CITY provides for its own employees. It is further understood and agreed that The CITY does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 11. Indemnification and Liability

The CITY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and Contractor assumes full and complete responsibility therefore. Contractor shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this contract and the performance of all work herein provided for. CONTRACTOR shall further indemnify CITY and hold CITY safe and harmless from any and all liability, lawsuits, judgments, attorney fees and other costs incurred by CITY in defending any claim or lawsuit made against CITY by any person, firm or corporation arising directly or indirectly out of any work performed by Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of CONTRACTOR related thereto.

Notwithstanding any Alabama law to the contrary, the CONTRACTOR hereby agrees to be responsible to any third parties for bodily injury, death or property damage related to the CONTRACTOR'S (1) failure to follow the plans and specifications, resulting in a dangerous condition, and/or (2) any latent defects which create a dangerous condition that is a result of the work of the CONTRACTOR, unless it is proven by preponderance of the evidence that the driver was driving under the influence of alcohol or drugs, texting or driving at 25 mph over the speed limit, as set out in Alabama Act #2023-316.

The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its employees, representatives, elected officials, and insurers, from and against any and all claims, actions, damages, liability, costs, and expenses including, but not limited to attorneys' fees, for any and all claims of bodily injury, death, or property damage related to the CONTRACTOR'S failure or alleged failure to follow the plans and specifications of the project or for any latent defect or alleged latent defect creating a dangerous condition that is a result of the work of the CONTRACTOR.

CONTRACTOR shall procure and maintain at all times Workmen's Compensation Insurance as required by Alabama law on all its employees working on this PROJECT.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF ALABASTER

Date

By: Scott Brakefield, Mayor

_____ Date

ATTEST:

METRO FENCE

Date

By: _____

_____ Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

- 1) Work must be coordinated with the CITY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price quote dated July 2, 2024 is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by CITY. A "Certificate of Insurance" shall be furnished to CITY and shall specify that such insurance is not subject to cancellation without prior written notice to CITY of at least thirty (30) days. Please request the additional insured to read: City of Alabaster, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to CITY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to CITY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by City of Alabaster and return the same to City of Alabaster. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as City of Alabaster may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of City of Alabaster and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by City of Alabaster. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City of Alabaster from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide CITY proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.
- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 10) If work being performed interferes with normal operations of the facility or site, the work shall be scheduled after hours as necessary.

CITY OF ALABASTER and METRO FENCE

THIS AGREEMENT, entered into as of this ____ day of July 2024 between the CITY OF ALABASTER (herein called the CITY) and METRO FENCE (herein called the CONTRACTOR). Agreement concerns labor and material for fencing for three pickleball courts at Patriots Park as described in the attached price quote (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to render technical, professional and construction services, hereinafter described in connection with the PROJECT as requested by the CITY officials.

NOW, THEREFORE, the CITY and the CONTRACTOR do mutually agree as follows:

Section 1. CONTRACTOR

The CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the operations and maintenance services hereinafter set forth, within this agreement and the accompanying plans for the CITY, in a proper manner as determined by the CITY. CONTRACTOR must supply to the CITY the documents listed below and any others as required by the State of Alabama Bid Law prior to commencing work:

- A) Certificate of Insurance (with unconditional cancellation clause)
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the CITY it will execute and file and take such action as is deemed by the CITY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

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

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed ten (10) working days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CITY agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the CITY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed as follows:

(1) CITY: City of Alabaster
Scott Brakefield, Mayor
1953 Municipal Way
Alabaster, AL 35007
Telephone: 205-378-4057

(2) CONTRACTOR: Metro Fence
Jason Fisher, Owner
805 Pinewood Avenue
Hueytown, AL 35023
(205) 424-9400

f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the CITY. Work will be performed by the CONTRACTOR under the direct supervision of the County Engineer of the CITY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the County Engineer, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the County Engineer, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the CITY. The decision of the CITY Engineer upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

g) Attachment A is hereby made part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by CITY, the CITY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract in the amount of fourteen thousand nine hundred thirty-six dollars and no cents (\$14,936.00) as specified in the specifications and bid documents. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by CITY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by CITY. If the amount due by CITY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from CITY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by CITY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to CITY's satisfaction. The CONTRACTOR immediately after the completion of the contract give notice in writing to the CITY. Upon completion and acceptance by CITY of the work, final settlement will be made as the same is due.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY CITY TO FULFILL CITY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by CITY to fulfill its obligation under this contract are funds which are held by CITY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by CITY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until CITY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the CITY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the CITY.* The CITY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the CITY, become its property. If the Contract is terminated by the CITY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The CITY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Contract shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY for examination all of its records with respect to matters covered by this Contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.

(j) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the CITY the CONTRACTOR shall furnish additional services which are not considered an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONTRACTOR, and written authorization from the CITY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of The CITY, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing The CITY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by The CITY as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that The CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of The CITY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits The CITY provides for its own employees. It is further understood and agreed that The CITY does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 11. Indemnification and Liability

The CITY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and Contractor assumes full and complete responsibility therefore. Contractor shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this contract and the

performance of all work herein provided for. CONTRACTOR shall further indemnify CITY and hold CITY safe and harmless from any and all liability, lawsuits, judgments, attorney fees and other costs incurred by CITY in defending any claim or lawsuit made against CITY by any person, firm or corporation arising directly or indirectly out of any work performed by Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of CONTRACTOR related thereto.

Notwithstanding any Alabama law to the contrary, the CONTRACTOR hereby agrees to be responsible to any third parties for bodily injury, death or property damage related to the CONTRACTOR'S (1) failure to follow the plans and specifications, resulting in a dangerous condition, and/or (2) any latent defects which create a dangerous condition that is a result of the work of the CONTRACTOR, unless it is proven by preponderance of the evidence that the driver was driving under the influence of alcohol or drugs, texting or driving at 25 mph over the speed limit, as set out in Alabama Act #2023-316.

The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its employees, representatives, elected officials, and insurers, from and against any and all claims, actions, damages, liability, costs, and expenses including, but not limited to attorneys' fees, for any and all claims of bodily injury, death, or property damage related to the CONTRACTOR'S failure or alleged failure to follow the plans and specifications of the project or for any latent defect or alleged latent defect creating a dangerous condition that is a result of the work of the CONTRACTOR.

CONTRACTOR shall procure and maintain at all times Workmen's Compensation Insurance as required by Alabama law on all its employees working on this PROJECT.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF ALABASTER

Date

By: Scott Brakefield, Mayor

_____ Date

ATTEST:

METRO FENCE

Date

By: _____

_____ Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

Item #11.

- 1) Work must be coordinated with the CITY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price quote dated July 2, 2024 is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by CITY. A "Certificate of Insurance" shall be furnished to CITY and shall specify that such insurance is not subject to cancellation without prior written notice to CITY of at least thirty (30) days. Please request the additional insured to read: City of Alabaster, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to CITY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to CITY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by City of Alabaster and return the same to City of Alabaster. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as City of Alabaster may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially

similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of City of Alabaster and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by City of Alabaster. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City of Alabaster from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide CITY proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 10) If work being performed interferes with normal operations of the facility or site, the work shall be scheduled after hours as necessary.



RESOLUTION 072224-R

A RESOLUTION TO ENTER AGREEMENT WITH MUSCO SPORTS LIGHTING LLC. RELATING TO THE PATRIOTS PARK PICKLEBALL EXPANSION

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an agreement with Musco Sports Lighting LLC for lighting equipment for the Patriots Park Expansion Project; and

WHEREAS, the purpose of the project is to provide the City of Alabaster with advanced and energy efficient lighting for the new pickleball courts being constructed with the Patriots Park Expansion Project; and

WHEREAS, said agreement with **Musco Sports Lighting LLC** will not require bidding due to being purchased through the Sourcewell Purchasing Cooperative – Contract # 041123-MSL at a cost of **\$37,500.00**, with the following:

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles

System Description

- Factory aimed and assembled luminaries
- (3) Galvanized steel poles
- (3) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Corrosion protection

BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster to sign and Mark Frey, City Clerk, to attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

Patriot Park Pickleball Phase 2
Alabaster, AL
Date: June 28, 2024

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following: **Sourcewell Purchase – Contract Number: 041123-MSL**

Quotation Price – Materials Only Delivered to Job Site

Pickleball Courts 4-6\$ 37,500.00

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Pricing and lead times are effective for 30 days only.*

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles

System Description

- Factory aimed and assembled luminaries
- (3) Galvanized steel poles
- (3) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Corrosion protection

Control Systems and Warranty Services

- Utilizing the EXISTING Control-Link® control and monitoring system onsite
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Jimmy Jumper
Email: jimmy.jumper@musco.com

All purchase orders should note the following: **Sourcewell Purchase – Contract Number: 041123-MSL**

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.



Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2021 IBC, 115mph, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433
E-mail: jimmy.jumper@musco.com



RESOLUTION 072224-K

AUTHORIZING AN AGREEMENT WITH CMH ARCHITECTS FOR MASTERPLANNING SERVICES FOR COMMERCIAL PARCEL LOCATED AT HWY 119 AND THOMPSON ROAD

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an agreement with CMH Architects for evaluation of the condition of an existing facilities at the old Thompson High School property; and

WHEREAS, said agreement will include the following:

- Preparation of Sketch Master Plans
- Revisions of Sketch Site Plan/Master Plans
- Design Concept Sketches (OPTIONAL)
- Meetings with City and Development Team

Total \$11,500.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster to sign and Mark Frey, City Clerk, to attest and file all documentation necessary to enter into said contract, and to pay all amounts required thereunder.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor



1800 International Park Drive
Suite 300
Birmingham, AL 35243

205 / 969-2696
info@cmharch.com
cmharch.com

July 9, 2024

VIA EMAIL
bbinzer@cityofalabaster.com

Mr. Brian Binzer
City Administrator
City of Alabaster
1953 Municipal Way
Alabaster, AL 35007

RE / Masterplanning Services
Commercial Parcel
Hwy 119 and Thompson Road
Alabaster, AL 35007
CMH Proposal No. 1836.70

Dear Brian:

Per your request, we are pleased to provide you this proposal for masterplanning services as follows:

CMH would assist you to prepare site master plans based on input from you and the proposed development team as to size and use of proposed tenants and our experience as to tenant mix, etc. Our site plans would show configuration of vehicular access, service areas, footprints of proposed tenants, and other information critical to achieving a viable mixed-use development. These services would be billed hourly and may consist of the following services:

- A. Preparation of Sketch Master Plans:
These hand-drawn, to-scale site plans represent the investigation of different solutions for the site and are suitable for presentation to potential tenants. These site solutions will allow your development team, with input from potential tenants, to finalize the site/master plan or solidify a "template" for phased development. A typical sketch master plan is prepared by one of our senior architects and would usually run between \$1,000 to \$1,500 per scheme for this parcel.
Assume 4 schemes at \$1,500 each = \$6,000 max.
- B. Revisions of Sketch Site Plan/Master Plans:
As the development team, the city, or potential tenants voice specific requirements and concerns, CMH can incorporate these changes into the initial sketch master plans as revised options/site plans. Usually, these revisions would run anywhere from \$500 to \$750 each, depending upon the complexity of the revisions required.
Assume 4 revisions at \$750 each = \$3,000 max.
- C. Design Concept Sketches (OPTIONAL):
Preparation of design concept sketches may be desirable in order to prepare a leasing package that would show the look and feel of the proposed development. These colored renderings would show the character of the proposed development but would not attempt to design a specific building or portion of the project. The renderings could be flexible enough to give a feeling for how the project might look before all of the parameters of the final design are known (final storefronts, tenants, etc.). Fee for the preparation of these sketch renderings vary based on complexity and number of sketches. Please see attached concept sketches as an example.
- D. Meetings with City and Development Team:
Preparation for and attendance at such meetings, if required, would be on an hourly basis.
Assume up to 10 hours at \$250/hour = \$2,500
- E. Total Fee:

Services for A, B & D above, not to exceed \$11,500.

Expenses including travel, reproduction, and shipping would be reimbursable and are not included in the preceding fee estimates.

I hope that this proposal has provided you sufficient information about our proposed services, but if you have any questions or if I can provide you with additional information, please call me.

We look forward to working with you and the rest of the team to ensure that we realize the full potential of this property.

Sincerely,
CMH Architects, Inc.

Everett Hatcher
President

cc: Joan Parker
Scott Brakefield
Fred Hawkins
Billy R. Morace, Jr.
Blake Nelson

Attachments: CMH Hourly Rate Schedule
Rendering Examples

ACCEPTED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

July 11, 2024

Mrs. Vanessa McGrath
City Planning and Zoning Administrator
1953 Municipal Way
Alabaster, Alabama 35004

**Subject: The Ledges at Grande View
Request to Complete
Alabaster, Alabama**

Dear Mrs. McGrath

As the owner understands the process after receiving a no vote from the Planning and Zoning Commission for the rezoning of the remaining Grande View property, they have three options as listed below:

1. Request the Council to hear the rezoning request as submitted to the Planning and Zoning Board.
2. Request the Council to hear the rezoning request with modifications as noted / mentioned by the Board.
3. Withdraw the rezoning request.

After speaking the owner, they have chosen option 2 listed above. We were instructed to make the following changes as noted by various planning and zoning members and heard by the public.

- Remove and replace all the 60' lots to prevent front load garage necessity.
- Remove any 70' lots from adjoining any existing Grande View lots.
- Stub out a roadway for future connection to Highway 17.

With these changes the development will have the following statistics:

- Total Lots = 265 (139-70's, 107-80's, 19-90's)
- Total Acreage = 141.42
- Acreage in R.O. W = 15.23
- Acreage in Green Space / Common Area = 67.45 (47.7%)
- Developed Acreage (includes R.O.W) = 73.97
- Lot Per Acre Ratio = 1.87
- Amenities – Walking Trail, Clubhouse with Pool / Playground, & Secondary Playground / Pocket Park
- 3 CBU's

The owner is requested that the City Council review the revised layout utilizing low impact development and ratios and determine if they can hear it or if they wish to send the revised layout back to the Planning Commission for review.



Vanessa McGrath
July 11, 2024
2

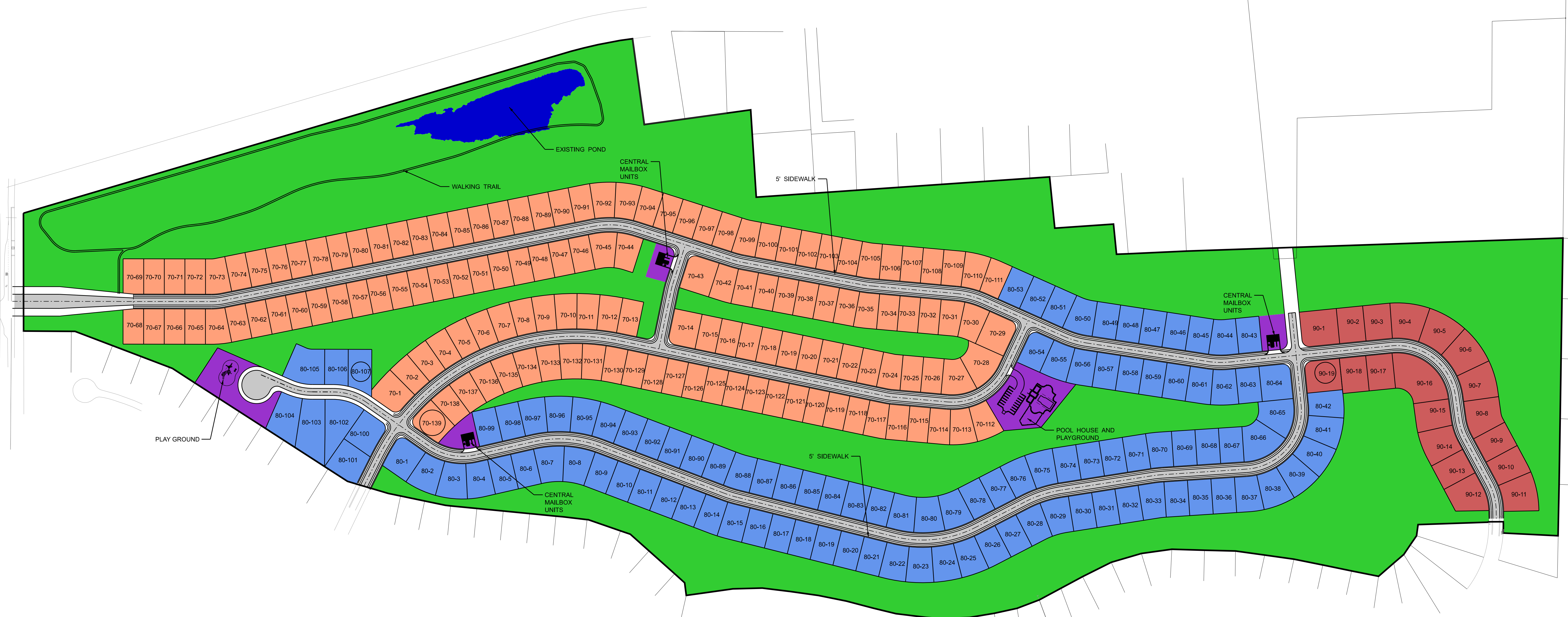
We appreciate your attention and help with this project. If you have any questions or need any additional information, please give us a call at (205) 733-9696.

Sincerely,
InSite Engineering, LLC

A handwritten signature in black ink, appearing to read 'James M. Cassidy'.

James M. Cassidy, P.E.

Copy: Cameron Givianpour



REVISED MASTER PLAN FOR THE LEDGES AT GRANDE VIEW

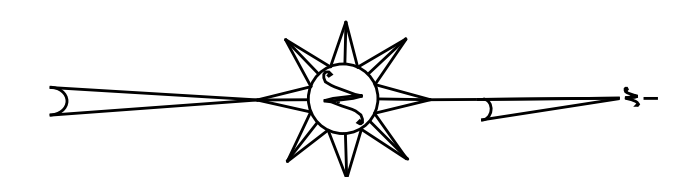
MIXED LOT LAYOUT

SCHEMATIC LAYOUT - SHEET INDEX

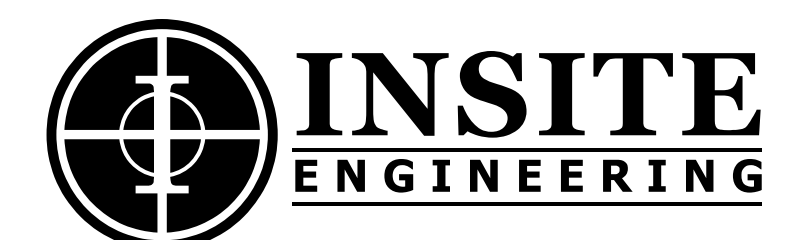
Prepared by InSite Engineering, LLC

- 70' LOTS - 139
- 80' LOTS - 107
- 90' LOTS - 19
- TOTAL LOTS - 265
- COMMON AREA (65.17 Acres 46.1%)
- GREEN SPACE

TOTAL ACREAGE - 141.42
 ACREAGE IN ROW - 15.23
 ACREAGE IN COMMON AREA - 67.45 (47.7%)
 DEVELOPED ACREAGE = 73.97 (INCLUDES ROW)



AMMENITIES AND CENTRAL MAILBOX UNITS MAY BE
 SHIFTED OR RELOCATED TO OTHER LOCATIONS
 ON SITE DURING DESIGN.



5800 FELDSPAR WAY
 HOOVER, ALABAMA 35244
 OFFICE (205) 733-9696
 FAX (205) 733-9697

CIVIL / GIS
 INFRASTRUCTURE
 ENVIRONMENTAL
 PLANNING
 COMMERCIAL
 RESIDENTIAL



<p style="text-align: center;">FINAL REPORT AND RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION CITY OF ALABASTER, ALABAMA</p>	<p style="text-align: center;">Case Number RZ-2024-0067</p>
--	---

Petitioner: InSite Engineering, LLC

Property Owner(s): CCN Asset Management LLC, South Grande View Dev Co Inc

Property Address: 77 Butler Rd

Parcel Identification Number(s): 23 5 21 0 001 002.002; 23 5 21 0 001 002.005; 23 5 21 0 001 002.006; & 23 5 16 0 001 019.000

Dear President Martin:

Pursuant to Ala. Code § 11-52-79, the Alabaster Planning and Zoning Commission on Tuesday, June 25, 2024 held a public hearing concerning the rezoning of **property located at 77 Butler Rd** to Rezoning of Remaining Acreage of Grandview Subdivision. All parcel are listed below: 23-5-21-0-001-002.002, 23-5-0-001-002.005, 23-5-21-0-001-002.006, 23-5-16-0-001-019.000.

In its meeting on Tuesday, June 25, 2024, the Commission voted to NOT RECOMMEND to the Council that the petition to rezone be granted.

On a NO recommendation the applicant has three (3) options:

1. Request the Council to hear the rezoning request as submitted to the Planning and Zoning Board.
2. Request the Council to hear the rezoning request with modifications as noted / mentioned by the Board.
3. Withdraw the rezoning request.

Done this on June 26, 2024.

Having previously been introduced at the July 22, 2024, council meeting, Council Member _____ moved
the adoption of the following Ordinance, which was seconded by Council Member _____: Item #14.



ORDINANCE 24-

AN ORDINANCE TO REZONE PROPERTY OF SOUTH GRANDE VIEW DEV CO INC & CCN ASSET MANAGEMENT LLC (APPLICANT INSITE ENGINEERING) FROM R-2 (SINGLE-FAMILY RESIDENTIAL) TO PRD-1 (PLANNED SINGLE-FAMILY RESIDENTIAL)

THE PUBLIC GOOD REQUIRING IT, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA AS FOLLOWS:

WHEREAS South Grande View Dev Co Inc & CCN Asset Management LLC, as Owner of land located at East of County Road 17 & Butler Road with property being known as The Ledges at Grande View Parcels 23 5 16 0 001 019.000; 23 5 21 0 001 002.006; 23 5 21 0 001 002.002; 23 5 21 0 001 002.005, petitioned the City to rezone said property to PRD-1 (Planned Single-Family Residential District).

WHEREAS the Planning and Zoning Commission held a public hearing on this matter on June 25, 2024 and did not recommend to the Council that said property be zoned PRD-1 (Planned Single-Family Residential District) without condition.

WHEREAS, the Owners requested the City Council to hear the petition with a revised Master Plan as set forth in the letter from Insight Engineering dated July 11, 2024 and the accompanying map, and

WHEREAS, the City Council decided to consider the amended Master Plan and Rezoning Request after the original plan was rejected by the Planning and Zoning Commission, and

WHEREAS, this proposed Ordinance was advertised for two (2) weeks in the Shelby County Reporter, a newspaper of general circulation within the City Limits of the City of Alabaster, and that the City Council of the City of Alabaster, at its Public Hearing on August 26, 2024 at 6:30 p.m., considered said proposed Ordinance and that at such time and place all persons who desired had an opportunity to be heard in favor of or in opposition to such Ordinance.

Be it Ordained that the Zoning Ordinance of the City of Alabaster, Alabama and the zoning map adopted therewith, is hereby amended to rezone the property described as:

A Parcel of land to being more particularly described as follows:

East of County Road 17 & Butler Road with property being known as The Ledges at Grande View
PIN: 23 5 16 0 001 019.000; 23 5 21 0 001 002.006; 23 5 21 0 001 002.002; 23 5 21 0 001 002.005

Parcel III:

A parcel of land being a part of the South one half of Section 16 and a part of the North one half of Section 21, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows

Commence at the Northeast corner of said Section 21, thence run in a Southerly direction along the East line of said Section 21 for a distance of 1,324.58 feet to an existing crimped iron pin; thence tum an angle to the left of 00 degrees 18 min. 01 sec. and run in a Southerly direction for a distance of 56.78 feet to an existing crimped iron pin and also being on the Northwest right-of-way line of Shelby County Highway #12; thence turn an angle to the right of 67 deg. 39 min. 34 sec. and run in a Southwesterly direction along said Northwest right-of-way line for a distance of 975.59 feet to an existing iron pin on a curve to the left having central angle of 21 deg. 01 min. 25 sec. and a radius of 1,949.87 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 715.47 feet to an existing iron pin; thence run tangent to last stated curve in a Southwesterly direction along said Northwest right-of-way line for a distance of 170.66 feet to an existing iron pin on a curve to the right having a central angle of 43 deg. 49 min. 36 sec. and a radius of 936.96 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 716.70 feet to an existing iron pin; thence run tangent to last stated curve in a Westerly direction along said Northwest right-of-way line for a distance of 170.75 feet to an existing iron pin, thence tum an angle to the right of 89 deg. 29 min. 21 sec. and run in a Northerly direction for distance of 232.43 feet to an existing iron pin; thence tum an angle to the left of 88 deg. 42 min. 11 sec. and run in a Westerly direction for a distance of 195.50 feet to an existing iron pin; thence turn an angle to the left of 69 deg. 16 min. 27 sec. and run in Southwesterly direction

for a distance of 252.71 feet to an existing iron pin on the North right-of-way line of Shelby County Highway; thence turn an angle to the right of 68 deg. 29 min. 17 sec. and run in Westerly direction along said North right-of-way line for a distance of 710.68 feet to an existing iron pin being at the point of intersection with the Easterly right-of-way line of Southern Railroad right-of-way; thence an angle to the right of 73 deg. 16 min. 56 sec. and run in Northwesterly direction along said Easterly right-of-way line for a distance of 1,863.37 feet to an existing iron pin on a curve to the right having a central angle of 01 deg. 57 min. 22 sec. and a radius of 2,711.44 feet; thence run in a Northwesterly direction along the arc of said curve and also along said Easterly right-of-way line for a distance of 92.57 feet to an existing iron pin on a compound curve to the right having a central angle of 07 deg. 08 min. 34 sec. and a radius of 1,600.46 feet; thence run in a Northwesterly direction along the arc of said curve and also along said Easterly right-of-way line for a distance of 199.52 feet to a tree being at the property corner; thence turn an angle to the right from the chord of last stated curve of 91 deg. 53 min. 25 sec. and run in a Northeasterly direction for a distance of 311.40 feet to an existing rock pile marking the corner; thence turn an angle to the left of 91 deg. 02 min. 56 sec. and run in a Northwesterly direction for a distance of 145.83 feet to the point of beginning; thence continue along last stated course for a distance of 210.00 feet to an existing old iron rebar; thence turn an angle to the right of 97 deg. 29 min. 31 sec. and run in an Easterly direction for a distance of 294.26 feet to an old open top iron pin; thence turn an angle to the left of 91 deg. 47 min. 47 sec. and run in a Northerly direction for a distance of 951.85 feet to an existing iron pin; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in an Easterly direction for a distance of 175.00 feet to an existing iron pin; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Northerly direction for a distance of 262.46 feet to an existing iron pin; thence turn an angle to the right of 90 deg. 27 min. 07 sec. and run in an Easterly direction for a distance of 103.28 feet to an existing iron pin; thence turn an angle to the left of 86 deg. 19 min. 26 sec. and run in a Northerly direction for a distance of 521.27 feet to an existing old iron rebar; thence turn an angle to the left of 01 deg. 45 min. 39 sec. and run in a Northerly direction for a distance of 465.54 feet to a point; thence turn an angle to the right of 102 deg. 45 min. 00 sec. and run in a Southeasterly direction for a distance of 200.00 feet to a point; thence turn an angle to the right of 10 deg. 15 min. 00 sec. and run in Southeasterly direction for a distance of 180.00 feet to a point; thence turn an angle to the left of 25 deg. 00 min. 00 sec. and run in a Northeasterly direction for a distance of 100.00 feet to a point; thence turn an angle to the left of 11 deg. 30 min. 00 sec. and run in a Northeasterly direction for a distance of 215.00 feet to a point; thence turn an angle to the left of 11 deg. 18 min. 12 sec. and run in a Northeasterly direction for a distance of 185.13 feet to a point; thence turn an angle to the right of 38 deg. 39 min. 58 sec. and run in a Southeasterly direction for a distance of 123.95 feet to a point; thence turn an angle to the right of 37 deg. 08 min. 53 sec. and run in a Southeasterly direction for a distance of 120.00 feet to a point; thence turn an angle to the right of 33 deg. 00 min. 00 sec. and run in a Southeasterly direction for a distance of 165.00 feet to a point; thence turn an angle to the right of 19 deg. 00 min. 00 sec. and run in a Southwesterly direction for a distance of 400.00 feet to a point; thence turn an angle to the left of 91 deg. 15 min. 00 sec. and run in a Southeasterly direction for a distance of 170.00 feet to a point on a curve to the left having a central angle of 45 deg. 14 min. 23 sec. and a radius of 650.00 feet; thence turn an angle to the right to the tangent of said curve of 90 deg. 00 min. 00 sec. and run in a Southeasterly direction along the arc of said curve for a distance of 513.23 feet to a point on a reverse curve to the right having a central angle of 47 deg. 09 min. 23 sec. and a radius of 750.00 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for a distance of 617.28 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 450.00 feet to a point on a curve to the left having a central angle of 25 deg. 27 min. 53 sec. and a radius of 450.00 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for a distance of 200.00 feet to a point; thence turn an angle to the right from the chord of last stated curve of 56 deg. 16 min. 03 sec. and run in a Southwesterly direction for a distance of 190.00 feet to a point; thence turn an angle to the left of 14 deg. 00 min. 00 sec. and run in a Southwesterly direction for a distance of 170.00 feet to a point; thence turn an angle to the left of 15 deg. 07 min. 43 sec. and run in a Southwesterly direction for a distance of 192.95 feet to a point; thence turn an angle to the left of 20 deg. 23 min. 49 sec. and run in a Southwesterly direction for a distance of 530.00 feet to a point; thence turn an angle to the right of 136 deg. 00 min. 00 sec. and run in a Northwesterly direction for a distance of 535.00 feet to a point; thence turn an angle to the left of 14 deg. 30 min. 00 sec. and run in a Northwesterly direction for a distance of 850.00 feet to a point; thence turn an angle to the left of 49 deg. 15 min. 00 sec. and run in a Southwesterly direction for a distance of 315.00 feet to the point of beginning; being situated in Shelby County, Alabama

Less and Except

Lots 701, 702, 703, 704, 705, 706, 707, 708, 709 and 710, inclusive, Lot 712, Lots 714, 715, 716, 717, 718, 719 and 720, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 7th Addition, as recorded in Map Book 21 Page 134 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Less and Except

Lots 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547 and 1548, inclusive, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 15th Addition, as recorded in Map Book 32 Page 126 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Less and Except

Lot 980, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 9th Addition I as recorded in Map Book 26 Page 86 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

NOTE: The remaining acreage of Parcel III includes Lots 711 and 713 of Map Book 21 Page 134 in the Probate Office.

to PRD-1 (Planned Single-Family Residential District) pursuant to the Master Plan and Map presented by Insight Engineering in its July 11, 2024 letter and associated Map.

All other items and provisions of the Zoning Ordinance of the City of Alabaster not herein specifically amended shall remain in full force and effect.

This Ordinance shall become effective upon its passage and execution as provided by law.

ADOPTED AND APPROVED THIS 26TH DAY OF AUGUST 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



RESOLUTION 072224-M

AUTHORIZING A MOU WITH IRONWOOD CONSTRUCTION AND DEVELOPMENT, LLC AND THE CITY OF ALABASTER FOR THE WARRIOR SQUARE DEVELOPMENT

WHEREAS, the Mayor and City Council wish to promote growth and encourage improvements for the commercial property located at the intersection of Hwy 119 and Thompson Road, and

WHEREAS, the Mayor and City Council have an opportunity to encourage improvements with developer, Ironwood Construction and Development, LLC, and

WHEREAS, the City and the Developer recognize the need for exclusive negotiation and collaboration to assess the feasibility of the proposed development project.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The Mayor is authorized to enter into a Memorandum of Understanding and the City Clerk to attest and file all documentation needed to enter an agreement with Ironwood Construction and Development, LLC for the Warrior Square Development.
2. That the Mayor and City Clerk are authorized and directed to execute any related, and necessary documents on behalf of the City for said agreement.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Matin Council President

APPROVED:

Scott Brakefield, Mayor

**MEMORANDUM OF UNDERSTANDING
WARRIOR SQUARE DEVELOPMENT**

This Memorandum of Understanding (MOU) is made on [Date], by and between the following parties:
City of Alabaster, Alabama, with its principal office located at 1953 Municipal Way, Alabaster, AL 35007, hereinafter referred to as the "City."
Ironwood Construction and Development, LLC, with its principal office located at 1640 Meeting Street Road, Suite 302, Charleston, SC 29405, hereinafter referred to as the "Developer."

WHEREAS:

The City and the Developer wish to enter a collaborative relationship for the potential development of the property located at "Warrior Square" (4 acres +/- at the Square of Hwy 119 and Thompson Rd, Alabaster, on the old Thompson Intermediate School site) hereinafter referred to as the "Site" and shown Exhibit A.

The City and the Developer recognize the need for exclusive negotiation and collaboration to assess the feasibility of the proposed development project.

NOW, THEREFORE, the parties agree to the following provisions:

1. Exclusivity

- 1.1 The City shall provide 90 days of exclusivity for the Developer, commencing from the date of this MOU.
- 1.2 During this 90-day exclusivity period, the City shall not encumber the Site or enter into any agreements with other developers or buyers.
- 1.3 The Mayor is authorized to extend this exclusivity period an additional 60 days in his discretion and upon request of Developer.

2. Design Meetings

- 2.1 The City shall host two one-hour design meetings with a small working group, including the Developer, City leaders, and stakeholders.
- 2.2 The City shall cover the associated costs with the design meetings and deliverables from CMH Architecture.

3. Developer's Responsibilities

- 3.1 The Developer shall provide, at no cost to the City, a feasibility summary, which shall include:
 - 3.1.1 Leading two one-hour design meetings with a small working group, including the Developer, City leaders, and stakeholders.
 - 3.1.2 Underwriting based on a mutually agreed-upon concept site plan.
 - 3.1.3 An opinion of the Site's highest and best use.

4. City's Engagement with CMH Architecture

- 4.1 The City shall engage CMH Architecture to provide conceptual design services, which shall include:
 - 4.1.1 Participation in two one-hour design meetings with a small working group, including the Developer, City leaders, and stakeholders.
 - 4.1.2 Providing two to three concept site sketches with alternate programs, along with corresponding parking counts and other requirements based on the current zoning code.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

City of Alabaster, Alabama

By: _____
Name: Scott Brakefield
Title: Mayor

Ironwood Construction and Development, LLC

By: _____
Name: Randy Beavers
Title: COO

MEMORANDUM OF UNDERSTANDING

WARRIOR SQUARE DEVELOPMENT

This Memorandum of Understanding (MOU) is made on July 22, 2024, by and between the following parties:

City of Alabaster, Alabama, with its principal office located at 1953 Municipal Way, Alabaster, AL 35007, hereinafter referred to as the "City."

Ironwood Construction and Development, LLC, with its principal office located at 1640 Meeting Street Road, Suite 302, Charleston, SC 29405, hereinafter referred to as the "Developer."

WHEREAS:

The City and the Developer wish to enter a collaborative relationship for the potential development of the property located at "Warrior Square" (4 acres +/- at the Square of Hwy 119 and Thompson Rd, Alabaster, on the old Thompson Intermediate School site) hereinafter referred to as the "Site" and shown Exhibit A.

The City and the Developer recognize the need for exclusive negotiation and collaboration to assess the feasibility of the proposed development project.

NOW, THEREFORE, the parties agree to the following provisions:

1. Exclusivity

1.1 The City shall provide 90 days of exclusivity for the Developer, commencing from the date of this MOU.

1.2 During this 90-day exclusivity period, the City shall not encumber the Site or enter into any agreements with other developers or buyers.

1.3 The Mayor is authorized to extend this exclusivity period an additional 60 days in his discretion and upon request of Developer.

2. Design Meetings

2.1 The City shall host two one-hour design meetings with a small working group, including the Developer, City leaders, and stakeholders.

2.2 The City shall cover the associated costs with the design meetings and deliverables from CMH Architecture.

3. Developer's Responsibilities

3.1 The Developer shall provide, at no cost to the City, a feasibility summary, which shall include:

3.1.1 Leading two one-hour design meetings with a small working group, including the Developer, City leaders, and stakeholders.

3.1.2 Underwriting based on a mutually agreed-upon concept site plan.

3.1.3 An opinion of the Site's highest and best use.

4. City's Engagement with CMH Architecture

4.1 The City shall engage CMH Architecture to provide conceptual design services, which shall include:

4.1.1 Participation in two one-hour design meetings with a small working group, including the Developer, City leaders, and stakeholders.

4.1.2 Providing two to three concept site sketches with alternate programs, along with corresponding parking counts and other requirements based on the current zoning code.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

City of Alabaster, Alabama

By: _____

Name: Scott Brakefield

Title: Mayor

Ironwood Construction and Development, LLC.

By: _____

Name: Randy Beavers

Title: COO

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 072224-Q

A RESOLUTION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH AT&T TO REARRANGE EXISTING AT&T FACILITIES RELATED TO THE NEW RECREATION CENTER AND LIBRARY PROJECT

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into said contractual agreement with AT&T for relocation of AT&T facilities for the Alabaster Recreation Center and Library Project; and

WHEREAS, the amount of this service agreement (see attached Exhibit "A") will not to exceed **\$336,635.56** and will include the following:

<i>Estimated Actual Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 53,944.60
MATERIAL COST	\$ 46,914.75
CONSTRUCTION LABOR	\$ 223,166.47
CONTRACTOR COST	\$ 12,609.74
MISC. COST	\$ 0.00
	Estimated Contract Price \$ 336,635.56
	<i>Less Credits/Payments</i> \$ 0.00
	Estimated Balance Due \$ 336,635.56

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said contract.

BE IT FURTHER RESOLVED, that, if required, the Finance Director is authorized to amend the FY24 budget in order to maintain a balanced budget.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor



**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT**

May 1, 2024

CWO- 30460

Project Number: A02SW2P

Customer Name: CITY OF ALABASTER
 Billing Address: 1953 MUNICIPAL WAY ALABASTER AL 35007
 Contact Name: FRED HAWKINS
 Contact email Address: FHAWKINS@CITYOFALABASTER.COM
 Contact Phone Number: (205) 937-0056
 Site Location: 10019 HWY 119 ALABASTER AL

AT&T has received a request from you to perform the following work:

RELOCATE FACILITIES

<i>Estimated Actual Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 53,944.60
MATERIAL COST	\$ 46,914.75
CONSTRUCTION LABOR	\$ 223,166.47
CONTRACTOR COST	\$ 12,609.74
MISC. COST	\$ 0.00
<hr/>	
Estimated Contract Price	\$ 336,635.56
<i>Less Credits/Payments</i>	\$ 0.00
Estimated Balance Due	\$ 336,635.56

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.



CUSTOM WORK AGREEMENT

CWO-30460

Project Number: A02SW2P

This Custom Work Agreement ("Agreement") is entered into by and between

BellSouth Telecommunications, LLC, d/b/a AT&T Southeast (hereafter "AT&T") and
 CITY OF ALABASTER (Customer).

AT&T and Customer hereby agree to following terms:

- Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
- Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
- Price Quote.** The price is guaranteed for 60 days from May 1, 2024. If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
- Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
- Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.



6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.



10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

- A. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO-30460
Project Number: A02SW2P
Date Quote Expires: 7/1/2024
AT&T Design Engineer: RUSS, CHANDLER <cr8470@att.com>

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information



Authorized Signature

Tristram Villiers Digitally signed by Tristram Villiers
Date: 2024.05.01 11:25:10 -0500

CWO Manager

Title: Mayor
Company: City of Alabaster
Printed Name: Scott Brakefield
Date: 07/22/2024

Phone Number: (262) 347-9541
Email Address: TV326H@ATT.COM
Date: May 1, 2024

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

Council Member _____ moved adoption of the following Resolution, which was seconded by Council Member _____.



RESOLUTION 072224-N

**APPROVING ISSUANCE OF ALCOHOLIC BEVERAGE LICENSE
PARV1INC DBA LIONS PRIDE 20**

WHEREAS, the owner of PARV1INC dba Lions Pride 20, has applied for a 050 - Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) license at 8079 Highway 119, and

WHEREAS, the requested license will include the following:

- 050 - Retail Beer (Off Premises Only)
- 070 – Retail Table Wine (Off Premises Only), and

WHEREAS, all associated requirements within the City of Alabaster in relation to the ABC License have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA, that the City of Alabaster grants its consent to and approval of the issuance of such license, subject to the laws and regulations governing such license.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



Checklist for Alcohol Licenses

Date: 7-9-24

Company Name / (Trade Name): Parv 1 Inc / Lions Pride 20

- Type of License(s):**
- 050 Retail Beer-(Off Premises Only)
 - 070 Retail Table Wine-(Off Premises Only)
 - 011 Lounge Retail Liquor-Class 2-Package
 - 200 Manufacturer
 - 020 Restaurant Retail Liquor
 - 040 Retail Beer-(On or Off Premises)
 - 060 Retail Wine (On or Off Premises)
 - 010 Lounge Retail Liquor-Class 1
 - 032 Club Liquor-Class 2-Private
 - 160-Special Retail-More than 30 days

Is this a transfer? Yes No

Police Department Information

Comments: _____

Have there been any problems at this location? Yes No

Approved by: [Signature] Print Name/Title: Curtis Rigney, Police Chief

Revenue Department Information

Has the business purchased all other required licenses? Yes No N/A

How long has this company been in business in the city? New

Are all account liabilities current? Yes No

Is there a recommendation for license(s)? Yes No

Approved by: Michelle D. Vercher Print Name/Title: Michelle D. Vercher / Revenue Supervisor

Zoning Information

Have all zoning requirements been met for this business? Yes No

Current zoning? B-3 Approved by: Vanessa M Grath Print Name/Title: Vanessa M Grath / Zoning Admin

Inspection Services

Has this building been approved for this type of business? Yes No

Approved by: Brent Johns Print Name/Title: Brent Johns / Building Official

Fire Inspections

Are certifications current on fire suppression and exhaust systems? Yes No N/A

Approved by: [Signature] Print Name/Title: Thomas Lamb Fine Mar



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240614160006996

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: LIONS PRIDE 20 Filing Fee:

Applicant: PARV 1 INC Transfer Fee: \$100.00

Location Address: 8079 HIGHWAY 119 ALABASTER, AL 35007

Mailing Address: 8079 HWY 119 ALABASTER, AL 35007

County: SHELBY Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03 Type Ownership: CORPORATION

Book, Page, or Document info: 001-119-574

Do you sell Draft Beer?:

Date Incorporated: 02/05/2024 State incorporated: AL County Incorporated: ELMORE

Date of Authority:

Federal Tax ID: 99-1131988 Alabama State Sales Tax ID: R012104844

Name:	Title:	Date and Place of Birth:	Residence Address:
CHIRAG HARSHADKUMAR PATEL ચિરગ	PRESIDENT	07/07/1996 INDIA	3604 MCRAE LOOP MONTGOMERY, AL 36116
PRAGNESHKUMAR SURESHBHAI PATEL	VICE PRESIDENT	01/31/1986 INDIA	3308 LANCELOT CT MONTGOMERY, AL 36064

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

Contact Person: CHIRAG PATEL
Business Phone: 215-932-5645
Fax:

Home Phone: 215-932-5645
Cell Phone: 215-932-5645
E-mail: PARVINC2024@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: BP 119
Applicant: A R KHAN INC

Previous License Number(s)
License 1: 002170558
License 2: 002170558



Checklist for Alcohol Licenses

Date: 6/18/24

Company Name / (Trade Name): PARV 1 INC / HWY 119 Package Store

- Type of License(s):**
- 020 Restaurant Retail Liquor
 - 040 Retail Beer-(On or Off Premises)
 - 050 Retail Beer-(Off Premises Only)
 - 060 Retail Wine (On or Off Premises)
 - 070 Retail Table Wine-(Off Premises Only)
 - 010 Lounge Retail Liquor-Class 1
 - 011 Lounge Retail Liquor-Class 2-Package
 - 032 Club Liquor-Class 2-Private
 - 200 Manufacturer
 - 160-Special Retail-More than 30 days

Is this a transfer? Yes No

Police Department Information

Comments: _____

Have there been any problems at this location? Yes No

Approved by: [Signature] Print Name/Title: Curtis Rigney, Police Chief

Revenue Department Information

Has the business purchased all other required licenses? Yes No N/A

How long has this company been in business in the city? NEW

Are all account liabilities current? Yes No

Is there a recommendation for license(s)? Yes No

Approved by: Michelle D. Vercher Print Name/Title: Michelle D. Vercher / Revenue Supervisor

Zoning Information

Have all zoning requirements been met for this business? Yes No

Current zoning? B-3 Approved by: [Signature] Print Name/Title: Vanessa McGrath / Zoning Admin

Inspection Services

Has this building been approved for this type of business? Yes No

Approved by: Brent Johns Print Name/Title: Brent Johns / Building official

Fire Inspections

Are certifications current on fire suppression and exhaust systems? Yes No N/A

Approved by: [Signature] Print Name/Title: Thomas Lamb / Fire Mgr



City's Copy



Item #17.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240606102935588

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: County:
 Type License: State: County:
 Trade Name: HWY 119 PACKAGE STORE Filing Fee:
 Applicant: PARV 1 INC Transfer Fee: \$50.00
 Location Address: 8079 HIGHWAY 119 ; STE B ALABASTER , AL 35007
 Mailing Address: 8079 HWY 119 ALABASTER , AL 35007
 County: SHELBY Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 03 Type Ownership: CORPORATION
 Book, Page, or Document info: 001-119-574
 Do you sell Draft Beer?:
 Date Incorporated: 02/05/2024 State incorporated: AL County Incorporated: ELMORE
 Date of Authority:
 Federal Tax ID: 99-1131988 Alabama State Sales Tax ID: R012104844

Name:	Title:	Date and Place of Birth:	Residence Address:
PRAGNESHKUMAR SURESHBHAI PATEL	VICE PRESIDENT	01/31/1986 INDIA	3308 LANCELOT CT MONTGOMERY , AL 36064
CHIRAG HARSHADKUMAR PATEL	PRESIDENT	07/07/1996 INDIA	3604 MCRAE LOOP MONTGOMERY , AL 36116

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

Contact Person: CHIRAG PATEL Home Phone: 215-932-5645
 Business Phone: 215-932-5645 Cell Phone: 215-932-5645
 Fax: E-mail: PARVINC2024@GMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: 119 PACKAGE STORE License 1: 002177258
 Applicant: A R KHAN INC License 2:

Council Member _____ moved adoption of the following Resolution, which was seconded by Council Member _____.



RESOLUTION 072224-O

**APPROVING ISSUANCE OF ALCOHOLIC BEVERAGE LICENSE
PARV1INC HWY 119 PACKAGE STORE**

WHEREAS, the owner of PARV1INC dba Highway 119 Package Store, has applied for a 011- Lounge Retail Liquor - Class II (Package) license at 8079 Highway 119 Ste B, and

WHEREAS, the requested license will include the following:

- 011- Lounge Retail Liquor - Class II (Package) , and

WHEREAS, all associated requirements within the City of Alabaster in relation to the ABC License have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA, that the City of Alabaster grants its consent to and approval of the issuance of such license, subject to the laws and regulations governing such license.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



Checklist for Alcohol Licenses

Date: 7-9-24

Company Name / (Trade Name): Parv 1 Inc / Lions Pride 20

- Type of License(s):**
- 050 Retail Beer-(Off Premises Only)
 - 070 Retail Table Wine-(Off Premises Only)
 - 011 Lounge Retail Liquor-Class 2-Package
 - 200 Manufacturer
 - 020 Restaurant Retail Liquor
 - 040 Retail Beer-(On or Off Premises)
 - 060 Retail Wine (On or Off Premises)
 - 010 Lounge Retail Liquor-Class 1
 - 032 Club Liquor-Class 2-Private
 - 160-Special Retail-More than 30 days

Is this a transfer? Yes No

Police Department Information

Comments: _____

Have there been any problems at this location? Yes No

Approved by: [Signature] Print Name/Title: Curtis Rigney, Police Chief

Revenue Department Information

Has the business purchased all other required licenses? Yes No N/A

How long has this company been in business in the city? New

Are all account liabilities current? Yes No

Is there a recommendation for license(s)? Yes No

Approved by: Michelle D. Vercher Print Name/Title: Michelle D. Vercher / Revenue Supervisor

Zoning Information

Have all zoning requirements been met for this business? Yes No

Current zoning? B-3 Approved by: Vanessa M Grath Print Name/Title: Vanessa M Grath / Zoning Admin

Inspection Services

Has this building been approved for this type of business? Yes No

Approved by: Brent Johns Print Name/Title: Brent Johns / Building Official

Fire Inspections

Are certifications current on fire suppression and exhaust systems? Yes No N/A

Approved by: [Signature] Print Name/Title: Thomas Lamb Fine Mar



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240614160006996

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: LIONS PRIDE 20 Filing Fee:

Applicant: PARV 1 INC Transfer Fee: \$100.00

Location Address: 8079 HIGHWAY 119 ALABASTER, AL 35007

Mailing Address: 8079 HWY 119 ALABASTER, AL 35007

County: SHELBY Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03 Type Ownership: CORPORATION

Book, Page, or Document info: 001-119-574

Do you sell Draft Beer?:

Date Incorporated: 02/05/2024 State incorporated: AL County Incorporated: ELMORE

Date of Authority:

Federal Tax ID: 99-1131988 Alabama State Sales Tax ID: R012104844

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Rows include Chirag Harshadkumar Patel (President) and Pragneshkumar Sureshbhai Patel (Vice President).

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

Contact Person: CHIRAG PATEL
Business Phone: 215-932-5645
Fax:

Home Phone: 215-932-5645
Cell Phone: 215-932-5645
E-mail: PARVINC2024@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: BP 119
Applicant: A R KHAN INC

Previous License Number(s)
License 1: 002170558
License 2: 002170558



Checklist for Alcohol Licenses

Date: 6/18/24

Company Name / (Trade Name): PARV 1 INC / HWY 119 Package Store

- Type of License(s):**
- 020 Restaurant Retail Liquor
 - 040 Retail Beer-(On or Off Premises)
 - 050 Retail Beer-(Off Premises Only)
 - 060 Retail Wine (On or Off Premises)
 - 070 Retail Table Wine-(Off Premises Only)
 - 010 Lounge Retail Liquor-Class 1
 - 011 Lounge Retail Liquor-Class 2-Package
 - 032 Club Liquor-Class 2-Private
 - 200 Manufacturer
 - 160-Special Retail-More than 30 days

Is this a transfer? Yes No

Police Department Information

Comments: _____

Have there been any problems at this location? Yes No

Approved by: [Signature] Print Name/Title: Curtis Rigney, Police Chief

Revenue Department Information

Has the business purchased all other required licenses? Yes No N/A

How long has this company been in business in the city? NEW

Are all account liabilities current? Yes No

Is there a recommendation for license(s)? Yes No

Approved by: Michelle D. Vercher Print Name/Title: Michelle D. Vercher / Revenue Supervisor

Zoning Information

Have all zoning requirements been met for this business? Yes No

Current zoning? B-3 Approved by: [Signature] Print Name/Title: Vanessa McGrath / Zoning Admin

Inspection Services

Has this building been approved for this type of business? Yes No

Approved by: Brent Johns Print Name/Title: Brent Johns / Building official

Fire Inspections

Are certifications current on fire suppression and exhaust systems? Yes No N/A

Approved by: [Signature] Print Name/Title: Thomas Lamb / Fire Marshal



City's Copy



Item #18.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240606102935588

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: County:
 Type License: State: County:
 Trade Name: HWY 119 PACKAGE STORE Filing Fee:
 Applicant: PARV 1 INC Transfer Fee: \$50.00
 Location Address: 8079 HIGHWAY 119 ; STE B ALABASTER , AL 35007
 Mailing Address: 8079 HWY 119 ALABASTER , AL 35007
 County: SHELBY Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 03 Type Ownership: CORPORATION
 Book, Page, or Document info: 001-119-574
 Do you sell Draft Beer?:
 Date Incorporated: 02/05/2024 State incorporated: AL County Incorporated: ELMORE
 Date of Authority:
 Federal Tax ID: 99-1131988 Alabama State Sales Tax ID: R012104844

Name:	Title:	Date and Place of Birth:	Residence Address:
PRAGNESHKUMAR SURESHBHAI PATEL	VICE PRESIDENT	01/31/1986 INDIA	3308 LANCELOT CT MONTGOMERY , AL 36064
CHIRAG HARSHADKUMAR PATEL	PRESIDENT	07/07/1996 INDIA	3604 MCRAE LOOP MONTGOMERY , AL 36116

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

Contact Person: CHIRAG PATEL Home Phone: 215-932-5645
 Business Phone: 215-932-5645 Cell Phone: 215-932-5645
 Fax: E-mail: PARVINC2024@GMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: 119 PACKAGE STORE License 1: 002177258
 Applicant: A R KHAN INC License 2:

Council Member _____ introduced the following Resolution, which was seconded
Council Member _____.



RESOLUTION 072224-P

**AUTHORIZING AN ENCROACHMENT AGREEMENT WITH SOUTHERN NATURAL GAS COMPANY, LLC
FOR THE BUCK CREEK TRAIL EXPANSION PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA AS FOLLOWS:

WHEREAS, the City of Alabaster is extending the Buck Creek Trail to provide a valuable public service to all citizens of Alabaster; and

WHEREAS, it is in the best interests of the public to authorize the Mayor to enter into such encroachment agreement.

WHEREAS, Kinder Morgan is the successor to Southern Natural Gas Company and owner of the right of way and they are willing to allow the City to construct, maintain, operate, inspect, repair, replace and remove a 10 foot wide trail in conformity with the specifications designated in Exhibit A.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, AS FOLLOWS:

1. The City Council hereby authorizes the Mayor to sign the encroachment agreement on behalf of the City.
2. The Agreement attached as "Exhibit A" is hereby authorized to be executed by the Mayor and attested by the City Clerk and recorded as required by law.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

ENCROACHMENT AGREEMENT TB2402016

Line: Bessemer Calera Line, (Line 313), Bessemer Calera Loop Line, (Line 313-L2)
 Tract: 9 & 22
 County: Shelby
 State: Alabama

THIS ENCROACHMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2024 by and between **Southern Natural Gas Company, L.L.C., a Delaware limited liability company**, with an office at 569 Brookwood Village, Suite 600, Birmingham, AL 35209 (the “Company”), and **City of Alabaster**, whose mailing address is 1953 Municipal Way, Alabaster, AL 35007 (the “Owner”). Company and Owner may be individually referred to in this Agreement as a “Party” and collectively referred to in this Agreement as the “Parties”.

WHEREAS, Southern Natural Gas Company entered into a certain Right of Way Agreement (the “Company Easement”) executed on August 8, 1929 and recorded at Volume 88 & Page 557 and August 27, 1958 and recorded at Volume 195 & Page 398 of the records of the Shelby County Recorder; and

WHEREAS, Company is successor to Southern Natural Gas Company and to the above-referenced Right of Way Agreement; and

WHEREAS, Company is owned and operated by Kinder Morgan; and

WHEREAS, Company operates certain pipelines and pipeline-related facilities, (the “Company Facilities”) under, upon, over, through and across the Company Easement; and

WHEREAS, Owner owns all or a portion of the property (the “Parcel”), which is subject to the Company Easement, described as follows:

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, maintain, operate, inspect, repair, replace and remove, at Owner’s sole risk and expense, the 10 foot wide Trail (hereinafter the “Encroachment”) across the Company Facilities within the Company Easement at the location or locations and in conformity with the specifications designated in Exhibit “A” attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the Owner to construct, maintain, operate, inspect, repair, replace and remove the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. Owner shall construct, own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with Company’s O&M Procedure 204 OM200-29 titled “Guidelines for Design and Construction near Kinder Morgan Operated Facilities,” (the “Guidelines”) which is attached hereto as Exhibit “B” and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five feet (25’) of Company Facilities. Owner shall notify Michael Gunn, Damage Prevention at (334) 606-3973 at least seventy-two (72) hours prior to commencing any construction activities (exclusive of Saturdays, Sundays, and legal holidays).** Company’s representative will confirm clearances, as applicable, and may suspend any work or activity not being performed in accordance

with this Agreement and the Guidelines or any activity or work that, in his/her reasonable opinion endangers the public safety, operations, or otherwise interferes in any way with Company's rights under the Company Easement, until such time as corrective action is taken. Company will not be liable to Owner for any costs or expenses caused by Company's on-site representative's suspension of any work or activity while such corrective action is being taken by Owner.

3. After initial construction of the Encroachment, Owner shall own, operate, maintain, use, modify, replace, and remove the Encroachment in accordance with the Guidelines, as may be updated from time to time. Except for routine operational and maintenance activities that do not involve excavation or blasting, Owner shall provide Company at least three (3) business days' advance notice prior to commencing any construction (including excavation or blasting), maintenance, operation, inspection, repair, replacement, and removal of the Encroachment and resolve any location, grade or other encroachment-related problems.
4. All digging and excavation within the Company Easement shall be conducted solely by a Company-approved mechanical excavation method or as otherwise agreed upon in writing by Company, up to and within twenty-three inches (23") of the Company Facilities, at which point all excavation shall be conducted solely by a Company-approved soft-digging method.
5. Company requires that each contractor or subcontractor associated with the Encroachment, submit Alabama's One Call (8-1-1) Ticket(s) for each different phase of the Encroachment that involves earth disturbance (grading, excavating, trenching, digging, etc.), as required by Alabama One Call (8-1-1) and applicable Alabama law.
6. Company shall not permit the parking of any heavy equipment or vehicles on the Company Easement. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company during construction of the Encroachment. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
7. Owner shall not (i) store or stockpile equipment, material, fill, or spoil on the Company Easement, (ii) construct any permanent structure, building(s) or obstructions (including power poles, light standards, or any other improvements or appurtenances) within the Company Easement, other than the Encroachment in accordance with the Exhibit "A", (iii) plant or install any landscaping, including shrubs or trees, within the Company Easement, or (iv) burn trash, brush, etc. within the Company Easement.
8. Owner shall not perform or permit to be performed excavation or grading which could result in erosion or which could render the Company Easement inaccessible unless approved in advance by Company. No water impoundments shall be permitted on the Company Easement. Owner agrees, at its expense to restore the Company Easement to as near as its original condition as it existed immediately prior to such work as possible and provide reasonable protection to the Company Facilities.
9. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may withhold or condition in its sole discretion. Owner shall be solely responsible for, and shall bear the expense of repairs attributable to, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.
10. Owner shall be entitled to modify and replace the Encroachment, subject to Company's written approval, such approval not to be unreasonably withheld, and as long as any such modification and replacement does not adversely affect the Company Facilities and so long as such modification adheres to the Guidelines. Owner shall submit plans for proposed modifications to Company not less than thirty (30) days before construction of such modification or replacement begins, at which point Company shall approve such plans or suggest plan changes that will be acceptable to the Company and all provisions of this Agreement shall be complied with, as applicable, with respect to such modifications or replacement.
11. Should Company's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement (individually, a "Company Activity") in any way, shape, manner, or form affect or damage the Encroachment, or any portion

thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of the Company Activity, and Owner hereby releases and holds harmless Company, Company's affiliates, subsidiaries and parent companies, and their respective directors, officers, agents, representatives, contractors, and subcontractors from any and all damages resulting from such Company Activity.

12. During the term of this Agreement, Owner shall carry and maintain, and shall cause its contractors to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-/VII:
 - a. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.
 - b. Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
 - c. Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU), sudden and accidental pollution and include coverage for blanket contractual liability assumed hereunder.
 - d. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.
 - e. Umbrella/Excess Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies.

All insurance policies of Owner shall include a waiver of subrogation in favor of Company and each of its respective subsidiary or affiliated companies and entities, and shall name Company and each of its respective subsidiary or affiliated companies and entities, and their respective directors, officers, agents and employees as additional insureds (except for Workers' Compensation). All such insurance coverages required of Owner shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Company. Prior to beginning any operations under this Agreement, Owner shall furnish Company with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement. Notwithstanding the foregoing, Owner may self-insure to meet the insurance requirements of this Section. If Owner elects to self-insure any of the requirements above, Owner's self-insurance program shall respond in the same manner as commercial insurance with regard to additional insured and waiver of subrogation.

13. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void. Should Owner fail to commence construction of the Encroachment within three hundred sixty-five (365) days from the Effective Date of this Agreement (herein defined below), this Agreement shall be null and void.
14. Owner shall be solely responsible for the construction, operation, maintenance, use, and removal of the Encroachment. Owner agrees to indemnify, defend and hold harmless Company, its parent, affiliates, and each of their respective officers, directors, agents, representatives, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, "Company Indemnitees"), against and from any and all claims, actions, causes of actions, suits, demands, damages, losses, costs, expenses or liability whatsoever, including but not limited to reasonable attorney and expert fees and investigation costs (collectively, "Claims"), to the extent arising out of, incidental to, or otherwise related in any way to (1) the existence of the Encroachment, or (2) Owner's exercise of its rights under this Agreement, to the extent such Claims arising from Owner's exercise of its rights under this agreement are caused by or arise from Owner's negligence, gross negligence

and/or willful misconduct of Owner, Owner’s employees, contractors, representatives, agents, successors and assigns, whether such Claims are brought during or after the term of this Agreement.

- 15. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Company Easement, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Company Easement lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
- 16. Notwithstanding anything herein to the contrary, all rights and obligations under the Easement Agreement (defined above) shall remain in effect, including, but not limited to, all rights regarding ingress and egress to the Company Easement, which shall not be otherwise hindered by this Agreement.
- 17. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns. This Agreement shall become effective only upon execution by all Parties hereto and delivery of a fully executed counterpart to each Party (the “Effective Date”).
- 18. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

City of Alabaster

Signature

Name: Mark Frey
Title: City Clerk

SOUTHERN NATURAL GAS COMPANY, L.L.C.

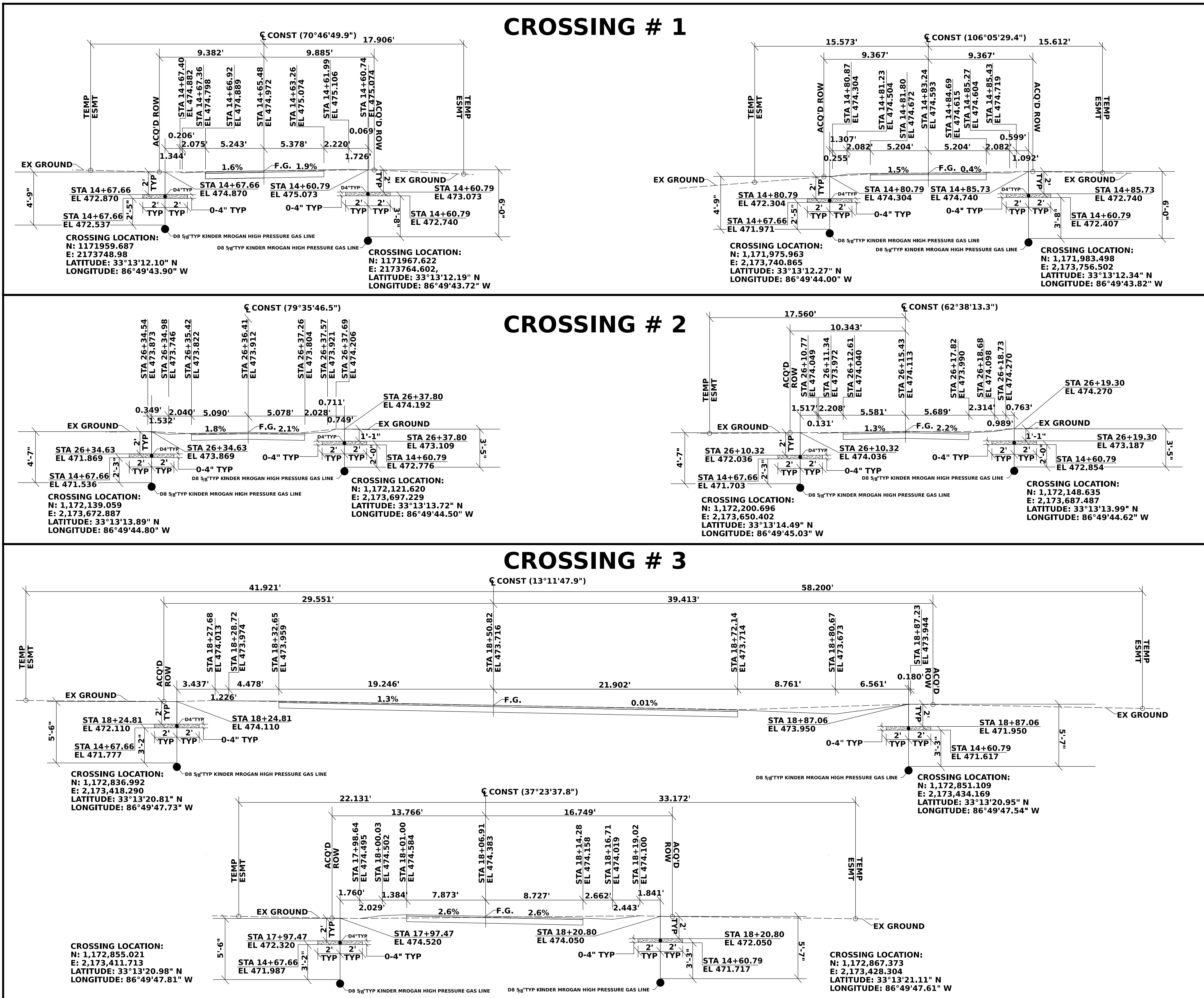
Signature

Name: David Bowers
Title: Attorney-in-Fact

TRAIL LIGHTING DETAILS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
CMAQ-9802(930)	2024	66

LIGHTING COUDITS CROSSING HIGH PRESSURE U/G GASLINES

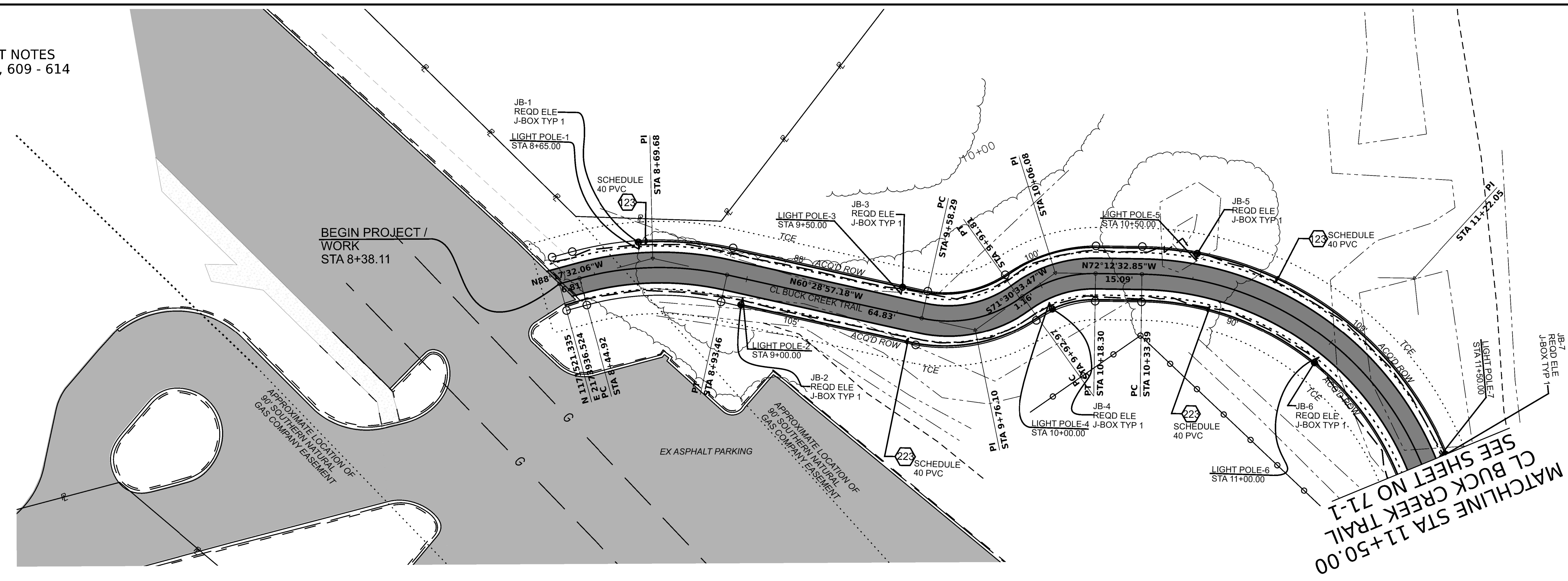


DATE\$\$\$\$ TIME\$\$\$\$ \$USERS\$ \$SPENTTABLESS\$ SPLTDRAWSS\$

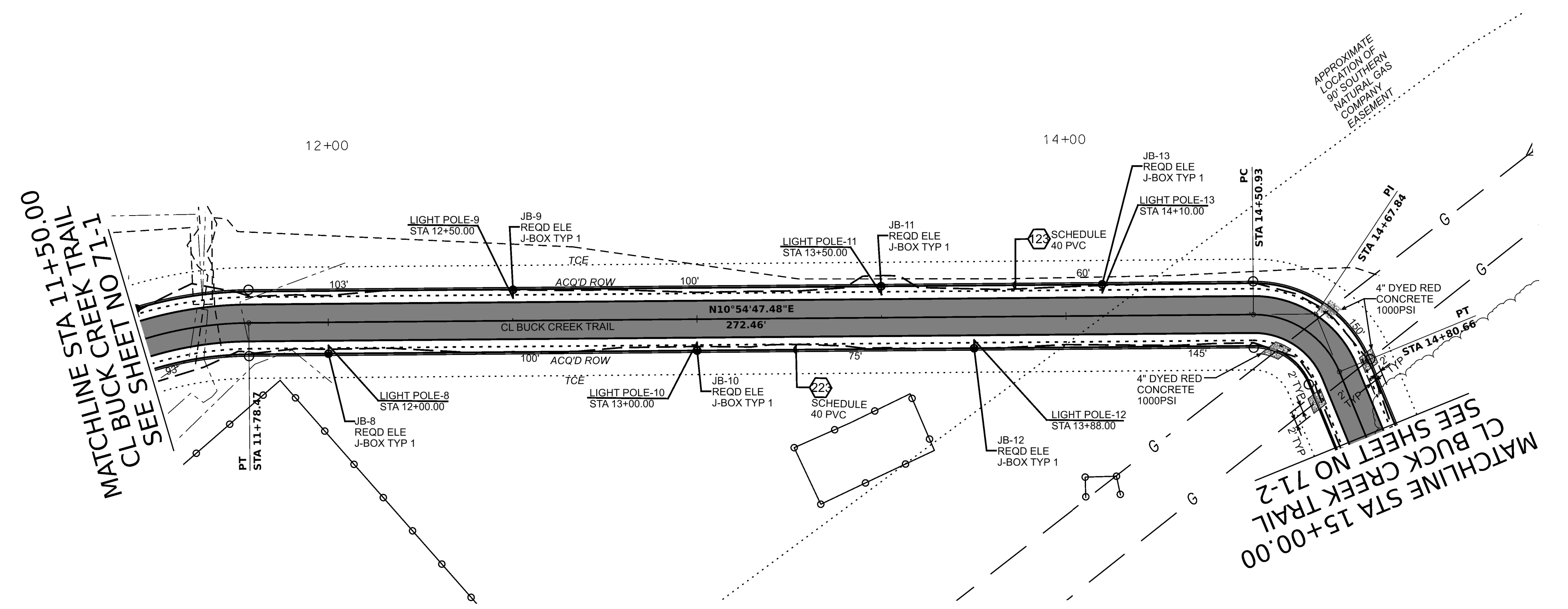
TRAIL LIGHTING PLAN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
CMAQ-9802(930)	2024	71-1

PROJECT NOTES
600 - 607, 609 - 614



PROJECT NOTES
600 - 607, 609 - 614

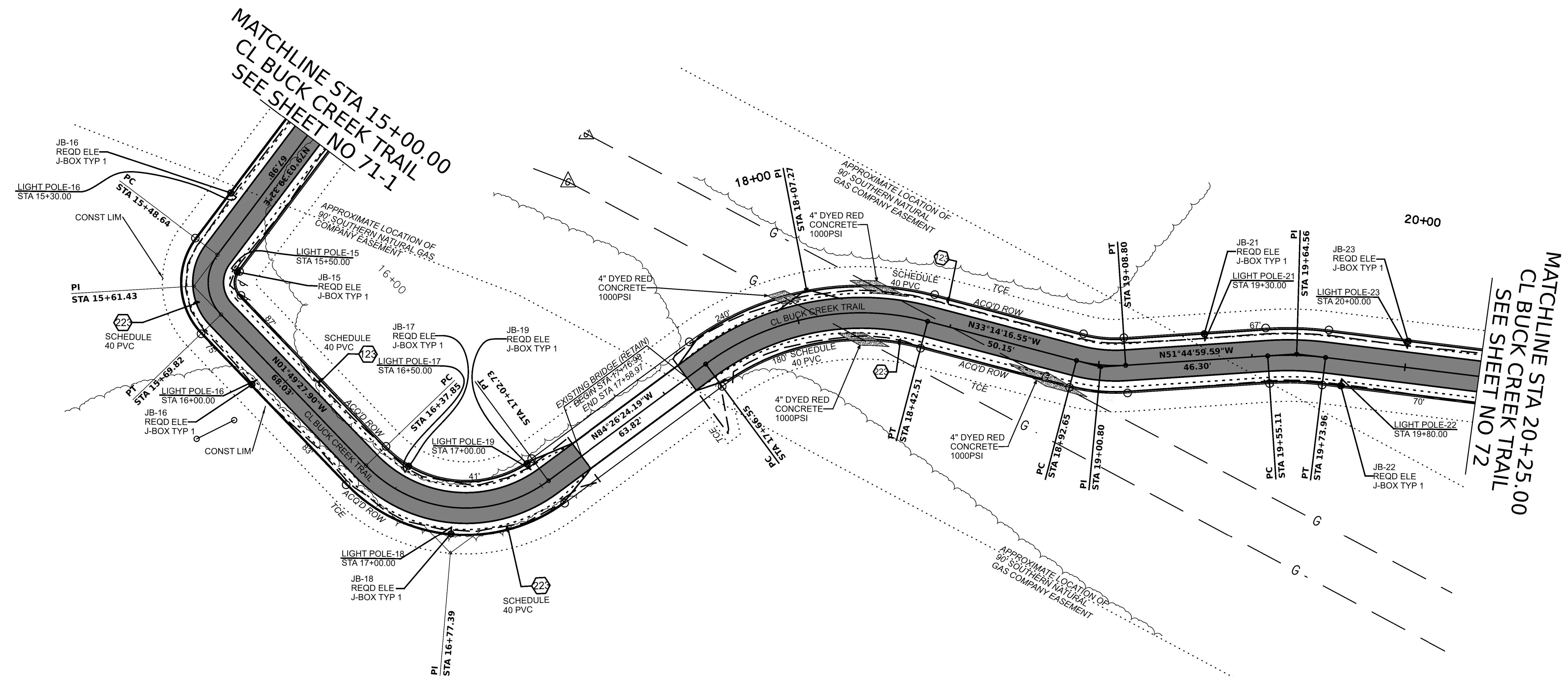
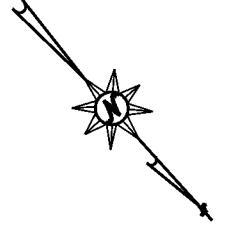


DATE\$\$\$\$ TIME\$\$\$\$ \$USERS\$ \$SPENT\$ \$SPLTDRAW\$

TRAIL LIGHTING PLAN

REFERENCE PROJECT NO	FISCAL YEAR	SH NO
CMAQ-9802(930)	2024	71-2

PROJECT NOTES
600 - 607, 609 - 614



WIRE / CONDUIT SCHEDULE			
CONDUIT MARK	CONDUIT SIZE	DESCRIPTION	REMARK
123	2" NUCC	2 #8 AWG / 1 #8 AWG GND	CIRCUIT NO. 1 / 480V / 1 PHASE
223	2" NUCC	2 #8 AWG / 1 #8 AWG GND	CIRCUIT NO. 2 / 480V / 1 PHASE



PLAN SUBMITTAL
PS & E



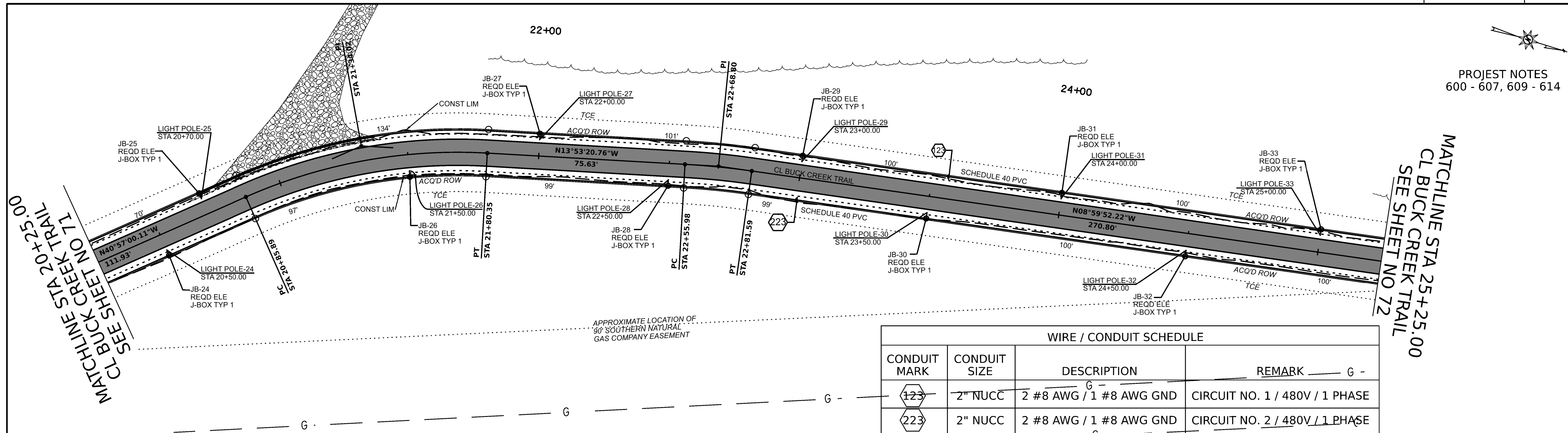
SCALE (FEET)
0 20 40

SHEET TITLE
TRAIL LIGHTING PLAN

ROUTE
BUCK CREEK TRAIL

TRAIL LIGHTING PLAN

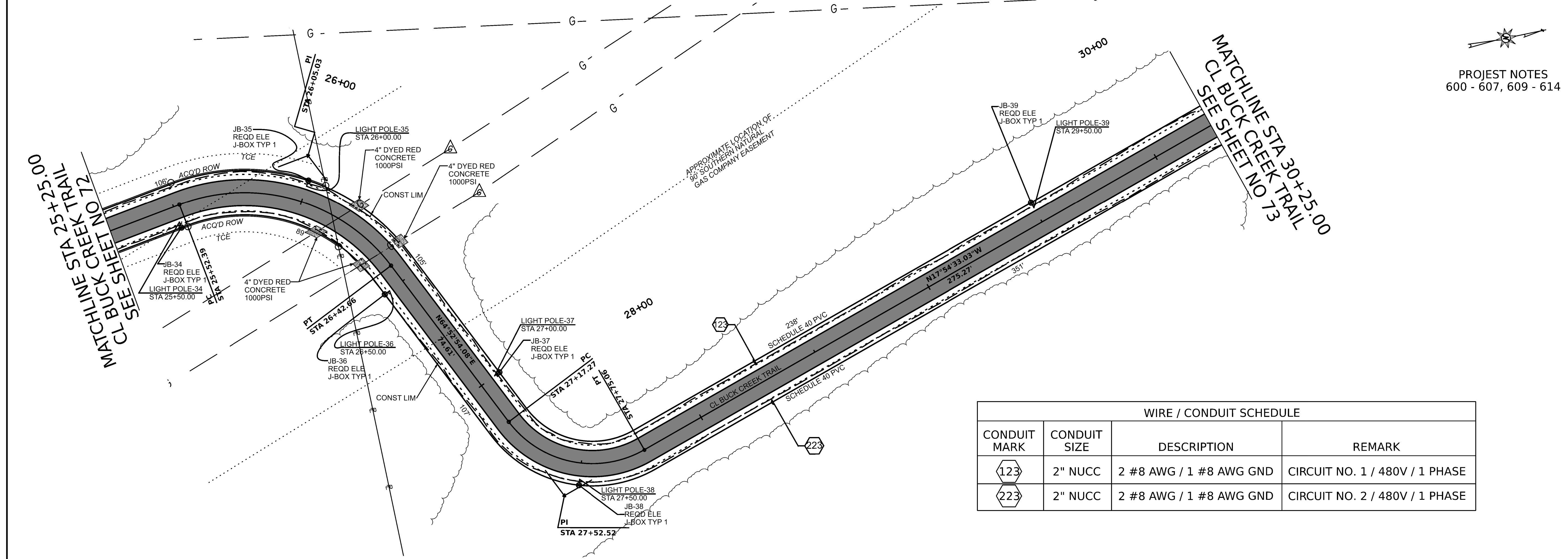
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
CMAQ-9802(930)	2024	72



PROJECT NOTES
600 - 607, 609 - 614

MATCHLINE STA 25+25.00
CL BUCK CREEK TRAIL
SEE SHEET NO 72

WIRE / CONDUIT SCHEDULE			
CONDUIT MARK	CONDUIT SIZE	DESCRIPTION	REMARK
123	2" NUCC	2 #8 AWG / 1 #8 AWG GND	CIRCUIT NO. 1 / 480V / 1 PHASE
223	2" NUCC	2 #8 AWG / 1 #8 AWG GND	CIRCUIT NO. 2 / 480V / 1 PHASE



PROJECT NOTES
600 - 607, 609 - 614

MATCHLINE STA 30+25.00
CL BUCK CREEK TRAIL
SEE SHEET NO 73

WIRE / CONDUIT SCHEDULE			
CONDUIT MARK	CONDUIT SIZE	DESCRIPTION	REMARK
123	2" NUCC	2 #8 AWG / 1 #8 AWG GND	CIRCUIT NO. 1 / 480V / 1 PHASE
223	2" NUCC	2 #8 AWG / 1 #8 AWG GND	CIRCUIT NO. 2 / 480V / 1 PHASE

DATE\$\$\$\$ TIME\$\$\$\$ \$USERS\$ \$SPENTABLESS\$ SPLTDRVSS\$



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

Name of Company: Southern Natural Gas Company, LLC

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on **Southern Natural Gas Company, LLC** (Company) right-of-way (ROW) are not intended nor do they waive or modify any rights Company may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for Company facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- Company shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on Company's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- Encroaching entity shall provide Company with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of Company's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of Company's ROW.
- Only facilities shown on drawings reviewed by Company will be approved for installation on Company's ROW. All drawing revisions that effect facilities proposed to be placed on Company's ROW must be approved by Company in writing.
- Company shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Company, incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of Company ROW. The units shall be installed per Company Standard [TYP-V-0100-B010 – Gas Detection Unit for Pipelines Located under Asphalt or Concrete Parking Areas](#).
- Any repair to surface facilities following future pipeline maintenance or repair work by Company will be at the expense of the developer or landowner.
- The depth of cover over the Company pipelines shall not be reduced nor drainage altered without Company's written approval.
- Construction of any permanent structure, building(s) or obstructions within Company pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on Company pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on Company easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to Company's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between Company pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across Company's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the Company pipeline must be evaluated by Company to ensure that a significant length of the Company line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the Company pipeline with less than two (2) feet of clearance must be evaluated by Company to ensure that additional support is not necessary to prevent settling on top of the Company natural gas pipeline.
- A foreign pipeline shall cross Company facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to Company pipeline within Company easement without written permission of Company.
- The foreign utility should be advised that Company maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with Company's. At the request of Company, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The Company Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and Company. All costs associated with the correction of cathodic protection problems on Company pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10-feet on either side of the crossing unless otherwise requested by the Company CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the Company ROW.
- No power poles, light standards, etc. shall be installed on Company easement.

Construction

- Contractors shall be advised of Company's requirements and be contractually obligated to comply.
- The continued integrity of Company's pipelines and the safety of all individuals in the area of proposed work near Company's facilities are of the utmost importance. Therefore, contractor must meet with Company representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **Company's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all Company transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A Company representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- Company will not allow pipelines to remain exposed overnight without consent of Company designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A Company representative shall do all line locating. A Company representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by Company representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to Company at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Company's work site representative. Any Contractor schedule changes shall be provided to Company immediately.
- Heavy equipment will not be allowed to operate directly over Company pipelines or in Company ROW unless written approval is obtained from Company. Heavy equipment shall only be allowed to cross Company pipelines at locations designated by Company. Contractor shall comply with all precautionary measures required by Company to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the Company ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to Company's facility.
- A Company representative shall be on-site to monitor any construction activities within 25-feet of a Company pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a Company representative being on site. Only hand excavation shall be permitted within a minimum of 18-inches (refer to state specific rules/regulations regarding any additional clearance requirements) of Company pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within 10-feet of Company facility unless Company representative is present.
- Temporary support of any exposed Company pipeline by Contractor may be necessary if required by Company's on-site representative. Backfill below the exposed lines and 12-inches above the lines shall be replaced with sand or other selected material as approved by Company's on-site representative and thoroughly compacted in 12-inches lifts to 95% of standard proctor dry density minimum or as approved by Company's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- No blasting shall be allowed within 1000-feet of Company's facilities unless blasting notification is given to Company including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Company shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500-feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to Company's facilities as a result of their activities whether or not Company representatives are present. Company shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300-feet of Company's facilities unless blasting notification is given to Company a minimum of one week before blasting. (*Note: covered above*) Company shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by Company in addition to meeting requirements for 500-feet and 1000-feet being met above. A written emergency plan shall be provided by the organization responsible for blasting. (*Note: covered above*)

- **Any** contact with any Company facility, pipeline, valve set, etc. shall be reported immediately to Company. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- Company personnel shall install all test leads on Company facilities.
- Burning of trash, brush, etc. is not permitted within the Company ROW.

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.

Item #20.



RESOLUTION 072224-S

REJECTING ALL BIDS RECEIVED FOR THE CITY OF ALABASTER ATHLETIC FIELDS LANDSCAPING PROJECT

WHEREAS, the City of Alabaster received bids on Thursday, June 27, 2024 at 2:00 PM in accordance with the City of Alabaster Purchasing procedure; and

WHEREAS, the bids received were as follows:

Company	Total Base Bid	Alternate	Total Bid
Wyndham Landscape	\$201,303.75	\$28,000	\$229,303.75
SuperiorScape	\$222,532.30	\$30,800.00	\$253,332.30
La Vida Landscapes	\$164,980.17	\$40/yard	variable

and;

WHEREAS, all bids were evaluated by the architect in conjunction with the City of Alabaster management and it was determined that the bids received were unreasonable and exceeded the City of Alabaster’s available project budget.

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

1. The City Council of the City of Alabaster does hereby reject all bids received for the Athletic Fields Landscaping for Peanut Davenport Field and Larry Simmons Stadium, within the City of Alabaster.
2. The City of Alabaster will evaluate alternative solutions and adjust scope to rebid in the future.

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____:



RESOLUTION 072224

RESOLUTION OF REVOCATION OF BUSINESS LICENSE OF NICHOLAS WHITFIELD D/B/A NICK'S AUTO REPAIR, LLC

WHEREAS, the Alabaster Police Department requested that the City Council consider the revocation of the business license of Nicholas Whitfield d/b/a Nick’s Auto Repair, LLC, located at 8601 Hwy 119 due to alleged criminal activity associated with the business, thus creating a and

WHEREAS, Section 8-37 of the *Alabaster Code of Ordinances (2015)* set the procedure for the consideration by the council to revoke a business license, and

WHEREAS, as its regular council meeting of the Alabaster City Council on July 22, 2024 at 6:30 at the municipal administrative building located at 1953 Municipal Way, Alabaster, Alabama, 35173, a public hearing was held and evidence was presented that the business may be involved in illegal activity

WHEREAS, each person who spoke to the Council at the hearing gave evidence either for or against the revocation of the license, and summary of their statements will appear in the official minutes of the City Council.

NOW, THEREFORE, Be It Resolved as follows on the basis of the hearing held and evidence received from the public:

1. The City Council hereby finds it more probable than not that the licensee, his agent, servant, or employee under color of such license has violated, aided or abet in violating or knowingly permits or suffers to be violated the criminal law of the state of Alabama.
2. The license to do business issued by the City of Alabaster to Nicholas Whitfield d/b/a Nick’s Auto Repair, LLC is hereby REVOKED effective immediately, and no refund shall be issued for the remainder of the license year.
3. The city attorney is hereby authorized, in consultation with the Mayor, to take all steps necessary up to and including filing for legal and equitable relief to enjoin the business from operating and to clear the property and allow citizens to retrieve property under appropriate supervision.

ADOPTED AND APPROVED THIS 22nd DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____:



RESOLUTION 072224

RESOLUTION OF REVOCATION OF BUSINESS LICENSE OF NICHOLAS WHITFIELD D/B/A NICK'S AUTO REPAIR, LLC

WHEREAS, the Alabaster Police Department requested that the City Council consider the revocation of the business license of Nicholas Whitfield d/b/a Nick’s Auto Repair, LLC, located at 8601 Hwy 119 due to alleged criminal activity associated with the business, thus creating a and

WHEREAS, Section 8-37 of the *Alabaster Code of Ordinances (2015)* set the procedure for the consideration by the council to revoke a business license, and

WHEREAS, as its regular council meeting of the Alabaster City Council on July 22, 2024 at 6:30 at the municipal administrative building located at 1953 Municipal Way, Alabaster, Alabama, 35173, a public hearing was held and evidence was presented that the business may be involved in illegal activity

WHEREAS, each person who spoke to the Council at the hearing gave evidence either for or against the revocation of the license, and summary of their statements will appear in the official minutes of the City Council.

NOW, THEREFORE, Be It Resolved as follows on the basis of the hearing held and evidence received from the public:

1. The City Council hereby does not find it more probable than not that the licensee, his agent, servant, or employee under color of such license has violated, aided or abet in violating or knowingly permits or suffers to be violated the criminal law of the state of Alabama.
2. The license to do business issued by the City of Alabaster to Nicholas Whitfield d/b/a Nick’s Auto Repair, LLC is not revoked.

ADOPTED AND APPROVED THIS 22nd DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

By: Council President Sophie Martin

APPROVED:

Scott Brakefield, Mayor

Council Member ELLIS introduced the following Resolution, which was seconded by Council Member FARELL:



RESOLUTION 070824-C

RESOLUTION SETTING HEARING ON THE REVOCATION OF BUSINESS LICENSE OF NICK'S AUTO REPAIR, LLC

WHEREAS, the Alabaster Olice Department has requested that the City Council consider the revocation of the business license of Nick's Auto Repair, LLC, located at 8601 Hwy 119 due to alleged criminal activity associated with the business, and

WHEREAS, Section 8-37 of the *Alabaster Code of Ordinances (2015)* sets for the procedure of the consideration by the council to revoke a business license, and

WHEREAS, the next regular council meeting of the Alabaster City Council is July 22, 2024 at 6:30 at the municipal administrative building located at 1953 Municipal Way, Alabaster, Alabama, 35173

WHEREAS, the City Council desires to hear all evidence offered by any party and all evidence that may be presented bearing upon the question of revocation of the business license of Nick's Auto Repair, LLC

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That a public hearing be and is hereby set for the City Council to take evidence for and against the revocation of the business license of Nick's Auto Repair, LLC at its next regularly scheduled meeting on July 22, 2024, at 6:30 PM.
2. That a copy of this resolution be served upon Nicholas James Whitfield, at the Shelby County Jail in Columbiana, Alabama.
3. That all persons having an interest herein may be present to present evidence for and against the revocation of the business license of Nick's Auto Repair, LLC.

ADOPTED AND APPROVED THIS 8th DAY OF JULY 2024.

ATTEST:

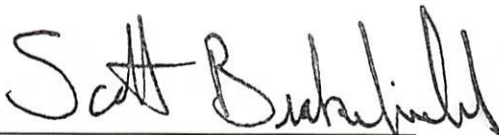



 J. Mark Frey, City Clerk

CITY OF ALABASTER


 Sophie Martin, Council President

APPROVED:


 Scott Brakefield, Mayor

July 9, 2024

I, Nick Whitfield, have received notice of a Public Hearing to be held on July 22nd, 2024 at the regularly scheduled Council Meeting at 1953 Municipal Way, Alabaster, AL regarding revocation of business license of Nick's Auto Repair, LLC. The meeting is scheduled for 6:30 pm. All persons wishing to speak will be given the opportunity to during the Public Hearing.



Officer C.J. Leslie



Officer Chuck Holcomb



Nick Whitfield