

AGENDA

CALL TO ORDER

ROLL CALL

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

AGENDA ITEMS:

1. Resolution 050823-E Authorizing Purchase of 2023 Chevy 2500 PU Truck 4WD for APD

REVIEW: Request from Police Chief Curtis Rigney to purchase one (1) 2023 Chevrolet 2500 4WD PU Truck for the Alabaster Police Department in the amount of \$49,381.50. (Resolution 050823-E Authorizing Purchase of Police Department Vehicle Purchase)

2. Creation of FTO (Field Training Officer) Pay

Request to approve FTO (Field Training Officer) pay to equal 2 additional regular hours of pay for each 12 hour shift the FTO has a new recruit (certified or non-certified) in the car for training. (Resolution 050823-A Creating Field Training Officer Pay Program for the Alabaster Police Department)

3. Review Proposed Ward Map from the Redistricting Committee

Review recommended new Ward Map as proposed by the Redistricting Committee.

4. Addendum to Video Services Agreement - AT&T to DIRECTTV

Review updated agreement formally with AT&T transferring to DIRECTTV, LLC. (Resolution 050823 Authorizing Addendum to Video Services Agreement - AT&T Alabama to DIRECTV LLC)

5. Bar Screen and Grit Removal System Upgrade

Review agreement with InSite relating to the replacement of the influent screen and grit system at the Waste Water Treatment Plant. (Resolution 050823-D Authorizing Agreement with InSite Engineering LLC - Main WWTP Influent Screen Replacement and Grit System Update)

6. Review: Professional Services Contract with Engineers of the South - Sand Filters Upgrade WWTP

Review: Professional Services contract with Engineers of the South for the replacement and upgrade of the existing sand filters at the Alabaster WWTP (Resolution 050823-C Authorizing Professional Services Contract with Engineers of the South - Sand Filters Upgrade WWTP)

7. 2023 Environmental Services yearly MWPP report to ADEM

Approval for the Municipal Water Pollution Prevention (MWPP) - Annual Report - Due to ADEM May 31, 2023. (Resolution 050823-B MWPP Annual Report)

8. Appointing Alabaster Downtown Redevelopment Board Members - Discussion

Review potential members of the new Alabaster Downtown Redevelopment Authority.

ADJOURNMENT

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>



Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20743	2023 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom	

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP
___	Compass located in instrument cluster (Included and only available with (UE1) OnStar.)	Inc.
___	Chevrolet Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)	Inc.
___	Option/package discount (Requires (PDX) Custom Value Package.) *DISCOUNT*	(\$250.00)
1CX	Custom Preferred Equipment Group includes standard equipment	\$0.00
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	\$0.00
BTV	Remote vehicle starter system (Included and only available with (PCX) Custom Convenience Package.)	Inc.
C49	Defogger, rear-window electric (Included and only available with (PCX) Custom Convenience Package.)	Inc.
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	Inc.
CMT	Gooseneck/5th Wheel Package includes (Z6A) Gooseneck/5th Wheel Prep Package (Includes (JL1) Trailer brake controller and (CGN) Chevytec spray-on bedliner.)	\$1,090.00



Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWC) trailer mirrors. Not included when (UVO) Bed View Camera is ordered and is replaced by (DRC) Partial video display rearview mirror.)	Inc.
DWC	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, manual folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCX) Custom Convenience Package. Included with (PDX) Custom Value Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00
JGF	GVWR, 10,650 lbs. (4831 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)	Inc.
JL1	Trailer brake controller, integrated (Included and only available with (PCX) Custom Convenience Package, (PDX) Custom Value package or (CMT) Gooseneck/5th Wheel Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet.)	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCX) Custom Convenience Package.)	\$225.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00
PCX	Custom Convenience Package includes (BTV) Remote Start, (C49) rear-window defogger, (UF2) bed LED cargo area lighting, (QT5) EZ Lift power lock and release tailgate and (JL1) Trailer brake controller (Included with (PDX) Custom Value Package.)	Inc.
PDX	Custom Value Package includes (PCX) Custom Convenience Package, (ZLA) Infotainment Package, (DWC) outside power-adjustable vertical trailering mirrors with heated and auto-dimming upper glass, lower convex spotter mirrors, turn signal indicators, puddle lamps, perimeter lighting and power folding/manual extending and (DD8) auto-dimming rearview mirror *GROSS*	\$1,950.00

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Data Version: 17962. Data Updated: Nov 16, 2022 6:53:00 PM PST.



Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

OPTIONS		
CODE	DESCRIPTION	MSRP
PRF	3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Required and only available with (UE1) OnStar. Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)	\$0.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCX) Custom Convenience Package.)	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Not available with (YF5) California state emissions requirements.)	\$55.00
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Included and only available with (ZLA) Infotainment Package. IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)	Inc.
UE1	OnStar and Chevrolet connected services capable (Included and only available with (ZLA) Infotainment Package. Terms and limitations apply. See onstar.com or dealer for details.) (Terms and limitations apply. See onstar.com or dealer for details.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCX) Custom Convenience Package.)	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00
VV4	Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)	Inc.
Z6A	Gooseneck/5th Wheel Prep Package Hitch platform to accept Gooseneck or 5th Wheel hitch. Includes hitch platform with tray to accept ball, stamped bed holes with removable caps installed and bed mounted 7-pin trailer harness (similar to UY2 harness). (Included and only available with (CMT) Gooseneck/5th Wheel Package.)	Inc.
ZLA	Infotainment Package includes (U2K) SiriusXM Radio and (UE1) OnStar (Included with (PDX) Custom Value Package.)	Inc.
Options Total		\$3,070.00

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Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Price Summary

PRICE SUMMARY



Invoice #

N/A

For:

2023 Chevrolet Silverado 2500 Custom Gas

Bill To:

City of Alabaster

Vin #

N/A

Item Description	Amount
MSRP	\$54,165.00
Donohoo Discount	\$100.00
Donohoo Price	\$54,065.00
Fleet Discount	\$4,700.00
Vehicle Price	\$49,365.00
Upfit	\$0.00
Vehicle Price with Upfit	\$49,365.00
Title	\$16.50
Delivery	\$0.00
Total Price	\$49,381.50

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Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,650 lbs. (4831 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine.)

Exterior

Wheels, 20" (50.8 cm) machined aluminum with Grazen Metallic painted accents, 10-spoke

Tires, LT275/65R20 all-terrain, blackwall

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Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Exterior

- Tire, spare LT275/70R18 all-terrain, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front (High gloss Black.)
- Bumper, rear (High gloss Black.)
- CornerStep, rear bumper
- BedStep, Black integrated on forward portion of bed on driver and passenger side
- Moldings, beltline, Black
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Grille (Front grille bar with "CHEVROLET" painted body color. Includes body color surround and Black mesh inserts with small Gold bowtie emblem.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- Taillamps with incandescent tail, stop and reverse lights
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
- Mirror caps, Black
- Glass, deep-tinted
- Tailgate, standard
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCX) Custom Convenience Package is ordered.)
- Tailgate, gate function manual, no EZ Lift
- Door handles, Black grained
- Hood Insulator

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
- Audio system feature, 6-speaker system
- Bluetooth for phone connectivity to vehicle infotainment system

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Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Interior

- Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)
- Cloth seat trim
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
- Floor covering, color-keyed carpeting
- Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
- Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Rear Seat Reminder
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down
- Door locks, power
- Remote Keyless Entry with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- USB ports, 2 (first row) located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Air vents, rear, heating/cooling
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

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Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Seat Belt Adjustable Guide Loops, front row only

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Memo

To: City Council
From: John Haggard, Finance Director / Treasurer
Re: Police Truck
Date: May 4, 2023

The Police Department is asking to purchase a Chevy 2500 which would be an additional vehicle to the previously budgeted and approved fleet replacements for this fiscal year.

This vehicle is being purchased under a state contract; therefore, no bid process is required.

This purchase will require a \$50,000 budget adjustment to the Police Department's capital budget for the current fiscal year.

Thanks,



John Haggard, CPA, CGFM



RESOLUTION 050823-E

ALABASTER POLICE DEPARTMENT VEHICLE PURCHASE – STATE BID LIST

WHEREAS, the Mayor and City Council wish to provide adequate and efficient equipment for our Police Department to enable them to serve our citizens, and

WHEREAS, the Police Department has the opportunity to purchase a new vehicle, from the State Bid List, that was ordered but not picked up by another municipality, and

WHEREAS, the requested purchase of a vehicle was not included in the FY23 budget and will require a budget adjustment, and

WHEREAS, the Police Department vehicle will be purchased from the State of Alabama Bid List, State Contract Number T191 (Donohoo Chevrolet) and will be paid from the General Fund.

Item	Cost
2025 Chevrolet 2500 4WD Pickup Truck (Donohoo)	\$49,381.50

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The Police Department be allowed to purchase one (1) 2023 Chevrolet 2500 4WD Pickup Truck off the State Bid List at a cost of \$49,381.50.
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 purchases.

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

ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.

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:

Tracy Worley, HR Director

Curtis Rigney, Police Chief

Council Meeting Date:

Agenda Item Description:

Creation of FTO Pay

Agenda Item Requestor:

Tracy Worley, HR Director

Summary/Background:

Request to approve FTO (Field Training Officer) pay to equal 2 additional regular hours of pay for each 12 hour shift the FTO has a new recruit (certified or non-certified) in the car for training.

Financial Impact:

(Memo from Finance Dir.)

Cost is based on each new officer hired for the training program.

Non-certified Officer – 16-week program
Estimated total cost \$3,400 (based on a corporal pay as FTO)

Certified Officer - 12-week program
Estimated total cost \$2,565 (based on a corporal pay as FTO)

Recommended Council Actions:

Attachments:

Next Steps/Schedule:

CITY OF ALABASTER ALABASTER POLICE DEPARTMENT

POLICY AND PROCEDURE

Field Training Evaluation Program

Amended: April 12, 2023

16. 1. Purpose: The purpose of this policy is to provide Officers in Training (OIT) with a uniform training program that offers a firm foundation in the job required of them.

16. 1.1 A. Definitions:

- 1) **Field Training Officer (FTO):** An experienced, dedicated, and knowledgeable patrol officer that possesses leadership skills and teaching ability entrusted to train newly hired officers, officers that have returned to patrol from a specialized assignment, and officers required to receive remedial training.
- 2) **FTO Coordinator:** The individual designated by the Chief of Police or his designee to be responsible for the administration of the Field Training Evaluation Program, usually the department Training Officer.
- 3) **Officer in Training (OIT):** Any patrol officer assigned to the Field Training Evaluation Program as a newly hired officer, an officer that has returned to patrol from a specialized assignment, or an officer required to receive remedial training.
- 4) **Field Training Evaluation Program (FTEP):** The program outlined in the New Officer Training Manual ensures that entry-level officers are properly trained and equipped, both mentally and physically, to perform the role of a patrolman with the Alabaster Police Department.
- 5) **Accelerated Field Training Evaluation Program:** A modified version of the FTEP to accommodate experienced officers making the transition from a similar outside agency to the Alabaster Police Department.
- 6) **FTO Manual:** The collection of documents, guidelines, evaluations, and rules approved by the Chief of Police established to guide and measure the success of the OIT.
- 7) **Daily Observation Report (DOR):** A daily checklist completed by the FTO that evaluates the day-to-day performance of the OIT.
- 8) **Officer Skills Mastery Checklist:** A guided weekly schedule and checklist designed to ensure that training goals in various skills, laws, policies, and procedures are met, and

individual important topics are covered during the program.

9) FTEP Day: One full day that the OIT works alongside the FTO for the purpose of training and evaluation under the program, which shall be documented on a DOR.

10) FTEP Week: One week that the OIT works alongside the FTO for the purpose of training and evaluation under the program, which shall be documented on a skills mastery checklist.

16. 1.2 B. Program Objectives:

- 1) To establish and provide a standardized format of training for entry-level officers.
- 2) To aide in the development of entry-level officers into well-rounded and capable patrol officers.
- 3) To provide remedial training to correct deficiencies in areas where individual officers are underperforming.
- 4) To provide a rating system that is fair, objective, and standardized to create a systematic approach to evaluate and document the performance of an OIT.
- 5) To provide recommendations to the Chief of Police or his or her designee regarding the performance of an OIT.
- 6) To identify and disqualify OITs who do not meet the high standards required of law enforcement officers of this agency.

16. 1.3 C. Program Length:

1) The FTEP is a sixteen-week program, during which OITs must learn and demonstrate proficiency in all areas of law enforcement. OITs with no prior police experience must complete a minimum of sixteen weeks of training and evaluation prior to being released from the FTEP, but the training period may be extended through remedial training based on the needs and / or deficiencies of the individual OIT. The policies and procedures regarding the use of remedial training are outlined later in this policy.

2) The Accelerated FTEP is a variant of the program tailored to experienced officers making the transition from another similar agency to the Alabaster Police Department, or officers returning to the patrol division from a specialized assignment. The Accelerated FTEP will last for twelve weeks. An OIT with an overall average or above average daily evaluations and with approval from the FTO coordinator, may opt to take the final exam at 10 weeks. With a score of 80% or better on the written exam, the OIT may end his/her FTEP at 10 weeks. OITs may require up to 16 weeks FTEP based on their retention of the training material and policy.

- 3) All OITs must pass the final written exam with a score of 80% or better to successfully complete the FTEP program.

16. 1.4 D. Remedial Training:

- 1) The purpose of remedial training is to spend directed training time on certain topics for an exact time period. The topic and the time needed will vary from OIT to OIT. Remedial training can be ordered at any time during the FTO program.
- 2) OITs are not guaranteed the right to a training extension. The FTO Coordinator will decide whether an OIT will be granted an extension. The decision to allow an extension will be based on a review of performance and other information available, as well as input from the FTOs and Patrol Supervisors.
- 3) Any OIT that enters a remedial contract must complete and sign a memorandum stating he or she understands that his or her employment is contingent on the success or failure of the remedial program.
- 4) Any officer that has been ordered to return to the FTEP for remedial training will also be given certain tasks to be completed during that time.

16. 1.5 E. Failure to Successfully Complete FTEP:

- 1) In the event that an OIT does not adequately respond to training, and the FTO Coordinator has determined the OIT to be unqualified to serve as a law enforcement officer with the Alabaster Police Department, the following steps must occur:
 - a) Each FTO that supervised the OIT will prepare a memorandum reflecting the OIT's strengths, weaknesses, improvement or lack thereof, and the remedial efforts undertaken. The memorandum will be forwarded to the FTO coordinator and the Patrol Lieutenant on the shift to which the OIT is currently assigned.
 - b) The FTO coordinator and Patrol Lieutenant will review all documentation.
 - c) The Patrol Lieutenant would then forward all documentation to the Chief of Police for review. The Chief of Police will determine the next steps in the disciplinary process.
 - d) The FTO Coordinator and/or Patrol Lieutenant may request additional documentation from other members of the patrol division as needed.

16. 1.6 F. Storage of Documentation:

- 1) Documentation of the FTEP will be kept and maintained by the FTO Coordinator. The FTO Coordinator will either store the FTO Manual, complete with all DORs, Skills

Mastery Checklists, memorandums, forms, documents, etc., in an electronic format, or as a hardcopy. All documentation will be stored in the training office, or a secure location designated by the FTO Coordinator.

16. 2. DOCUMENTATION- Daily Observation Report (DOR):

1) DORs are the most critical part of the FTEP, as they establish unbiased, objective assessments of the OIT's progress, including illuminating the OIT's strengths and weaknesses.

a) The DOR should be read and signed by the OIT each day before the OIT leaves his or her shift unless the shift supervisor grants an approval for a delay.

b) The only authorized rating standards are the Standardized Evaluation Guidelines (SEGs) outlined in the FTO Manual.

2) FTO Duties Related to the DOR:

a) Complete DOR by the end of the shift OIT was scheduled to work.

b) Rate the OIT's performance based strictly on the SEGs outlined in the FTO Manual. It would be helpful to have the SEGs open while filling out the DOR to use as a guideline.

c) Sign the DOR.

d) Review the DOR with the OIT, taking time to explain strengths and weaknesses.

e) Forward the DOR to a patrol Sergeant of the assigned shift for review.

3) OIT Duties Related to the DOR:

a) Review and sign the DOR.

b) In the event that the OIT does not agree with a DOR, the OIT will consult with the FTO Coordinator.

4) Patrol Sergeant Duties Related to the DOR:

a) Review and sign the DOR.

b) Forward the DOR to the FTO Coordinator.

c) Conduct weekly reviews of the DORs to determine if any deficiencies are

occurring.

d) Forward the completed FTO book to the Patrol Lieutenant for a final review.

16. 2.2 B. Skills Mastery Checklist:

1) The Skills Mastery Checklist is used to document all training that is required throughout the FTEP. The Skills Mastery Checklist will also serve as a progression schedule to ensure that each necessary skill is mastered prior to the completion of the FTEP. Each topic that is addressed will be dated and initialed by the FTO. The following method is to be used:

a) Trained: The date upon which the FTO explained the topic to the OIT, and instructed the OIT what his or her response should be.

b) Tested: The date upon which the OIT explained the topic back to the FTO and demonstrated proficiency in responding to that particular topic.

2) At the end of each week, the FTO will go over the Skills Mastery Checklist with the OIT and determine if the OIT is deficient in any areas. Any deficiencies will be reported to the Patrol Supervisor.

16. 2.3 C. Report Writing / Forms Checklist:

1) The Report Writing Checklist documents each type of report that must be completed, if encountered, by the OIT during the FTEP.

2) The FTO will review each report completed by the OIT and enter the date and case number, if applicable, in the corresponding blank on the form.

3) In the event that the OIT does not get the opportunity to respond to one of the types of incidents listed in the checklist, the FTO will create a scenario or use a generic report and have the OIT complete a report on the fictitious incident.

4) The OIT should always list his or her FTO in the report as an assisting officer.

5) The Report Writing / Forms Checklist will not be signed by the OIT or FTO until the final report is completed.

16. 2.4 D. End of Phase Evaluations:

1) The End of Phase Evaluations are used to ensure that the OIT is progressing in the prescribed manner and that the OIT is prepared to advance to the next phase of his / her training. This evaluation should be completed at the end of each phase.

2) FTO Duties for End of Phase Evaluations:

- a) Complete at the end of each phase;
- b) Objectively identify OIT's strengths and weaknesses;
- c) Review the evaluation with the OIT;
- d) Recommend advancement or remedial training;
- e) Forward to the patrol supervisor.

3) OIT Duties for End of Phase Evaluations:

- a) Review and sign;
- b) In the event the OIT does not agree with the evaluation, the OIT should consult the FTO Coordinator.
- c) End of phase written exam to build knowledge for the final comprehensive examination.

4) Patrol Supervisor Duties for End of Phase Evaluations:

- a) Meet with the OIT and FTO to discuss the previous training phase. The supervisor should discuss the performance of the OIT with the OIT's next Patrol Supervisor, noting any recommendations for training;
- b) Enter remarks relating to the End of Phase Evaluation on the document;
- c) Conduct a review of the average rating of the OIT toward the end of phase three. Any categories that the OIT is not averaging a rating of four or higher should be reported to the FTO Coordinator;
- d) Approve and sign;
- e) Forward to the FTO Coordinator.

16. 2.5 E. Remedial Training Sheet:

1) Used to denote areas in which an OIT is deficient, needs improvement, and / is not responding to training.

- 2) Should be completed by an FTO any time an OIT requires additional training beyond what is outlined in the program.
- 3) Should list specific areas for improvement, the training to be administered, and the desired results of such training.
- 4) The Patrol Lieutenant shall be advised by the FTO Coordinator in writing of any remedial training that is being conducted.

16. 2.6 F. Comprehensive Exam:

- 1) A comprehensive final written exam will be administered during the last week of FTEP. This may be administered at the end of week 10 for officers in the accelerated FTEP that meet the criteria listed in section 16.1.3.C.2. The OIT must score an 80% or higher on this exam to successfully complete the FTEP. The purpose of the comprehensive exam is to test and evaluate the OIT's ability to retain knowledge that has been learned through the FTEP.
- 2) If an OIT fails the written comprehensive examination, he/she will be provided a second opportunity to take the test on their next working shift. If he/she fails the second attempt, the OIT will continue in the FTEP for 7 working shifts. After one week, he/she will be provided with an opportunity to test for a 3rd time. If he/she fails, the FTO coordinator will notify in writing, the patrol Lieutenant of the OIT's test scores and DOR results for the FTEP. The patrol Lieutenant will forward all information to the Chief of Police for review to determine appropriate action regarding the OIT.

16. 2.7 G. FTO Critique Form:

- 1) Used to generate feedback on the FTEP and help evaluate FTOs to ensure that the FTO staff maintains a high level of skill, performance, and interest.
- 2) OITs should critique all FTOs who train them. A separate critique should be filled out on each FTO at the end of each phase.
- 3) The FTOs should use the critiques as valuable constructive criticism to assist in developing positive instructional techniques.
- 4) The OIT will submit the critique to the FTO Coordinator.

16. 3. Selection Criteria:

To be considered for an FTO position, an FTO candidate meet the following criteria:

- 1) The FTO candidate must be off probation, with at least two years of patrol experience and at least one year with the Alabaster Police Department
- 2) The FTO candidate must be in good standing with the department, having had no disciplinary action within the last twelve calendar months preceding appointment.
- 3) The FTO candidate must submit a letter of interest through the chain of command;
- 4) The FTO candidate must be willing to commit to a minimum of one (1) year of service as a FTO as a condition of selection.
- 5) Final determination of appointment to the FTO program will be made by the Chief of Police or his designee.

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

Item 2.



RESOLUTION 050823-A

AUTHORIZING CREATION OF FIELD TRAINING OFFICER PAY

WHEREAS, pursuant to the Civil Service Act for the City of Alabaster, Alabama the City Council must adopt any modifications to job classifications and pay grade assignments; and

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to authorize FTO Pay equal two (2) additional regular hours of pay for each twelve (12) hour shift the FTO has a new recruit (certified or non-certified) in the car for training; and

WHEREAS, this resolution authorizes FTO Pay for officers that are providing new recruits with vital Officer In Training (OIT) to ensure a firm foundation in the job required of them within the Police Department of the City of Alabaster; and

WHEREAS, the cost for this program is based on additional pay for each new officer hired for training as follows:

- Non-certified Officer – 16-week program
- Certified Officer - 12-week program

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize the Human Resources Director to create the FTO Pay and reflect this classification plan within the pay grade assignments for the City of Alabaster Police Department.

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

PASSED, ADOPTED, AND APPROVED THIS 8TH DAY OF MAY 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

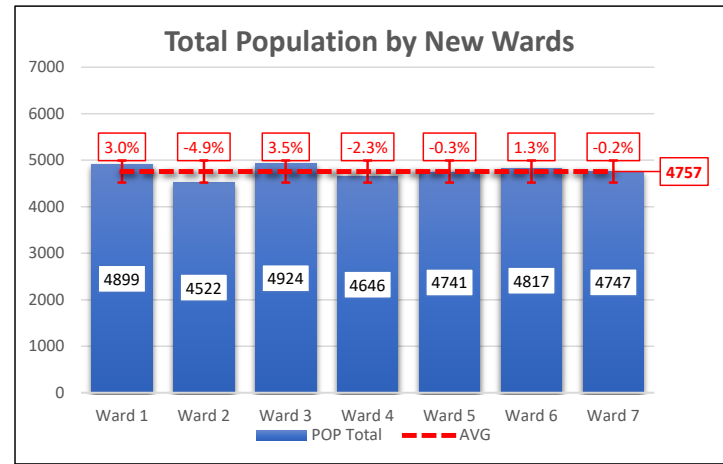
Scott Brakefield, Mayor

NEW WARDS

Ward	Population
Ward 1	4899
Ward 2	4522
Ward 3	4924
Ward 4	4646
Ward 5	4741
Ward 6	4817
Ward 7	4747
Grand Total	33296

WARD	POP Total	AVG	DIFF from AVG	% from AVG
Ward 1	4899	4757	142	3.0%
Ward 2	4522	4757	-235	-4.9%
Ward 3	4924	4757	167	3.5%
Ward 4	4646	4757	-111	-2.3%
Ward 5	4741	4757	-16	-0.3%
Ward 6	4817	4757	60	1.3%
Ward 7	4747	4757	-10	-0.2%

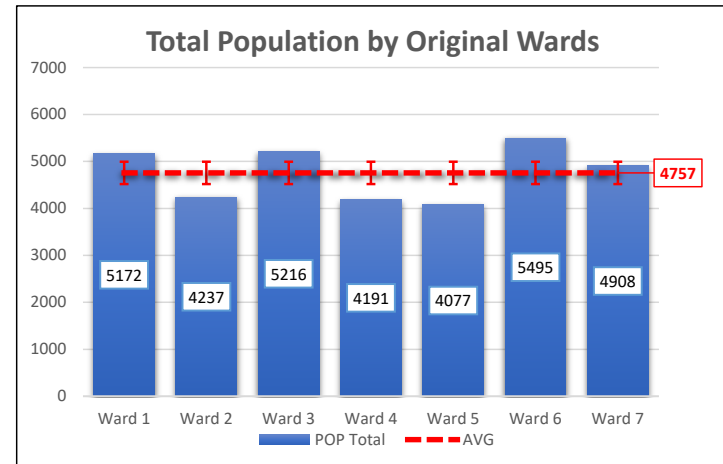
AVERAGE:	4757
MAX POP:	4994
MIN POP:	4520
5% of AVERAGE:	238

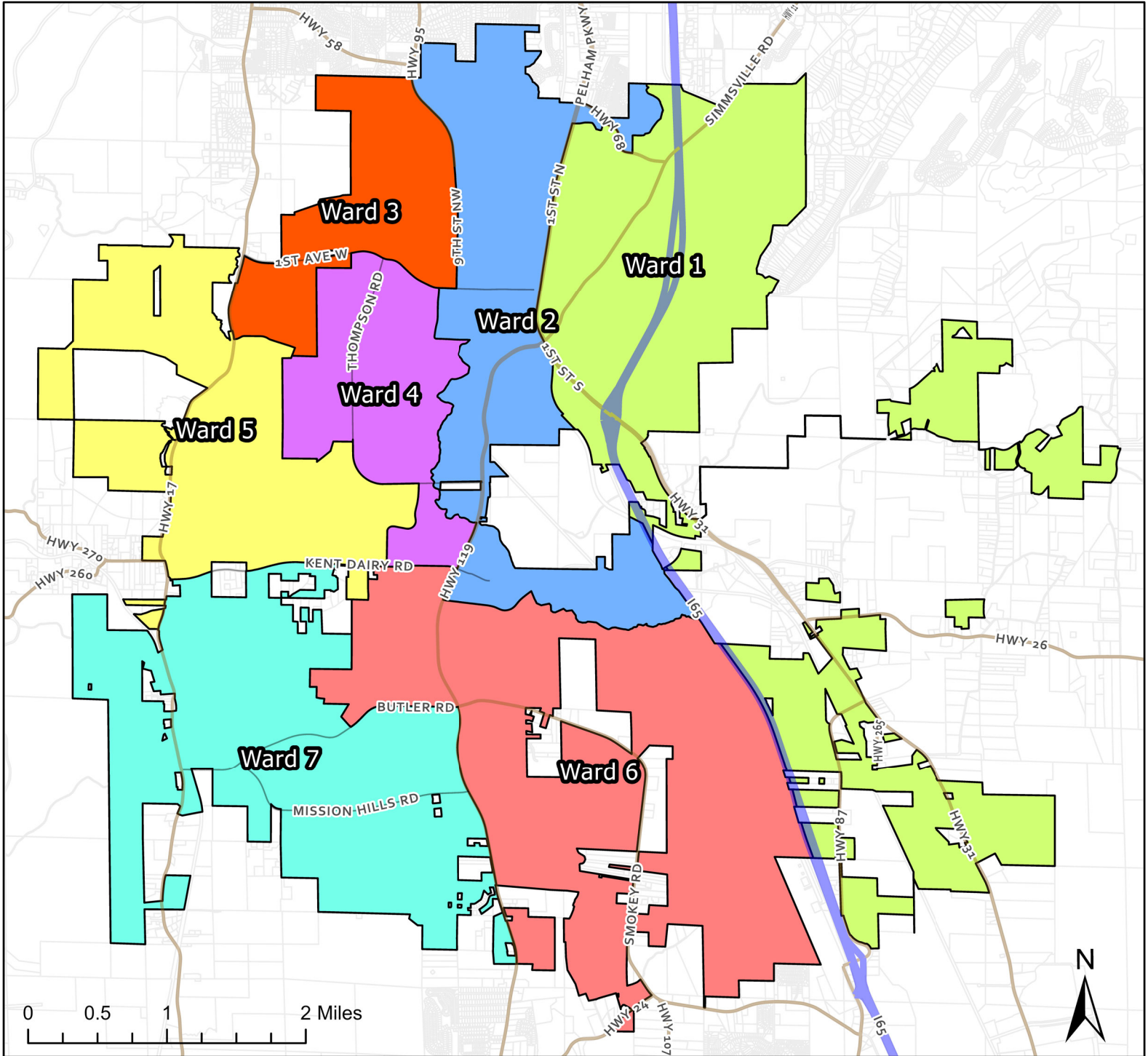


ORIGINAL WARDS

Ward	Population
Ward 1	5172
Ward 2	4237
Ward 3	5216
Ward 4	4191
Ward 5	4077
Ward 6	5495
Ward 7	4908
Grand Total	33296

WARD	POP Total	AVG	DIFF from AVG	% from AVG
Ward 1	5172	4757	415	8.73%
Ward 2	4237	4757	-520	-10.92%
Ward 3	5216	4757	459	9.66%
Ward 4	4191	4757	-566	-11.89%
Ward 5	4077	4757	-680	-14.29%
Ward 6	5495	4757	738	15.52%
Ward 7	4908	4757	151	3.18%



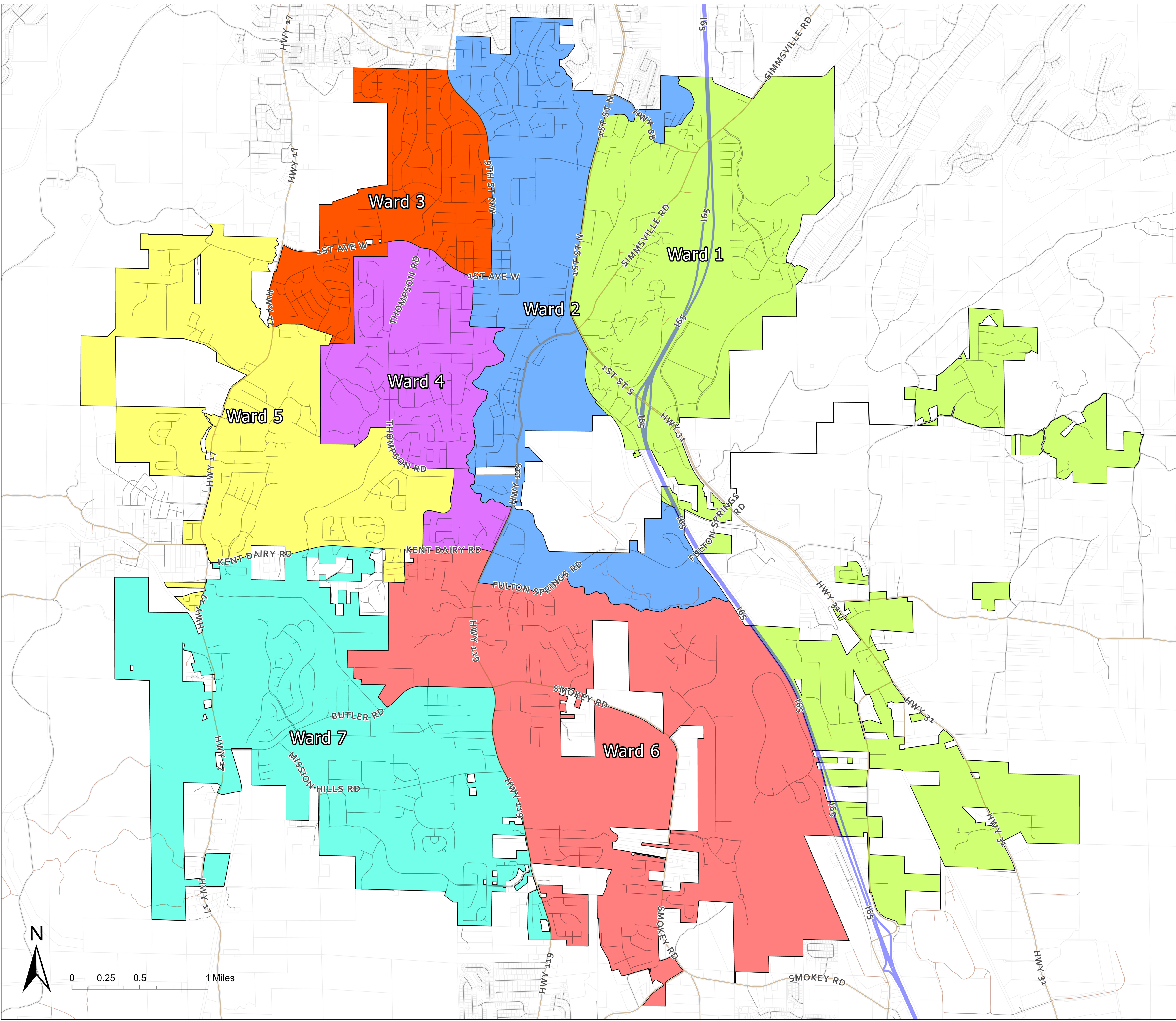


Ward

-  Ward 1
-  Ward 2
-  Ward 3
-  Ward 4
-  Ward 5
-  Ward 6
-  Ward 7



Ward Redistricting 2023 (Based on Census 2020 Population Data)

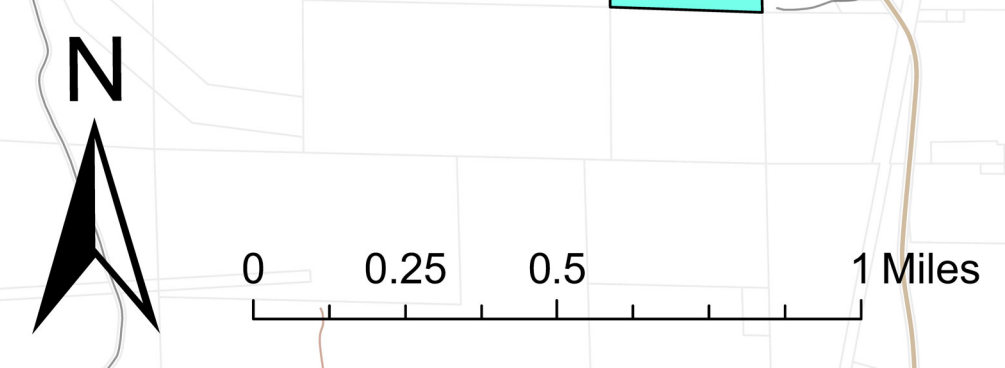


Ward

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7

Streets

- Interstate
- State or County Highway
- City Street
- Private or Access Road



Prepared by: Elizabeth Czerw
Updated: 4/25/2023

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Ward Redistricting 2023 (Based on Census 2020 Population Data)

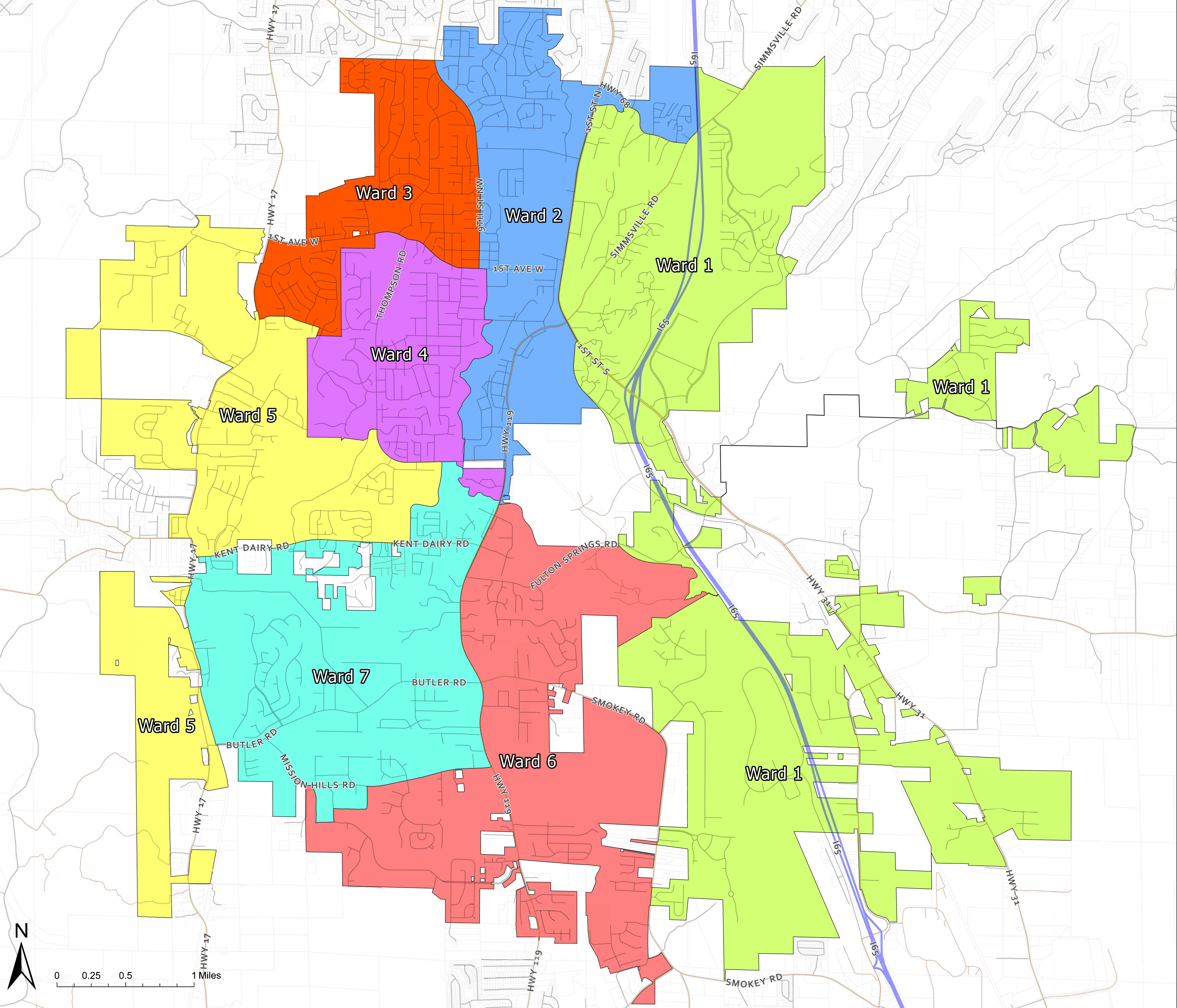
Version #1

Ward

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7

Streets

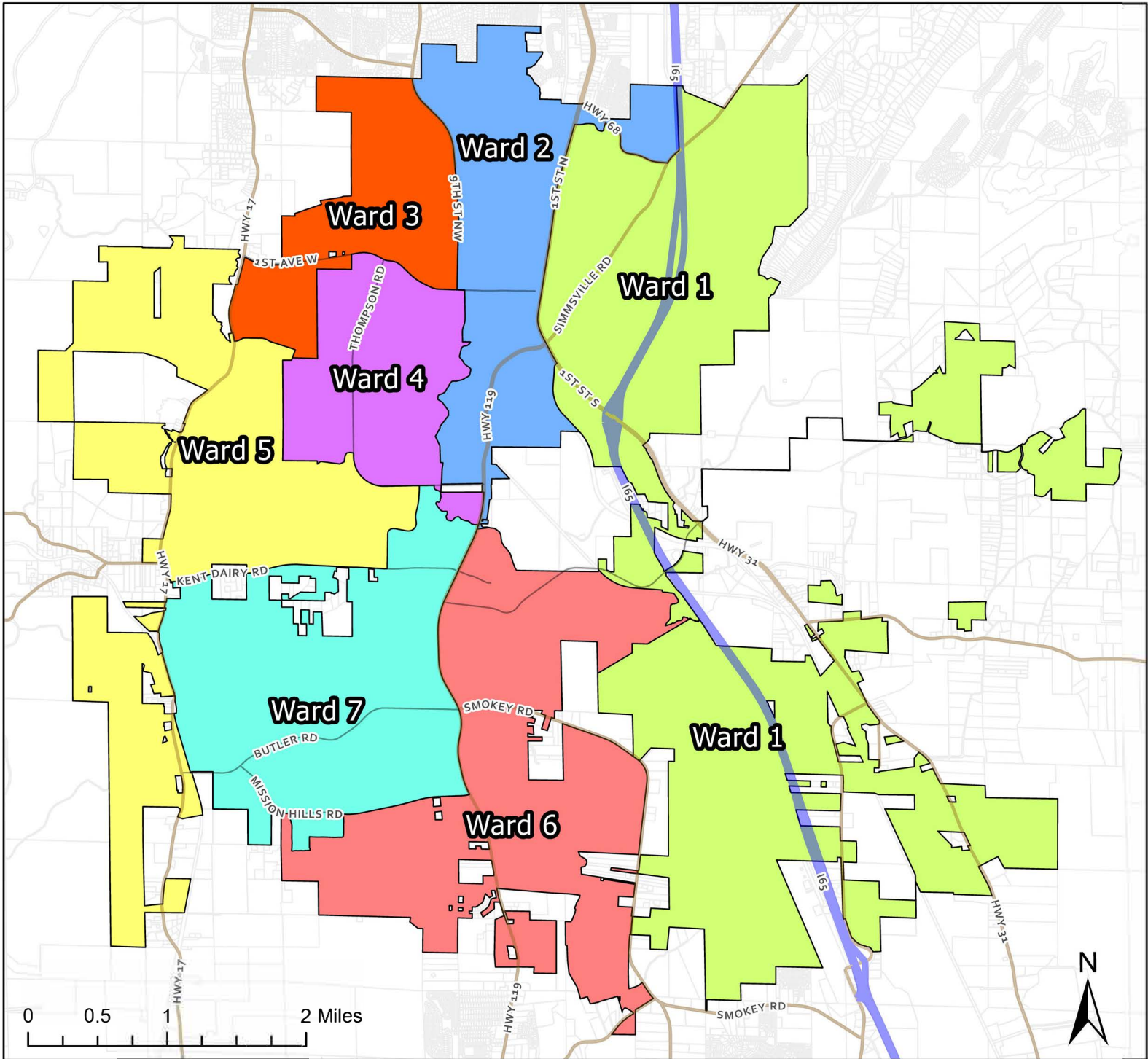
- Interstate
- State or County Highway
- City Street
- Private or Access Road



Prepared by: Elizabeth Czerw
Updated: 4/25/2023

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Version #1



Ward

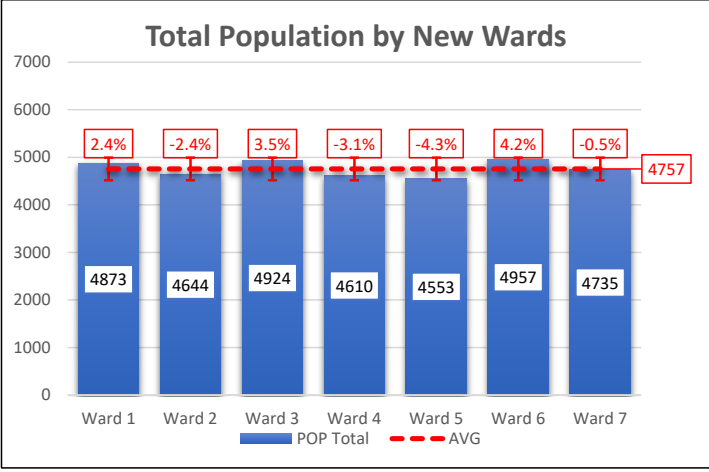
- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7

NEW WARDS (version 1)

Ward	Population
Ward 1	4873
Ward 2	4644
Ward 3	4924
Ward 4	4610
Ward 5	4553
Ward 6	4957
Ward 7	4735
Grand Total	33296

WARD	POP Total	AVG	DIFF from AVG	% from AVG
Ward 1	4873	4757	116	2.4%
Ward 2	4644	4757	-113	-2.4%
Ward 3	4924	4757	167	3.5%
Ward 4	4610	4757	-147	-3.1%
Ward 5	4553	4757	-204	-4.3%
Ward 6	4957	4757	200	4.2%
Ward 7	4735	4757	-22	-0.5%

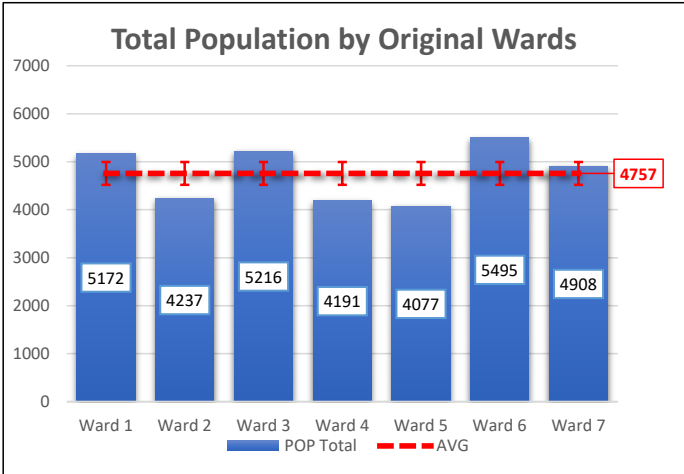
AVERAGE:	4757
MAX POP:	4994
MIN POP:	4520
5% of AVERAGE:	238



ORIGINAL WARDS

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Ward 4	4191	4757	-566	-11.89%
Ward 5	4077	4757	-680	-14.29%
Ward 6	5495	4757	738	15.52%
Ward 7	4908	4757	151	3.18%



ADDENDUM TO VIDEO SERVICES AGREEMENT

THIS ADDENDUM TO VIDEO SERVICES AGREEMENT ("Addendum") is made on this _____ day of _____, 2023, by and between DIRECTV, LLC ("DIRECTV") and the City of Alabaster, Alabama ("City").

RECITALS

WHEREAS on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama") completed the transfer of its interest in the Video Services Agreement ("Agreement") with the City regarding the provision of the U-verse IPTV video service to an affiliate, DIRECTV; and

WHEREAS the initial Agreement with the City was entered on November 26, 2013 for a term expiring December 31, 2023, but allows for extending the Agreement upon written mutual request of the parties; and

WHEREAS the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

WHEREAS DIRECTV and the City of Alabaster desire to make one other modification to the terms of the Agreement, which is fully set forth herein below and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement through December 31, 2027.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIRECTV and the City of Alabaster agree as follows:

1. Paragraph 2 of the Agreement is hereby amended and acknowledged to read as follows:

Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2027. The term may be extended upon mutual agreement of the parties in writing.

2. The "Notices" paragraph of the Agreement is amended by changing the address for AT&T Alabama to the following:

DIRECTV
Legal/External Affairs
2260 E. Imperial Hwy.
El Segundo, CA 90245

e-mail: scott.alexander@directv.com

3. Unless amended by the terms of this Addendum, all other terms and conditions of the Agreement, shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the Agreement conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the Agreement.
4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.

IN WITNESS WHEREOF, DIRECTV and the City of Alabaster have caused this Addendum to be duly executed on their behalf by their duly authorized representative, as of the date first above written.

(Signature page immediately follows)

DIRECTV, LLC (DIRECTV)

Printed Name: Scott J. Alexander

Title: Senior Director, External Affairs

Signature: _____

Date: _____

City of Alabaster Alabama

Printed Name: _____

Title: _____

Signature: _____

Date: _____

ATTEST

Name: _____

Title: _____

Date: _____

AGREEMENT

THIS AGREEMENT (“Agreement”) dated November 26, 2013 (“Effective Date”) is made by and between BellSouth Telecommunications, LLC, d/b/a AT&T Alabama (“AT&T Alabama” or “Provider”), a Georgia corporation, and the City of Alabaster, Alabama, a municipal corporation (“City”). AT&T Alabama and City shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, as a telephone corporation, AT&T Alabama asserts that it has a statewide franchise under Alabama Code Section 23-1-85 (1975), its predecessors, and by operation of law, to construct, operate and maintain its telecommunications facilities in the public rights of way (“ROW”) throughout the state of Alabama without having to obtain a local franchise or pay franchise fees. This assertion by AT&T Alabama is supported by the opinion of the Alabama Attorney General Opinion 2008-021 issued to Representative Greg Canfield; and

WHEREAS, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which AT&T Alabama asserts is a switched, two-way, point-to-point and interactive service (“IP-enabled Video Service”). The IP Network upgrade will involve the use of the City’s ROW.

WHEREAS, the City believes that the system and services that AT&T will use in the City to provide IP-enabled Video Service are “Cable Services” as defined in 47 U.S.C. 522 (6) and are subject to Title VI of the Communications Act of 1934, as amended (“Title VI”) and AT&T disagrees; and

WHEREAS, the Parties, without determining whether the system or services that AT&T will use in the City to provide IP-enabled Video Service are subject to Title VI or Alabama Law, desire to enter into this Agreement, which the Parties, in good faith, intend to be binding as a matter of contract between them and believe is in accord with such obligations as might be imposed by Title VI, Alabama law and the Ordinances of the City, if and to the extent such are applicable; and

WHEREAS, both Parties agree that the deployment of the IP Network and the provision of IP-enabled Video Service should not be delayed by possible litigation and that it is in the best interests of both Parties and the residents of the City to reach a compromise of each other’s positions and claims;

WHEREAS, the Parties recognize and acknowledge that their positions differ regarding the jurisdiction of the City to require AT&T to enter into an agreement before it may occupy or use the public way to upgrade its existing telecommunications network and provide broadband products and services, including Competitive Video Service, to the citizens of the City. However, the Parties voluntarily enter into this Agreement to avoid litigation and delay. Furthermore, it is the understanding of the Parties that AT&T specifically reserves its right as a “telephone company,” and thus, a “transportation company” under Alabama law to access the

ROW, including, without limitation, its rights under the Alabama Code, to deploy optical fiber and associated network facilities in its existing telecommunications network to provide products and services to its customers. In addition, the Parties acknowledge and agree that by entering into this Agreement the City reserves all rights it may have to regulate AT&T's use of the ROW to the maximum extent permissible under the law and the City does not, in any way, waive or surrender any of its regulatory rights in the ROW by virtue of executing this Agreement.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Alabama agree as follows.

1. Requirements. The City and AT&T hereby execute a Competitive Video Services Agreement for the provision of IP-Enabled Video Service. IP-Enabled Video Service is a switched, two-way point-to-point interactive video service provided by AT&T Alabama over its wireline network. Unless preempted by state or federal law, during the term of this Agreement so long as the terms of this Agreement remain enforceable, the City will not attempt to nor subject the provision of AT&T's IP-enabled Video Service to regulation except under the terms of this Agreement. For the reasons set forth herein, the parties agree to enter into this agreement for the exclusive and limited purpose of addressing the provision by AT&T of wireline video service within the City. The execution of this Agreement does not affect AT&T's statewide franchise granted under Section 23-1-85 of the Code of Alabama or its predecessors.

1.1 AT&T agrees that it must locate its IP Video Service equipment in the ROW so as not to cause unreasonable interference with the rights of the traveling public on public rights of way, not to unreasonably limit the visibility of vehicular and/or pedestrian traffic, and not to cause unreasonable interference with the rights, if any, of property owners who adjoin any of the said streets, alleys or other public ways.

1.2 AT&T shall comply with the lawful application of all applicable provisions of the Code of Ordinances of the City, state and federal law with respect to the location of AT&T's IP Video Service equipment and facilities in the ROW. If the location selected by AT&T for a specific IP Video Service cabinet raises a reasonable public health, safety, and welfare concern, the City and AT&T agree to work together to identify alternative locations, if available, to satisfy any technical specifications or limitations of the facilities or equipment to be placed in the ROW and that are acceptable to the City.

1.3 AT&T shall comply with the same terms and conditions as are applicable under its existing authorizations for AT&T's facilities and equipment in the ROW with respect to all work involved in the construction, maintenance, repair and upgrade of the IP Network. Nothing in this Agreement shall in any way reduce or expand the City's authority over the ROW to the maximum extent permitted by law.

1.4 The City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T's existing telecommunications infrastructure consistent with applicable provisions of the City Ordinances, rules and regulations, state and federal law.

1.5 In accordance with the City Ordinances, rules and regulations, the City agrees to process any and all applicable permits for the installation and construction of IP Video Service facilities in a timely and prompt manner consistent with reasonable Municipal practices. City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

1.6 With respect to the IP Network of AT&T located in the ROW and utilized to provide IP-enabled Video Service:

a. All construction practices for IP Video Service facilities shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended.

b. All installation of electronic IP Video Service equipment shall be installed in accordance with the provisions of the National Electrical Safety Code of the National Bureau of Standards and National Electrical Code of the National Board of Fire Underwriters.

c. All of AT&T's IP Network equipment and facilities shall be installed, located, erected, constructed, reconstructed, replaced, or removed in accordance with good engineering practices. All such work must be performed so as not to unreasonably interfere with road improvements the City may deem appropriate to make, or unreasonably hinder or obstruct the rights of the traveling public. Nothing in this Section shall be construed to limit AT&T's rights to access and make use of its own or general utility easements in accordance with the terms of such easements so long as such use is consistent with applicable law.

d. AT&T shall at all times employ ordinary care and shall use commonly accepted methods and devices.

e. AT&T shall to the extent applicable, comply with the provisions of the City Ordinances, rules and regulations regarding tree trimming on public rights of way.

2. Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2023. The term may be extended upon mutual agreement of the Parties in writing.

3. Compensation to City.

3.1 During the term of this Agreement, AT&T Alabama shall pay to City a fee equal to 5% of the Gross Revenues derived from the provision of AT&T's IP-Enabled Video Service, which fee shall be paid quarterly. AT&T will remit this fee pursuant to this Agreement irrespective of the classification of this service under the Communications Act. Such fees shall be paid to the City within 45 days after the end of the preceding quarter for which payment is made. AT&T may designate that portion of the subscriber's bill attributable to fees imposed pursuant to this Agreement and recover such amount from the subscriber as a separate line item of the bill. Any fees paid to the City pursuant to this Agreement shall be in lieu of any franchise, business, privilege, or similar fees or taxes.

3.2 Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. In the event that a Video Service Fee payment or other sum due is not received by the City on or before the date due, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the legal rate of interest set forth in Alabama Code Section 8-8-1.

The City shall have the right to audit any such payment for a period of six (6) years, and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

3.3 Gross revenues shall mean all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by AT&T from the provision of AT&T's IP-Enabled Video Service within the City.

3.4 The term Gross Revenues shall include the following:

a. All charges and subscription fees paid by subscribers for the provision of AT&T's IP-Enabled Video Service, including fees attributable to AT&T's IP-Enabled Video Service when sold individually or as part of a package or bundle, or functionally integrated, with services other than the AT&T's IP-Enabled Video Service;

b. All revenue derived from the Provider's Service pursuant to compensation arrangements for advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales derived from the operation of the Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Provider may make to advertisers) shall not be deducted from advertising revenue included in Gross Revenues. The allocation of advertising and home shopping revenue shall be based on the number of subscribers in the Municipality divided by the total number of subscribers in relation to the relevant region or national compensation arrangement; and

c. All revenue collected by the Provider, arising from or attributable to the provision of Service by the Provider within the Municipality including, but not limited to: fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; installation and re-connection fees; converter rentals and/or sales; video service fees; late fees; wire maintenance revenue associated with stand-alone AT&T IP-Enabled Video Service; upgrade, downgrade or other change-in-service fees.

3.5 For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in Gross Revenues in the period collected;
 - (b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
 - (c) Except as provided for in Section 3.4(c) any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a Federal, State, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes, and utility user taxes;
 - (d) revenue from the sale or rental of capital assets to non-subscribers;
- or
- (e) any revenues received by AT&T for the provision of information services, or the provision of directory or Internet advertising (including yellow pages, white pages, banner advertisement, and electronic publishing).

4. Public, Educational and Governmental Programming.

4.1 AT&T shall, at City's request, provide capacity for the City's public, educational and governmental ("PEG") programming through AT&T's IP-enabled Video Service, including sufficient bandwidth capacity to carry PEG channels required by the City. The City may be required to support a change in or addition to current City equipment now in use for PEG programming to make it compatible with AT&T's IP-enabled video technology. AT&T's obligation herein will begin when its IP-enabled Video Service subscribers in the Service Area reach one thousand (1000) subscribers or eighteen (18) months after the Effective Date, whichever comes first.

Any operation of any PEG access channel by City shall be the responsibility of City, and AT&T Alabama's only obligation, if any, is the responsibility for the transmission of such channel. The City will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Service. City may use a provider of its choosing, including self-provisioning, to deliver PEG content to AT&T's designated connection point, provided that the bandwidth and streaming specifications are followed.

4.2 AT&T shall pay the City a PEG fee determined in City's sole discretion, which fee shall not exceed one percent of AT&T's Gross Revenues as defined by paragraph (2) of this Agreement for PEG and institutional network support. The City shall provide AT&T written

notice forty-five (45) days in advance of the date on which it seeks to start collecting the fee setting forth the percentage it seeks to collect. All fees paid to the City under this section shall be paid in accordance with 47 U.S.C. Sections 531 (a) (4) (B) and may be used by the City as allowed by federal law; further, the PEG fee shall not be offset, deducted or chargeable as a credit against video fee payments required by section 3 of this Agreement. Payments made for PEG and institutional network support shall be collected and paid in the same manner as outlined in Section 3 of this Agreement.

4.3 If technically and economically feasible, AT&T Alabama will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

4.4. AT&T must, collectively with all other video providers, provide the City free of charge one (1) basic installation and monthly service to each public school, municipal government building, fire building, police building, and library building that is passed by AT&T's system. No more than one (1) provider shall provide the service required by this Section 4.4 to any given location. The City will confer with all providers and determine the assignments in a reasonable manner. AT&T shall not seek to offset recurring costs associated with the requirements of this Section against the fees due under Section 3.1 of this Agreement, nor shall AT&T impose such costs on the schools or institutions receiving such free installations and service. AT&T shall offset any non-recurring installation and non-recurring repair of service charges provided pursuant to this section against any fees due under Section 3 of this Agreement. Such charges shall not exceed the installation charge applicable to residential customers or, at such time as a business product is available, to business customers.

5. Emergency Message. AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

6. Customer Service Standards. AT&T Alabama shall comply with the customer service requirements set forth in 47 C.F.R. Section 76.309(c), as may be amended from time to time. The requirements of 47 C.F.R. 76.309(c) are set forth below, but are intended to be identical to the federal law and shall be deemed automatically amended should 47 C.F.R. 76.309(c) be amended.

6.1 AT&T will maintain a local, toll-free or collect call telephone access line that will be available to subscribers to its IP-enabled Video Services twenty-four (24) hours a day, seven days a week. Trained AT&T representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day, except for service interruptions.

6.2 Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.

These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. AT&T will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards described in this Section unless an historical record of complaints indicates a clear failure to comply.

6.3 Under normal operating conditions, an AT&T customer will receive a busy signal less than three (3) percent of the time.

6.4 AT&T customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

6.5 Under normal operating conditions, each of the following four standards related to installations, outages and service calls will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

a. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

b. Excluding conditions beyond the control of AT&T, AT&T will begin working on "service interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. AT&T must begin actions to correct other service problems the next business day after notification of the service problem.

c. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (AT&T may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

d. AT&T may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

e. If an AT&T representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

6.6 Refund checks will be issued promptly, but no later than either (i) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (ii) the return of the equipment supplied by AT&T if service is terminated.

6.7 Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

6.8 The following definitions shall apply to the terms listed below, as such terms are used in this Section 6:

a. “Normal business hours” means those hours during which most similar businesses in the City are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

b. “Normal operating conditions” means those service conditions that are within the control of AT&T. Those conditions that are not within the control of AT&T include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions that are ordinarily within the control of AT&T include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the IP Network.

c. “Service interruption,” means the loss of picture or sound on one or more IP-enabled Video Service channels.

7. Removal. Upon abandonment, AT&T Alabama will, at the City's written request and within a reasonable amount of time, remove from the City rights-of-way any visible equipment that AT&T Alabama used exclusively for video services.

8. Insurance.

8.1 General Liability. AT&T shall maintain, through the term of this Agreement, adequate proof of self-insurance or Commercial General Liability Insurance using carriers authorized in the State of Alabama and maintaining a Best rating of at least A-IV. Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, and shall include as an Additional Insureds the City, and its officers, boards, Commissions, City Council, elected and appointed officials, agents and employees. Such insurance shall be in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate covering bodily injury, including death, and property damage. If AT&T employs independent contractors, AT&T shall insure that these contractors maintain appropriate levels of insurance and that the City is named as an additional insured under each liability policy.

8.2 Automobile Liability. AT&T shall maintain during the term of this Agreement Comprehensive Automobile Liability insurance with a limit of Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury, including death, and property damage covering owned, non-owned and hired automobiles used in conjunction with its operations under this Agreement. Such insurance shall include the City as an Additional Insured.

8.3 Workers' Compensation. AT&T shall maintain, during the course of this Agreement, Workers' Compensation coverage as prescribed by the laws of the State of Alabama and Employer's Liability coverage in an amount of not less than One Million Dollars (\$1,000,000) per accident, \$1 million per disease, per employee and \$1 million per disease, aggregate.

8.4 Evidence of Insurance. On or prior to the Effective Date of this Agreement, AT&T shall furnish to the City Certificates of Insurance upon each policy renewal evidencing all of the aforementioned types and limits of insurance to be in effect.

8.5 Self-Insurance. AT&T maintains the option, at the Effective Date of this Agreement and at any time throughout the term of this Agreement, to self-insure any or all of the types and/or limits of insurance coverage described in this Section 8 and shall provide the City with a statement certifying such self-insurance, which self-insurance must be approved by the City.

8.6 Maintenance of Insurance Policies. The liability insurance policies required under this Section shall be maintained by AT&T through the term of this Agreement. Each policy of insurance shall provide that it not be cancelled without at least thirty (30) days' written notice to the City.

8.7 Alteration of Minimum Limits. The City may, following the Effective Date, increase the minimum limitation(s) of the self-insurance or insurance policy(ies) required under this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Birmingham Metropolitan Statistical Area as of the Effective Date.

8.8 No Limit of Liability. The legal liability of AT&T to the City and any person for any of the matters that are the subject of the insurance policy(ies) required by this Section, shall not be limited by said insurance policy(ies) or by the recovery of any amounts thereunder.

8.9 Certificate of Insurance. AT&T shall furnish or have its insurer furnish to the City Certificates of Insurance for all the coverage described above, from companies acceptable to the City, properly executed by an authorized representative of the insurer authorized to do business in the State of Alabama. Certificates shall include the City as an additional insured and all policies shall waive rights of subrogation in favor of the City, and contain a provision that coverage afforded under the policies will not be cancelled, unless insurers have provided at least thirty (30) days prior written notice has been given to the City. All notices or certificates shall be delivered to the City Clerk of the City of Alabaster at 201 1st Street North, Alabaster, Alabama 35007. All deductibles under said policy shall be the sole responsibility of the provider.

9. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days.

10. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall, prior to any court action, make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of a mediator when such discussions have failed.

11. Non-discrimination. AT&T Alabama shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which the group resides.

12. Indemnification.

12.1 In the event that the incumbent video service provider(s) in the City files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T agrees to pay the full amount of any judgment or award issued by a court against the City as a result of entering into this Agreement or any settlement negotiated by AT&T with respect to the claim and all other expenses incurred by the City, including attorneys' fees and costs related to the resolution of the claim. AT&T's obligation to pay excludes an incumbent cable service provider's costs, interests and attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T in any settlement agreement

12.2 With respect to AT&T's indemnity obligations set forth above, AT&T shall provide the defense of any claims brought against the City by selecting counsel of AT&T's choice to defend the claim, subject to the consent of the City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the City from cooperating with AT&T and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with the City, AT&T shall have the right to defend, settle or compromise any claim or action arising hereunder at its sole cost, and AT&T shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the City, AT&T shall not settle the dispute without the City's consent, which consent shall not be unreasonably withheld.

12.3 AT&T shall not be responsible for the acts of negligence or willful misconduct or breaches of obligation committed by the City. AT&T shall not be required to indemnify the City for the above acts of the City, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Honorable Marty B. Handlon, Mayor
City of Alabaster
201 1st Street North
Alabaster , Alabama 35007

If to AT&T Alabama:

AT&T Alabama
 General Counsel – Alabama
 Suite 28A2
 600 19th Street N
 Birmingham, AL 35203

14. Compliance with Laws. AT&T shall comply with all applicable federal, state and local laws during the term of this Agreement, to the extent such laws apply to AT&T and to its obligations under this Agreement.

15. Privacy. AT&T shall comply with all applicable federal (47 U.S.C. § 551), state and local privacy laws during the term of this Agreement, to the extent such laws apply to AT&T and its obligations under this Agreement.

16. Taxes. Nothing contained in this Agreement shall be construed to exempt AT&T's IP-enabled Video Service from any tax, levy or assessment which is or may later be properly authorized by law; provided any tax, levy or assessment on any AT&T product is equally applicable to all other businesses in the City.

17. Employment. AT&T hereby agrees that it shall not refuse to hire or employ, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment, because of age, race, creed, color, national origin, handicap, religious faith or sex.

18. Books and Records; City's Right of Inspection and Audit

18.1 AT&T shall maintain books of account and records adequate to enable AT&T to demonstrate that it is in compliance with the obligation to pay the fees described in Section 3.1 and Section 4.2 of this Agreement with respect to IP-enabled Video Service. AT&T shall also maintain books and records to demonstrate AT&T's compliance with all other terms of this Agreement. AT&T shall not be required to maintain books and records for compliance purposes under this Agreement for a period longer than six (6) years.

18.2. The City shall have the right to audit AT&T within six (6) years from which the fee payment was due. The City may re-compute any amounts determined to be payable in satisfaction of the fees described in Section 3 and 4 of this Agreement with respect to IP-enabled Video Service. Any additional and valid amount due the City as a result of the audit shall be paid by AT&T within thirty (30) days after AT&T receives a written notice from the City. The notice that the City sends to AT&T shall include a copy of the audit report. The City may not retain any person or entity for compensation that is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

18.3 In the event that payment of any valid fees described in Section 3.1 of this Agreement with respect to IP-enabled Video Service that has been recomputed pursuant to Section 19.2 above is not made on or before the expiration of thirty (30) days following written

notice by the City, AT&T shall be charged and shall pay, in addition to the amount due, interest on the amount due equal to the prevailing prime rate plus two hundred (200) basis points of interest compounded daily from the due date for payment of the recomputed amount until paid in full. The prevailing prime rate shall be the prime rate of the Regions Bank of Birmingham, Alabama.

18.4 Upon reasonable notice to AT&T, the City or its designated representative shall have the right to examine books and records directly related to AT&T's compliance with its obligations under this Agreement, including the fees described in Section 3 and 4 of this Agreement. The City shall have no right to examine any aspect of the books and records that does not directly relate to AT&T's obligations under this Agreement.

18.5 City acknowledges that some of the records which may be provided by AT&T may be classified as confidential and therefore may subject AT&T to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by AT&T which are not required to be made public pursuant to applicable laws.

19. Furnishing of Information. Each Party shall cooperate to make available or cause to be made available information requested by the other Party relating to this Agreement and each Party's obligations under this Agreement to the extent such information may be requested in writing by a Party and is in the possession or the control of the other Party. Any disputes between the Parties as to any information requested pursuant to this Section shall be subject to the dispute resolution process described in Section 10 of this Agreement.

20. Termination and Revocation of this Agreement. A verified and continuing pattern of noncompliance with any material provision of this Agreement shall constitute a material breach of this Agreement. This Agreement may be revoked, after a full due process hearing, by a simple majority vote of the City Council upon the recommendation of the Municipality, for a material breach of this Agreement after giving AT&T thirty (30) days notice in writing of intention to revoke such Agreement, unless such violation is corrected during the period of notice, or unless AT&T has made a reasonable attempt to correct the violation during that time and is unable to correct such violation despite such reasonable attempts.

20.1 In addition to all other rights, powers, or remedies pertaining to the City in connection with this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of AT&T's under this Agreement if any of the following events shall occur and not be cured in a timely manner.

a. Substantial failure on more than one occasion to comply with any material provision of this Agreement or any other local, state, or Federal law or regulation of a nature such as to prevent AT&T from carrying out all of the terms of this Agreement for a period of more than one (1) month.

b. AT&T does not pay any portion of the fees, payments, or contributions required under this Agreement, when due and payable.

c. Any material representation or warranty made by AT&T in connection with this Agreement shall be false in any material respect when made.

d. AT&T shall violate any other material covenant, agreement or condition of this Agreement and such violation shall not have been corrected, within such reasonable period of time to cure as granted to AT&T by the City pursuant to the provisions of this Agreement.

e. AT&T attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the City or upon subscribers.

21. Inspection Rights.

21.1 The City shall have the right to inspect, upon reasonable prior written notice, and at its expense, all construction and installation work performed by AT&T of IP Video Service-specific facilities on the public rights-of-way as it shall find necessary to ensure compliance with a specified permit. Any such inspection shall be solely for the benefit of the City.

22. Amendment of this Agreement.

22.1 This Agreement may be amended or modified only by a written instrument executed by both Parties or as otherwise provided by law or the occurrence of any condition stated herein.

22.2 Except as provided below, the Parties agree to consult in the event that any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either the City or AT&T, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the ruling, provides written notice to the other Party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate this Agreement on the provision of thirty (30) days' written notice.

22.3 In addition to the rights set forth in above, either AT&T or the City shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days' notice to the other Party, if (a) AT&T concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically or financially consistent with AT&T's business objectives; (b) Title VI obligations or any similar obligations are imposed on AT&T's IP-enabled Video Service; or (c) a change in state or federal law permits the City to obtain greater compensation from AT&T than the compensation provided for under the terms of this Agreement.

23. Assignment

23.1 AT&T may not assign or transfer this Agreement or any interest therein, without the prior consent of the Municipality, which consent shall not be unreasonably withheld or delayed.

23.2 A change in the actual working control of AT&T shall be considered a transfer and shall not take place without the prior written consent of the City. Such consent shall not be unreasonably withheld or delayed.

23.3 Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of AT&T in this Agreement or the system in order to secure indebtedness.

23.4 Any request for consent to a transfer of this Agreement or change in control of AT&T shall be handled by the City in accordance with applicable federal and state law.

23.5 In the event of a transfer of this Agreement the transferee or assignee must agree, in writing, to be bound by the terms of this Agreement subject to applicable law.

24. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T Alabama regarding the subject matter hereof.

25. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

26. Miscellaneous.

26.1 AT&T Alabama and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

26.2 The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

26.3 AT&T Alabama and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

26.4 Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

27. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

28. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

29. Compliance with this Agreement. AT&T shall not be excused from complying with any of the terms, conditions, and provisions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms, conditions or provisions.

30. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference.

31. AT&T and the City agree not to challenge the legality of any provision in this Agreement, or any future amendments as agreed by the parties, irrespective of any changes in the law applicable to video service providers.

32. Choice of Laws. This Agreement shall be construed and interpreted according to the laws of the State of Alabama, and shall be enforced in the Birmingham Division of the Circuit Court of Jefferson County, Alabama, or in the United States District Court for the Northern District of Alabama.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 26th day of NOVEMBER, 2013.

AT&T Alabama

By: *Fred McCallum, Jr.*
Name: Fred McCallum, Jr.
Title: President – AT&T Alabama

State of Alabama)
County of JEFFERSON)

Sworn to and subscribed before me this 3rd day of December, 2013.

Martina H. Swartz SEAL
NOTARY PUBLIC

My Commission Expires: 5-19-2016

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CITY OF ALABASTER

By: *Marty B. Handlon*
Name: Marty B. Handlon
Title: Mayor

Attest: *George Henry*
George Henry
City manager / Clerk

State of Alabama)
County of Shelby)

Sworn to and subscribed before me this 26th day of November, 2013.



Juvia Blazquez SEAL
NOTARY PUBLIC

My Commission Expires: My Commission Expires Feb 2, 2014

1090191

Council Member _____ introduced the following Resolution, which was seconded Item 4.
Council Member _____.



RESOLUTION 050823

AUTHORIZING ADDENDUM TO VIDEO SERVICES AGREEMENT

WHEREAS, the City Council of the City of Alabaster, Alabama, has determined that it is both wise and expedient to authorize an addendum to the Video Services Agreement originally entered on November 26, 2013, but allows for extension upon written mutual request of the parties; and

WHEREAS, on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) completed the transfer of its interest in the Video Services Agreement (“Agreement”) with the City regarding the provision of the U-verse IPTV video service to an affiliate, DIRECTV; and

WHEREAS, the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement attached (Exhibit A).

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 agreement.

ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

ADDENDUM TO VIDEO SERVICES AGREEMENT

THIS ADDENDUM TO VIDEO SERVICES AGREEMENT ("Addendum") is made on this 8th day of May, 2023, by and between DIRECTV, LLC ("DIRECTV") and the City of Alabaster, Alabama ("City").

RECITALS

WHEREAS on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama") completed the transfer of its interest in the Video Services Agreement ("Agreement") with the City regarding the provision of the U-verse IPTV video service to an affiliate, DIRECTV; and

WHEREAS the initial Agreement with the City was entered on November 26, 2013 for a term expiring December 31, 2023, but allows for extending the Agreement upon written mutual request of the parties; and

WHEREAS the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

WHEREAS DIRECTV and the City of Alabaster desire to make one other modification to the terms of the Agreement, which is fully set forth herein below and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement through December 31, 2027.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIRECTV and the City of Alabaster agree as follows:

1. Paragraph 2 of the Agreement is hereby amended and acknowledged to read as follows:

Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2027. The term may be extended upon mutual agreement of the parties in writing.

2. The "Notices" paragraph of the Agreement is amended by changing the address for AT&T Alabama to the following:

DIRECTV
Legal/External Affairs
2260 E. Imperial Hwy.
El Segundo, CA 90245

e-mail: scott.alexander@directv.com

3. Unless amended by the terms of this Addendum, all other terms and conditions of the Agreement, shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the Agreement conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the Agreement.

4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.

IN WITNESS WHEREOF, DIRECTV and the City of Alabaster have caused this Addendum to be duly executed on their behalf by their duly authorized representative, as of the date first above written.

(Signature page immediately follows)

DIRECTV, LLC (DIRECTV)

Printed Name: Scott J. Alexander

Title: Senior Director, External Affairs

Signature: _____

Date: _____

City of Alabaster Alabama

Printed Name: _____

Title: _____

Signature: _____

Date: _____

ATTEST

Name: _____

Title: _____

Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR

WWTP Influent Screen Replacement and Grit System Update

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

The City of Alabaster, Alabama (“Owner”)

and Insite Engineering LLC (“Engineer”)

Engineer agrees to provide the services described below to Owner for Main WWTP Influent Screen Replacement and Grit System Update (“Project”).

Description of Engineer’s Services: Work will include necessary field verification and surveying of site Civil, Electrical, and Structural Bid plans and specifications in coordination with survey data for 25 MGD Screen and Replacement Grit System Parts Replacement. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
 - 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A.			
1.	A Lump Sum amount of \$	1,500	Field Verification Measurements and Levels
2.	A Lump Sum amount of \$	64,800	Civil / Mechanical Design, Specifications, and Permits
3.	A Lump Sum amount of \$	20,500	Electrical Design / Specifications
4.	A Lump Sum amount of	16,500	Structural Design / Permit
5.	A Lump Sum amount of \$	4,000	Bidding and Contracting Period Services.
6.	A hourly amount (Est) \$	48,500	Construction Administration and Inspection Services For up to 120 Days (4 months of Construction)
7.	Reimb Expenses (Cost Plus 15%)	3,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.

Total Contract Amount \$ 159,300

B.

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Alabaster, Alabama

ENGINEER: InSite Engineering, LLC

By:

By:



Title:

Title: President

Date Signed:

Date Signed:

4/22/23

License or Certificate No. and State

CA #2736 E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



SCHEDULE OF FEES

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Overtime is billed at 1.5 times these rates. Legal preparation and testimony are billed at 2.5 times these rates. Rates are subject to be updated once annually.

Classification	Rate/Hour
Principal Engineer	\$180.00
Sr. Professional Engineer	\$150.00
Professional Engineer	\$120.00
Engineer Intern	\$100.00
GIS/IT Engineer	\$100.00
GIS/IT Technician	\$95.00
Sr. Civil Designer	\$135.00
Civil Designer	\$100.00
CADD Technician	\$75.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$70.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
Automobile Travel	<i>Current IRS Rate</i>
Other travel and subsistence expenses	<i>Cost + 15%</i>
Subconsultant Services	<i>Cost + 15%</i>
Agency Review Fees	<i>Cost + 15%</i>
Outside Printing and Plotting Fees	<i>Cost + 15%</i>
Other Reimbursable Expenses	<i>Cost + 15%</i>

In-House Printing and Plotting Fees:

24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
24" x 36" Color Prints/Plots	\$16.00/sheet
12" x 18" Color Prints/Plots	\$8.00/sheet
8.5" x 11" Color Prints/Plots	\$0.45/page
Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective February 1, 2023
 (Replaces Schedule of Fees dated January 1, 2022)

APPENDIX 2
to
EJCDC E-520 Short Form of Agreement
Between Owner and Engineer
for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Design Period Services (Lump Sum)

Field Verification

Surveyor / Engineer will provide measurements to verify size, depths, type, etc. onto existing site survey and map, Critical Elevations of all necessary components.

Drawings and Specifications

Plans and Specifications for this phase may include the following:

- Civil and Mechanical Design and Specifications (include screen selection, site design, piping, cross overs, elevations, sections, etc.)
- Structural Design and Specifications (include design of an expanded channel / etc. for a new screen, Wall thickness, steel requirements, etc. capable of 25 MGD and replacement of grit parts / items.)
- Electrical Engineering Design / Specifications (Include review of current loads, current operations, new size, etc.) NOTE: Does not include the design of new switchgear or a new generator in the event that the generator is too small to operate pumping station)
- Review of DMR and Flows
- Specifications and Material Selection
- Other necessary rehabilitation methods as required

Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for work, the following items will need to be provided by the City of Alabaster:

1. Assistance is utility locations
2. Any covered, stuck, or buried manholes or valve boxes.
3. Note of Any additional items that are not currently in the field or standard required (marking, reflectors, etc

4. Bidding and Contracting Period Services (Lump Sum)
- A. During the Bid Period, the ENGINEER shall:
- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
 - ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
 - iii. Host a pre-bid meeting at the Owner's facility, If Required.
 - iv. Respond to questions from Bidders and issue formal addenda, if required.
 - v. Host a public bid opening at the Owner's facility.
 - vi. Prepare a Certified Bid Tabulation of all bids received.
 - vii. Make a written Recommendation of Award to the Owner.
 - viii. Prepare contracts for execution for by Owner and Contractor
5. Construction Period and Resident Observation Services (Lump Sum – 120 Day Construction Period)
- A. During the Construction Period, the ENGINEER shall:
- i. Prepare Contract Documents in triplicate for execution by all parties.
 - ii. Attend pre-construction meetings.
 - iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.
 - iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
 - v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
 - vi. Provide resident project observation as required.
 - vii. Prepare as-built drawings based on contractor mark-ups.
 - viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project

site, or approval of Contractor's means and methods of construction.

6. Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services.

7. Additional Services

All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: May 8, 2023

Agenda Item Description: Professional Services Agreement not to exceed \$159,300 with Insite Engineering for upgrading our Bar Screen and Grit Removal System. The contract is for Survey, Design and Construction Inspection.

Agenda Item Requestor: Fred Hawkins

Our Bar Screen and Grit Removal System are in need of replacement. This contract will replace / upgrade these facilities while providing increased hydraulic capacity for future growth. This is part of our capital budget and bond issuance.

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

Item 5.



RESOLUTION 050823-D

**A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
WITH INSITE ENGINEERING LLC
FOR MAIN WWTP INFLUENT SCREEN REPLACEMENT AND GRIT SYSTEM UPDATE**

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter a professional services agreement with InSite Engineering, LLC for Main Waste Water Treatment Plant (WWTP) Influent Screen Replacement and Grit System Update; and

WHEREAS, said Work will include necessary field verification and surveying of site Civil, Electrical, and Structural Bid plans and specifications in coordination with survey data for 25 MGD Screen and Replacement Grit System Parts Replacement; and

WHEREAS, said project will include bidding and contracting period services, Construction Administration with resident observation and inspection services.; and

WHEREAS, Contract #3 will include the following:

• A Lump Sum amount of	\$1,500	Field Verification Measurements and Levels
• A Lump Sum amount of	\$64,800	Civil / Mechanical Design, Specifications, and Permits
• A Lump Sum amount of	\$20,500	Electrical Design / Specifications
• A Lump Sum amount of	\$16,500	Structural Design / Permit
• A Lump Sum amount of	\$4,000	Bidding and Contracting Period Services.
• An hourly amount (Est)	\$48,500	Construction Administration & Inspection Services For up to 120 Days (4 months of Construction)
• Reimb Expenses (Cost Plus 15%)	\$3,500	Reimbursables: Printing, Plotting, Mileage, Etc.
Total Contract Amount	\$159,300	

and;

WHEREAS, Agreement will not exceed **\$159,300** (see attached Exhibit “A”) and will be paid from the Sewer Fund.

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.

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

ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and
Issued and Published Jointly by



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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN COUNCIL OF ENGINEERING COMPANIES
AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR WWTP Influent Screen Replacement and Grit System Update

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
The City of Alabaster, Alabama (“Owner”) and
Insite Engineering LLC (“Engineer”) Engineer agrees to provide the services described below to Owner for
Main WWTP Influent Screen Replacement and Grit System Update (“Project”).

Description of Engineer’s Services: Work will include necessary field verification and surveying of site Civil, Electrical, and Structural Bid plans and specifications in coordination with survey data for 25 MGD Screen and Replacement Grit System Parts Replacement. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
 - 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

2 of 4
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

9.01 Payment (Lump Sum Basis)

A.			
1.	A Lump Sum amount of \$	1,500	Field Verification Measurements and Levels
2.	A Lump Sum amount of \$	64,800	Civil / Mechanical Design, Specifications, and Permits
3.	A Lump Sum amount of \$	20,500	Electrical Design / Specifications
4.	A Lump Sum amount of	16,500	Structural Design / Permit
5.	A Lump Sum amount of \$	4,000	Bidding and Contracting Period Services.
6.	A hourly amount (Est) \$	48,500	Construction Administration and Inspection Services For up to 120 Days (4 months of Construction)
7.	Reimb Expenses (Cost Plus 15%)	3,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
Total Contract Amount \$		159,300	_____
B.			

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Alabaster, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By:  _____

Title: _____

Title: President

Date Signed: _____

Date Signed: 4/22/23

License or Certificate No. and State CA #2736 E

Address for giving notices:

Address for giving notices:
5800 Feldspar Way
Hoover, Alabama 35244

Memo

To: City Council
From: John Haggard, Finance Director / Treasurer
Re: Influent Screen Upgrade
Date: May 3, 2023

The Sewer Department is requesting to sign a contract with Insite Engineers to upgrade influent screens at the plant.

This is a professional service and is therefore not subject to bid law.

The sewer fund has \$4.9M of budget for FY 2023 for capital purchases. Therefore, no budget adjustment is required.

Thanks,



John Haggard, CPA, CGFM

April 25, 2023

Mr. Fred Hawkins, PE
Director of Building, Engineering & Environmental Services
1953 Municipal Way
Alabaster, AL 35007

Re: Alabaster WWTP – Filter Improvements

Dear Fred:

Engineers of the South, LLC (EOS) is pleased to provide the City of Alabaster with this proposal for engineering services. This project consists of improving the existing equipment and increasing the capacity of the filtration equipment at the existing Alabaster Wastewater Treatment Plant (WWTP). This project will improve the reliability, capacity and efficiency of the tertiary filtration process operations.

The general concept discussed with the City includes:

- Replacing the existing sand filters with disk filters
- Installing the new disk filters inside the existing concrete structures of the sand filters
- Increasing capacity of the existing sand Filter #1 (old side = currently rated at 3.0 mgd) to match the capacity of the existing sand Filter #2 (new side = currently rated at 4.6 mgd). The goal is to provide redundant trains of equal capacity. Each disk filter will be sized for a peak flow of 14 mgd (28 mgd peak flow total).
- Provide hydraulic review of existing pipe from the existing Clarifiers #1 and #2 to the existing Filter #1. If necessary, recommend replacement of the pipe as needed to increase the flow capacity through Filter #1 to meet the desired capacity.
- Review the condition of the effluent launders and weirs in Clarifiers #1 and #2. Recommend and include replacement, if needed.
- Review the feasibility of adding rapid mix and flocculation within the existing filter structure(s) to improve the chemical mixing and filter performance. Provide guidance, recommendations and design of these features, if desired.
- Electrical upgrades or improvements as required to service the project.

This proposal specifically excludes:

- Electrical improvements beyond the new filter equipment.
- SCADA improvements of any kind. All SCADA improvements shall be by Owner.
- FEMA or US Corps of Engineers permitting for Flood Plain related issues.
- Site survey (already completed by Owner).
- Permitting.
- Environmental review.
- Structural review of existing structures / buildings.

In general, the proposed project includes the following (complete scope located in Attachment A):

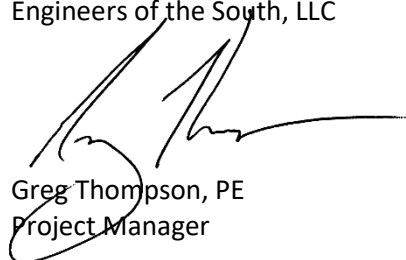
- The Preliminary Phase (excludes surveying as the City provided a whole site survey) is hourly engineering time to:
 - Visit additional example disk filter installations with City Personnel (if desired).
 - Provide at least three (3) different concepts / scopes with Opinion of Preliminary Construction Costs for Owner review.
 - Review the existing elevations, pipe diameters, flows, etc. to confirm hydraulic capacities and piping improvements necessary.
 - Review the existing electrical infrastructure to ensure adequate capacity for new equipment.
 - Coordinate the design with the existing and conceptual future downstream unit processes.
- The Design Phase will produce a complete set of Contract Documents, Plans, and Specifications ready to bid.
- The Bidding Phase includes advertising, Pre-Bid Meeting, answering questions, producing Addenda as required, Bid Opening, and Recommendation of Award.
- The Construction Phase includes the Pre-Construction Conference, part-time construction observation (estimated at half of construction time), concrete testing, submittal review, monthly pay request review, change orders as required, and record drawings upon completion.

Proposed compensation:

- Preliminary Phase Hourly NTE: \$ 18,500.00 Time: 60 days
 - Design Phase Lump Sum: \$154,500.00 Time: 150 days
 - Bidding & Construction Phases Hourly NTE: \$ 84,500.00
 - Construction Survey Stakeout Hourly NTE: \$ 2,500.00
- Project Total: \$260,000.00 (maximum)

We are available to begin work immediately and appreciate this opportunity to assist the City of Alabaster. If you have any questions concerning this proposal, please call me at our Pelham office or on my cell phone at (205) 516-0816.

Sincerely,
Engineers of the South, LLC



Greg Thompson, PE
Project Manager

Acceptance of Proposal:
City of Alabaster

Signature
Date: _____

Attachments: A – Scope / Typical Types of Engineering Services
 B – Schedule of Rates and Fees
 C – Articles of Employment
CC: File: X:\EOS Archives\Alabaster\Alabaster WWTF - Filter\Proposal\AL-2301 - Filter Improvements (2023-04-25).docx



PRELIMINARY,
NOT FOR
CONSTRUCTION,
RECORDING
PURPOSES OR
IMPLEMENTATION

NO	DATE	DESCRIPTION	FOR REVIEW AND COMMENT	AS-BID	CONSTRUCTION REVISIONS	AS-BUILT
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CITY OF ALABASTER
ENVIRONMENTAL SERVICES DEPT**

ALABASTER WWTP - FILTER CONCEPT

FILTER CONCEPT -
SITE PLAN

BOX IS 2 IN WIDE
AT FULL SCALE

JOB NO: AL-22XX
DATE: JULY 2022
DESIGNED BY: GST
DRAWN BY: GST
DWG: 10-C-05

SHEET NUMBER **XX**

VERY PRELIMINARY



FILTER CONCEPT - SITE PLAN
SCALE: 1" = 20'



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: May 8, 2023

Agenda Item Description: Professional Services Agreement not to exceed \$260,000 with Engineers of the South replacing our existing sand filters with disc filters. The project will also address hydraulic issues with the "old side" of the plant which will allow us to expand from 7.6 million gallons per day to 9.2 million gallons per day. The contract is for Survey, Design and Construction Inspection.

Agenda Item Requestor: Fred Hawkins

The sand filters at the Alabaster WWTP have reached their life span of 20-30+ years. We are asking to replace them with more modern disc filters. This upgrade along with increasing the size of pipes on the old side of the plant, will result in an increase in capacity. We are hopeful that we can make these changes and gain 1.6 million gallons per day of capacity. This will take us from a 7.6 MGD plant to a 9.2MDG plant.

This is part of our capital budget / bond issuance.

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

Memo

To: City Council
From: John Haggard, Finance Director / Treasurer
Re: Sand Filter Upgrade
Date: May 2, 2023

The Sewer Department is requesting to sign a contract with Engineers of the South to upgrade sand filters to increase capacity at the plant.

This is a professional service and is therefore not subject to bid law.

The sewer fund has \$4.9M of budget for FY 2023 for capital purchases. Therefore, no budget adjustment is required.

Thanks,



John Haggard, CPA, CGFM



RESOLUTION 050823-D

AUTHORIZING AN AGREEMENT WITH ENGINEERS OF THE SOUTH FOR ENGINEERING SERVICES IMPROVING EXISTING EQUIPMENT AND INCREASING THE CAPACITY OF THE FILTRATION EQUIPMENT AT THE WASTE WATER TREATMENT PLANT

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 **Engineers of the South for Engineering Services** related to **Improvements to Existing Equipment and Increasing the Capacity of the Filtration Equipment** for the city’s Waste Water Treatment Plant (WWTP); and

WHEREAS, the project will improve the reliability, capacity and efficiency of the tertiary filtration process operations at the WWTP, and

WHEREAS, the amount of this service agreement will not to exceed **\$260,000**. This has been approved as part of the City’s 2023 Capital Improvement Plan for Environmental Services, and

WHEREAS, the project improvements will generally include:

- Replacing the existing sand filters with disk filters
- Installing the new disk filters inside the existing concrete structures of the sand filters
- Increasing capacity of the existing sand Filter #1 (old side = currently rated at 3.0 mgd) to match the capacity of the existing sand Filter #2 (new side = currently rated at 4.6 mgd). The goal is to provide redundant trains of equal capacity. Each disk filter will be sized for a peak flow of 14 mgd (28 mgd peak flow total).
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- Electrical upgrades or improvements as required to service the project.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City Council authorizes the Mayor to enter into an agreement with Engineers of the South for the Solids Handling Building Improvements at a cost not to exceed \$260,000.
2. That the City Clerk is authorized and directed to attest any related, and necessary documents on behalf of the City for said purchases.

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

ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



April 25, 2023

Mr. Fred Hawkins, PE
Director of Building, Engineering & Environmental Services
1953 Municipal Way
Alabaster, AL 35007

Re: Alabaster WWTP – Filter Improvements

Dear Fred:

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- Site survey (already completed by Owner).
- Permitting.
- Environmental review.
- Structural review of existing structures / buildings.

In general, the proposed project includes the following (complete scope located in Attachment A):

Mr. Fred Hawkins, PE
 Alabaster WWTP – Solids Handling Building
 April 25, 2023 | Page 2

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Proposed compensation:

• Preliminary Phase	Hourly NTE:	\$ 18,500.00	Time: 60 days
• Design Phase	Lump Sum:	\$154,500.00	Time: 150 days
• Bidding & Construction Phases	Hourly NTE:	\$ 84,500.00	
• Construction Survey Stakeout	Hourly NTE:	\$ 2,500.00	
	Project Total:	\$260,000.00 (maximum)	

We are available to begin work immediately and appreciate this opportunity to assist the City of Alabaster. If you have any questions concerning this proposal, please call me at our Pelham office or on my cell phone at (205) 516-0816.

Sincerely,
 Engineers of the South, LLC



Greg Thompson, PE
 Project Manager

Acceptance of Proposal:
 City of Alabaster

 Signature
 Date: _____

Attachments: A – Scope / Typical Types of Engineering Services
 B – Schedule of Rates and Fees
 C – Articles of Employment
 CC: File: X:\EOS Archives\Alabaster\Alabaster WWTF - Filter\Proposal\AL-2301 - Filter Improvements (2023-04-25).docx

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Alabaster WWTP NPDES #: AL0025828

MUNICIPALITY: City of Alabaster COUNTY: Shelby

CONTACT PERSON: Fred Hawkins

Responsible Official

Director of Engineering, Building, and Environmental Services

Title

Telephone #: 205-937-0056 Fax #: 205-664-6841

Email Address: fhawkins@cityofalabaster.com

CHIEF OPERATOR: Bill Atkinson

Name

Telephone #: 205-901-4007 Fax #: 205-664-6824

Email Address: watkinson@cityofalabaster.com

Date: 4/27/2023

REVIEWED BY: Fred Hawkins

Consulting Engineer

Telephone #: 205-937-0056 Fax #: 205-664-6841

Date: 4/28/2023

**MWPP Annual Report
Information Source List**

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2022 (due **May 31, 2023**).

- Part 1 A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
 B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
 C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).
- Part 2 A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
 B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year
- Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.
- Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.
- Part 5 A. Describe the characteristics and quantity of sludge generated.
 B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digester capacity may be used in the calculation.
- Part 6 A. Sludge Disposal Method
 B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.
- Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.
- Part 8 Operator Certification
- Part 9 Financial Status
- Part 10 Subjective Evaluation
- Part 11 Summary Sheet

State of Alabama
MWPP Annual Report
Department of Environmental Management

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Facility Name: Alabaster WWTPPart 1: Influent Loading/Flows

- A. List the average monthly volumetric flows and BOD₅ (CBOD₅) loadings received at your facility during the last calendar year.

<u>Month</u>	<u>Column 1 Average Monthly Flowrate (MGD)</u>	<u>Column 2 Average Monthly BOD₅ (CBOD₅) Concentration (mg/l)</u>	<u>Column 3 Average Loading BOD₅ (CBOD₅) (lbs/day)**</u>
January	5.79	77.1	3406
February	5.5	101.1	4972.5
March	6.75	88.9	5141.1
April	5.32	84.6	3696.7
May	3.04	136.1	3491.5
June	3.10	133.5	3534.8
July	2.52	131.5	2506.4
August	2.74	106.4	2409.5
September	2.75	120	2413.3
October	1.85	149.6	2323.2
November	2.75	121.2	2621.5
December	3.64	72.5	2238.7
Annual Avg.	3.81	110.2	3229.6

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

- B. List the average design flow and average design BOD₅ (CBOD₅) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	<u>Average Design Flow</u>	<u>Average Design BOD₅ (CBOD₅) Loading (lbs/day)</u>
Design Criteria	7.6	14587
90% of the Design Criteria	6.8	13128.3

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?
_____0_____ (Check the appropriate point total)

- 0 - 4 = 0 points 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?
_____0_____ (Check the appropriate point total)

- 0 = 0 points 1 - 2 = 5 points 3 - 4 = 10 points 5 or more = 15 points

E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?
_____0_____ (Check the appropriate point total)

- 0 - 1 = 0 points 2 - 4 = 5 points 5 or more = 10 points

F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?
_____0_____ (Check the appropriate point total)

- 0 = 0 points 1 = 10 points 2 = 20 points 3 = 30 points 4 = 40 points 5 or more = 50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = _____0_____

D points = _____0_____

E points = _____0_____

F points = _____0_____

TOTAL POINTS VALUE FOR PART 1 _____0_____

Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅, loading in lbs/day from Part 1, A by 0.7.

Facility Name: Alabaster WWTP

Part 2: Effluent Quality/Plant Performance

- A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD₅, (CBOD₅) TSS, NH₃-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

Permit Limit	Months	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
	May/Nov		3.0	30	.5
Dec/April		4.0	30	.4	1.4

(2) DMR Concentration

Qtr	Month	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
1	January	1.45	1.13	.13	.60
	February	1.09	.87	.06	.42
	March	1.75	.97	.08	.44
2	April	1.50	1.18	.06	.41
	May	1.83	1.90	.06	.65
	June	1.67	1.95	.07	.72
3	July	1.45	2.47	.06	.57
	August	1.52	2.04	.06	.35
	September	1.5	1.95	.06	.4
4	October	2.13	2.34	.07	.52
	November	2.15	.95	.07	.47
	December	1.17	1.15	.08	.32
Annual Avg.		1.60	1.58	.07	.49

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

Permit Limit	Months	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
		May/Nov	190	1901	31.6
	Dec/April	253	1901	25.3	88.7

(2) DMR Loading

Qtr	Month	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
1	January	69.1	51.72	7.81	31.38
	February	52.2	47.77	3.14	20.24
	March	103.4	63.81	5.16	24.89
2	April	66.2	52.21	2.63	19.4
	May	47.5	49.65	1.60	16.62
	June	45.5	52.26	1.92	19.98
3	July	28.2	46.96	1.15	10.62
	August	34.8	46.62	1.32	7.93
	September	31.5	39.53	1.3	7.79
4	October	31.9	36.02	1.13	8.02
	November	41.0	24.41	1.67	13.90
	December	39.3	39.55	3.03	10.47
Annual Avg.		49.2	45.88	2.66	15.94

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

- No = 0 points Yes = 121 points

D. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

G. During the past year did the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

H. During the past year did either the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0

D Points = 0

E Points = 0

F Points = 0

G Points = 0

H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Alabaster WWTP

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2004

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 18 = (2022) - (2004)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

	Factor
<u>2</u> Mechanical Treatment Plant	2.0
<u> </u> Aerated Lagoon	1.5
<u> </u> Stabilization Pond	1.0
<u> </u> Other (Specify: <u> </u>)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

$$\frac{2}{\text{(Factor)}} \times \frac{18}{\text{(Age)}} = \frac{36}{\text{TOTAL POINT VALUE FOR PART 3}}$$

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Facility Name: Alabaster WWTP

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 0

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 0

D. Add together Answers A and B and subtract Answer C from that total.
A + B - C = 0 (Check the appropriate point total.)

- 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
- 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
- 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 4

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 4

H. Add together Answers E and F and subtract Answer G from that total.
E + F - G = 0 (Check the appropriate point total.)

- 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
- 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
- 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Facility Name: Alabaster WWTP

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 2

(Check the appropriate point total.)

- Greater than or equal to 4 months = 0 points
- Less than 4 months, but greater than or equal to 3 months = 10 points
- Less than 3 months, but greater than or equal to 2 months = 20 points
- Less than 2 months, but greater than or equal to 1 month = 30 points
- Less than one month = 50 points

TOTAL POINT VALUE FOR PART 5 20

Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- 36 or more months = 0 points
- 24 - 35 months = 10 points
- 12 - 23 months = 20 points
- 6 - 11 months = 30 points
- Less than 6 months = 50 points

TOTAL POINT VALUE FOR PART 6 0

Enter this value on Part 11: Summary Sheet.

Facility Name: Alabaster WWTP

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD₅ (CBOD₅) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population: 6889 Design Flow: 0.75 MGD Design BOD₅ (CBOD₅): 948 lbs/day Equivalent (PE)

List industrial and/or residential developments.

1,813 new homes in 9 subdivisions

Will the additional loading overload the plant?
(Check the appropriate point total.)

No = 0 points Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory*, ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

Yes = 0 points No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Alabaster WWTP

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? **Include user charge rates.**

Yes

Residential Minimum \$25.79 Plus rate \$3.59 /1,000 gal.

Industrial Minimum \$62.90 Plus rate \$13.84 /1,000 gal.

Monthly residential rate based on 6,000 gallons usage \$ \$47.33

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Primarily user fees, bond issues available for capital improvements. The City of Alabaster has
hired Raftelis to perform a sewer cost of service study which is currently underway.

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

This treatment facility is in fair/good condition.

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

The sewer system is in fair/good condition due to lift station upgrades.

C. What sewage system improvements does the community have planned for construction in the next 5 years?

New Solids Handling Facility. Renovating sewer operations, collections, and administration buildings. New bar screen and degritter. Capacity upgrade from 7.6mgd to 9.2mgd. Upgrading sandfilters to disk filters. New Effluent Pump Station. \$1.5 mil annually for I and I Reduction.

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

The theoretical life of the plant is 20+ years with 5-10 years remaining.

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

Inflow and infiltration during heavy rain

F. Is the community presently involved in formal planning for treatment facility upgrading?

Yes

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 0

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Yes, we use Jobcal software for our weekly, monthly, and annual preventative maintenance.

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) Yes No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) Yes No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

5 Backup Pumps \$290,000

4 Service Trucks \$155,000

6 Main Influent Pump VFD's \$150,000

Mini Excavator \$73,000

Sewer Line Jetter \$72,000

Main Influent Pump \$39,000

Grit Conveyor \$37,000

L. List any additional comments. (Attach additional sheets if necessary.)

The City of Alabaster has secured an 18 million dollar bond to do several improvements to the sewer system. The main focus is to reduce I and I, replace outdated equipment at the treatment plant, and improve the departments overall facilities for efficient operations. Included in these upgrades will be a new classroom and an operator training space.

Facility Name: City of Alabaster

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

<u>Actual Values</u>	<u>Maximum Possible</u>
Part 1 <u>0</u> points	80 points
Part 2 <u>0</u> points	121 points
Part 3 <u>36</u> points	40 points
Part 4 <u>0</u> points	200 points
Part 5 <u>20</u> points	50 points
Part 6 <u>0</u> points	50 points
Part 7 <u>0</u> points	121 points
Part 8 <u>0</u> points	121 points
Total <u>56</u> points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- Mechanical plant with surface water discharge
- Aerated Lagoon or stabilization pond with surface water discharge
- Mechanical plant using land disposal of liquid wastes
- Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- 0 - 70 points Actions as Appropriate*
- 71 - 120 points Departmental Recommendation Range*
- 121 – 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

- 5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) Yes No

If yes, provide a written explanation for this situation in the space below.

Water Rates			
Rate Code	Gallons		
3/4"	30	< 2,500	\$ 19.00
		2,500 - 15,000	\$ 5.65 per thousand
		> 15,000	\$ 6.14 per thousand
Fixed Income will reduce the bill by \$10.00			
3/4"	31	< 2,500	\$ 19.00
		2,500 - 15,000	\$ 5.65 per thousand
		> 15,000	\$ 6.14 per thousand
1"	32	< 6,000	\$ 38.97
		6,000 - 18,500	\$ 5.65 per thousand
		> 18,500	\$ 6.14 per thousand
1 1/2"	33	< 11,600	\$ 70.93
		11,600 - 24,100	\$ 5.65 per thousand
		> 24,100	\$ 6.14 per thousand
2"	34	< 21,300	\$ 129.60
		21,300 - 33,800	\$ 5.65 per thousand
		>33,800	\$ 6.14 per thousand
3"	35	< 71,300	\$ 405.34
		71,300 - 83,800	\$ 5.65 per thousand
		> 83,800	\$ 6.14 per thousand
4"	36	< 126,100	\$ 665.44
		126,100 - 138,600	\$ 5.65 per thousand
		> 138,600	\$ 6.14 per thousand
6"	37	< 252,200	\$ 1,392.46
		252,200 - 264,700	\$ 5.65 per thousand
		> 264,700	\$ 6.14 per thousand

Tap Fees	
3/4", 1" or 2"	\$1,000.00
3"	\$2,000.00
4"	\$3,000.00
6"	\$4,000.00
8"	\$6,000.00
10"	\$8,000.00
12"	\$10,000.00

Meter Charges	
3/4"	\$500.00
1"	\$550.00
2"	\$1,100.00

Sewer Rates	
Residential	
\$ 25.79	Plus \$3.59 per thousand gallons
Commercial	
\$ 62.90	up to 5,000 gallons
\$ 13.84	per thousand over 5,000 gallons
Fixed Income Rates	
\$ 10.00	Plus \$3.59 per thousand gallons

Garbage Rates	
Residential Only Customers	
\$ 16.90	per month for 1 cart plus \$8.13 per month for each additional cart
Commercial Customers	
\$ 33.80	per month for the first 2 carts plus \$8.13 per month for each additional cart limit of 4
Fixed Income Rate	
No Charge for Garbage	

Miscellaneous Charges	
Service Fees	
\$ 50.00	Connection Charge
\$ 50.00	Fire Hydrant Meter Permit Fee
\$ 75.00	Inspection Fee (only 5 days)
Deposits	
\$ 150.00	Residential Deposit
\$ 250.00	Commercial Deposit
\$ 50.00	Deposit Garbage and Sewer Only renters
\$ 1,000.00	Fire Hydrant Meter Deposit
Fees	
\$ 75.00	Garbage Set Up Fee
\$ 20.00	Call Out Fee (After Hours)
\$ 80.00	Water Processing Fee
\$ 150.00	Map Submission Fee plus \$5.00 per Lot
\$ 30.00	Returned Item Fee
\$ 50.00	Broken Lock Fee
\$ 60.00	Broken Shut Off Fee
\$ 25.00	Meter Box Replacement Fee
\$ 1.00	Copy Fee

System Development Fee	
3/4"	\$1,800.00
1"	\$3,000.00
2"	\$9,500.00
4"	\$30,000.00
6"	\$59,900.00
8"	\$95,900.00
Multi-Family	\$1,100 Per Unit

NPDES Sanitary Sewer Overflow (SSO) Event Reporting Form

version 1.3

(Submission #: HPQ-ANZ8-9K5JH, version 1)

Digitally signed by:
AEPACS
Date: 2022.12.30 16:14:5
Reason: Submission Data
Location: State of Alabama

Item 7.

Details

Submission Alias NPDES Sanitary Sewer Overflow (SSO) Event Report

SSO ID SSO-00209276

Submission ID HPQ-ANZ8-9K5JH

Form Input

General Instructions

All publicly or privately owned wastewater treatment plants holding an NPDES permit are required to provide immediate notification to the Alabama Department of Environmental Management (ADEM), county public health officials, the public, and any other affected entity such as public water systems as soon as possible upon becoming aware of any notifiable sanitary sewer overflow (SSO) events.

A "notifiable SSO", as defined in ADEM Admin. Code r. 335-6-6-.02(hh), is an overflow, spill, release or diversion of wastewater from a sanitary sewer system that either (1) reaches a surface water of the State or (2) may imminently and substantially endanger human health based on potential for public exposure including but not limited to close proximity to public or private water supply wells or in areas where human contact would be likely to occur.

Immediate notification shall be provided within 24 hours of becoming aware of the event. This immediate notification may be made either verbally to the Department's SSO Hotline at (334) 274-4200 or electronically to the Department's Alabama Environmental Permitting and Compliance System (AEPACS) system. The follow-up report shall be submitted within five days of becoming aware of the SSO event using the Department's AEPACS system.

Special Note:

The Sanitary Sewer Overflow map allows users to see the locations of SSOs that have been reported to the Department. They are displayed on the map for 10 days after the SSO has ceased. The colors indicate the volume of the discharge.

Click on any dot on the map and a popup will display information about the SSO(s).

At the top of the popup that is displayed after clicking on a dot, there is a number that indicates the number of SSOs at that location. Users can cycle through them by clicking on the arrows at the top of the popup.

At the bottom of the popup is a link ("click for eFile") that will take users to SSOs reported from that facility. The eFile entries that appear are sorted by date from most recent to oldest and contain only SSO reports.

Users can zoom in and out by using the +/- buttons at the top left of the map, the scroll on their mouse, or by holding the Shift key down while clicking and dragging a box on the map to zoom in.

The Switch Basemap button at the top right of the page allows users to select a different basemap. [Please also be aware that the SSOs reported to the Department will appear on a public map here.](#)

Processing

NOTE: You should choose the correct status for this SSO notification/report EACH time you submit a notification/report.

If you are able to complete all of the information in the first submittal, please indicate the status of Submit both the Initial 24-hour notification and 5-day report concurrently."

Indicate which of the following describes the status of this SSO notification/report:

Submit both the Initial 24-hour notification and 5-day report concurrently

Prior to submitting this notification/report through AEPACS, did you make the first notification of this SSO to the Department by a method other than AEPACS (e.g. SSO Hotline, Fax, Email)?

No

Regardless of the notification method used to first notify the Department of this SSO event (i.e. AEPACS, SSO hotline, fax, etc), was the initial notification made to the Department within 24 hours of becoming aware of the event?

Yes

Permittee Information

Permit Number

AL0025828

Permittee

City of Alabaster

Facility/Site Information

Facility Name

Alabaster WWTP

Facility County

Shelby

Assigned SSO ID

Assigned SSO ID

SSO-00209276

SSO Event - Information

Date/Time SSO Event Started:

Date	Time
12/30/2022	01:50 pm

Is the SSO on-going?

No

Date/Time SSO Event Stopped:

Date	Time
12/30/2022	02:30 pm

Did the SSO occur during wet weather?

No

Was the SSO caused by an extreme weather event (e.g. hurricane) that flooded the ENTIRE sewer system?

No

Note:

If estimated volume discharged is known, the VALUE section should be completed. If you only select a RANGE, you should be aware that the estimated volume discharged will be considered to be the largest value of the range selected. Estimated volumes above 1,000,000 gallons must be entered as a VALUE.

Report Estimated Volume Discharged as

Range

Estimated Volume Discharged (Range)

<=1,000 gal

Indicate source of discharge event

Manhole

County in which SSO occurred (check all that apply)

Shelby

Note

For detailed information on how to place a point on the map, please click the Map Help link below. Also, when reporting for an SSO(s) caused by an extreme weather event, please specify a general location for the SSO(s):

[Map Help link](#)

Latitude/Longitude of discharge

33.247972,-86.793677

Note

Please specify either the street address or location description for the discharge

Street Address

Wembley Way

City

Alabaster

State

AL

ZIP Code

35007

Location Description

Manhole in woods

Known or suspected cause of the discharge

Blockage in line.

Destination of discharge

Ground Absorbed

Did the discharge reach a designated swimming water?

No

Monitoring of the receiving water (i.e. visual survey or water quality sampling) is:

Not Performed

Was the affected area cleaned?

Yes

Was the affected area disinfected?

Yes

Are you aware of any other potential health or environmental impacts?

No

SSO Event - Corrective Action

Describe corrective actions taken, plans to eliminate future discharges, and actions or plans to mitigate impacts to the environment and/or public health.

Cleared and jetted line.

Please attach supporting information, if applicable:

NONE PROVIDED

Comment

NONE PROVIDED

Indicate efforts to notify public (check all that apply):

Placement of Signs

Date signs were placed:

12/30/2022

Indicate Other Officials Notified (check all that apply):

County Health Department

County Health Department notification date:

12/30/2022

Other States notified:

NONE PROVIDED

Were any public water supply intake locations affected?

No

Additional Attachments

Additional Attachments

NONE PROVIDED

Comment

NONE PROVIDED

General Comments

General Comments (Optional)

NONE PROVIDED

SUBMISSION AGREEMENTS

- I am the owner of the account used to perform the electronic submission and signature.
- I have the authority to submit the data on behalf of the facility I am representing.
- I agree that providing the account credentials to sign the submission document constitutes an electronic signature equivalent to my written signature.
- I have reviewed the electronic form being submitted in its entirety, and agree to the validity and accuracy of the information contained within it to the best of my knowledge.

I certify that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information to be true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Signed Larry Marasckin on 12/30/2022 at 3:50 PM
By

NPDES Sanitary Sewer Overflow (SSO) Event Reporting Form

version 1.2

(Submission #: HPK-PWH2-HNKV5, version 1)

Digitally signed by:
GlobalSign RSA OV SSL CA 2018
Date: 2022.08.05 09:05:2
Reason: Submission Data
Location: State of Alabama

Item 7.

Details

Submission Alias NPDES Sanitary Sewer Overflow (SSO) Event Report

SSO ID SSO-00208843

Submission ID HPK-PWH2-HNKV5

Form Input

General Instructions

All publicly or privately owned wastewater treatment plants holding an NPDES permit are required to provide immediate notification to the Alabama Department of Environmental Management (ADEM), county public health officials, the public, and any other affected entity such as public water systems as soon as possible upon becoming aware of any notifiable sanitary sewer overflow (SSO) events.

A "notifiable SSO", as defined in ADEM Admin. Code r. 335-6-6-.02(hh), is an overflow, spill, release or diversion of wastewater from a sanitary sewer system that either (1) reaches a surface water of the State or (2) may imminently and substantially endanger human health based on potential for public exposure including but not limited to close proximity to public or private water supply wells or in areas where human contact would be likely to occur.

Immediate notification shall be provided within 24 hours of becoming aware of the event. This immediate notification may be made either verbally to the Department's SSO Hotline at (334) 274-4200 or electronically to the Department's Alabama Environmental Permitting and Compliance System (AEPACS) system. The follow-up report shall be submitted within five days of becoming aware of the SSO event using the Department's AEPACS system.

Special Note:

The Sanitary Sewer Overflow map allows users to see the locations of SSOs that have been reported to the Department. They are displayed on the map for 10 days after the SSO has ceased. The colors indicate the volume of the discharge.

Click on any dot on the map and a popup will display information about the SSO(s).

At the top of the popup that is displayed after clicking on a dot, there is a number that indicates the number of SSOs at that location. Users can cycle through them by clicking on the arrows at the top of the popup.

At the bottom of the popup is a link ("click for eFile") that will take users to SSOs reported from that facility. The eFile entries that appear are sorted by date from most recent to oldest and contain only SSO reports.

Users can zoom in and out by using the +/- buttons at the top left of the map, the scroll on their mouse, or by holding the Shift key down while clicking and dragging a box on the map to zoom in.

The Switch Basemap button at the top right of the page allows users to select a different basemap. Please also be aware that the SSOs reported to the Department will appear on a public map here.

Processing

NOTE: You should choose the correct status for this SSO notification/report EACH time you submit a notification/report.

If you are able to complete all of the information in the first submittal, please indicate the status of Submit both the Initial 24-hour notification and 5-day report concurrently."

100

Indicate which of the following describes the status of this SSO notification/report:

Submit both the Initial 24-hour notification and 5-day report concurrently

Prior to submitting this notification/report through AEPACS, did you make the first notification of this SSO to the Department by a method other than AEPACS (e.g. SSO Hotline, Fax, Email)?

No

Regardless of the notification method used to first notify the Department of this SSO event (i.e. AEPACS, SSO hotline, fax, etc), was the initial notification made to the Department within 24 hours of becoming aware of the event?

Yes

Permittee Information

Permit Number

AL0025828

Permittee

City of Alabaster

Facility/Site Information

Facility Name

Alabaster WWTP

Facility County

Shelby

Assigned SSO ID

Assigned SSO ID

SSO-00208843

SSO Event - Information

Date/Time SSO Event Started:

Date	Time
8/4/2022	10:00 am

Is the SSO on-going?

No

Date/Time SSO Event Stopped:

Date	Time
8/4/2022	10:15 am

Did the SSO occur during wet weather?

No

Was the SSO caused by an extreme weather event (e.g. hurricane) that flooded the ENTIRE sewer system?

No

Note:

If estimated volume discharged is known, the VALUE section should be completed. If you only select a RANGE, you should be aware that the estimated volume discharged will be considered to be the largest value of the range selected. Estimated volumes above 1,000,000 gallons must be entered as a VALUE.

Report Estimated Volume Discharged as Range

Estimated Volume Discharged (Range)

<=1,000 gal

Indicate source of discharge event

Manhole

County in which SSO occurred (check all that apply)

Shelby

Note

For detailed information on how to place a point on the map, please click the Map Help link below. Also, when reporting for an SSO(s) caused by an extreme weather event, please specify a general location for the SSO(s):

[Map Help link](#)

Latitude/Longitude of discharge

33.252385,-86.825447

Note

Please specify either the street address or location description for the discharge

Street Address

850 9th st NW

City

Alabaster

State

AL

ZIP Code

35007

Location Description

South east corner of nursing home.

Known or suspected cause of the discharge

Grease in line.

Destination of discharge

Ground Absorbed

Did the discharge reach a designated swimming water?

No

Monitoring of the receiving water (i.e. visual survey or water quality sampling) is:

Not Performed

Was the affected area cleaned?

Yes

Was the affected area disinfected?

Yes

Are you aware of any other potential health or environmental impacts?

No

SSO Event - Corrective Action

Describe corrective actions taken, plans to eliminate future discharges, and actions or plans to mitigate impacts to the environment and/or public health.

Cleaned and jetted line. Cleaned and disinfected area.

Please attach supporting information, if applicable:

NONE PROVIDED

Comment

NONE PROVIDED

Indicate efforts to notify public (check all that apply):

Placement of Signs

Date signs were placed:

8/4/2022

Indicate Other Officials Notified (check all that apply):

County Health Department

County Health Department notification date:

8/5/2022

Other States notified:

NONE PROVIDED

Were any public water supply intake locations affected?

No

Additional Attachments

Additional Attachments

NONE PROVIDED

Comment

NONE PROVIDED

General Comments

General Comments (Optional)

NONE PROVIDED

SUBMISSION AGREEMENTS

- I am the owner of the account used to perform the electronic submission and signature.
- I have the authority to submit the data on behalf of the facility I am representing.
- I agree that providing the account credentials to sign the submission document constitutes an electronic signature equivalent to my written signature.
- I have reviewed the electronic form being submitted in its entirety, and agree to the validity and accuracy of the information contained within it to the best of my knowledge.

I certify that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information to be true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Signed Larry Marasckin on 08/05/2022 at 8:55 AM
By

NPDES Sanitary Sewer Overflow (SSO) Event Reporting Form

version 1.1

(Submission #: HPG-Y40Y-0B529, version 1)

Digitally signed by:
GlobalSign RSA OV SSL CA 2010
Date: 2022.04.14 09:34:2
Reason: Submission Data
Location: State of Alabama

Item 7.

Details

Submission Alias NPDES Sanitary Sewer Overflow (SSO) Event Report

SSO ID SSO-00208639

Submission ID HPG-Y40Y-0B529

Form Input

General Instructions

All publicly or privately owned wastewater treatment plants holding an NPDES permit are required to provide immediate notification to the Alabama Department of Environmental Management (ADEM), county public health officials, the public, and any other affected entity such as public water systems as soon as possible upon becoming aware of any notifiable sanitary sewer overflow (SSO) events.

A "notifiable SSO", as defined in ADEM Admin. Code r. 335-6-6-.02(hh), is an overflow, spill, release or diversion of wastewater from a sanitary sewer system that either (1) reaches a surface water of the State or (2) may imminently and substantially endanger human health based on potential for public exposure including but not limited to close proximity to public or private water supply wells or in areas where human contact would be likely to occur.

Immediate notification shall be provided within 24 hours of becoming aware of the event. This immediate notification may be made either verbally to the Department's SSO Hotline at (334) 274-4200 or electronically to the Department's Alabama Environmental Permitting and Compliance System (AEPACS) system. The follow-up report shall be submitted within five days of becoming aware of the SSO event using the Department's AEPACS system.

Special Note:

The Sanitary Sewer Overflow map allows users to see the locations of SSOs that have been reported to the Department. They are displayed on the map for 10 days after the SSO has ceased. The colors indicate the volume of the discharge.

Click on any dot on the map and a popup will display information about the SSO(s).


At the top of the popup that is displayed after clicking on a dot, there is a number that indicates the number of SSOs at that location. Users can cycle through them by clicking on the arrows at the top of the popup.

At the bottom of the popup is a link ("click for eFile") that will take users to SSOs reported from that facility. The eFile entries that appear are sorted by date from most recent to oldest and contain only SSO reports.

Users can zoom in and out by using the +/- buttons at the top left of the map, the scroll on their mouse, or by holding the Shift key down while clicking and dragging a box on the map to zoom in.

The Switch Basemap button at the top right of the page allows users to select a different basemap. Please also be aware that the SSOs reported to the Department will appear on a public map here.

Processing

NOTE: You should choose the correct status for this SSO notification/report each time you submit a notification/report. If you are able to complete all of the information in the first submittal, please indicate the status of  "Submit both the Initial 24-hour notification and 5-day report concurrently."

Indicate which of the following describes the status of this SSO notification/report:
Submit both the Initial 24-hour notification and 5-day report concurrently

Prior to submitting this notification/report through AEPACS, did you make the first notification of this SSO to the Department by a method other than AEPACS (e.g. SSO Hotline, Fax, Email)?
No

Regardless of the notification method used to first notify the Department of this SSO event (i.e. AEPACS, SSO hotline, fax, etc), was the initial notification made to the Department within 24 hours of becoming aware of the event?
Yes

Permittee Information

Permit Number
AL0025828

Permittee
City of Alabaster

Facility/Site Information

Facility Name
Alabaster WWTP

Facility County
Shelby

Assigned SSO ID

Assigned SSO ID
SSO-00208639

SSO Event - Information

Date/Time SSO Event Started:

Date	Time
4/13/2022	01:30 pm

Is the SSO on-going?
No

Date/Time SSO Event Stopped:

Date	Time
4/13/2022	01:46 pm

Did the SSO occur during wet weather?
No

Was the SSO caused by an extreme weather event (e.g. hurricane) that flooded the ENTIRE sewer system?
No

Note:

If estimated volume discharged is known, the VALUE section should be completed. If you only select a RANGE, you should be aware that the estimated volume discharged will be considered to be the largest value of the range selected. Estimated volumes above 1,000,000 gallons must be entered as a VALUE.

Report Estimated Volume Discharged as Range

Estimated Volume Discharged (Range)

<=1,000 gal

Indicate source of discharge event

Manhole

County in which SSO occurred (check all that apply)

Shelby

Note

For detailed information on how to place a point on the map, please click the Map Help link below. Also, when reporting for an SSO(s) caused by an extreme weather event, please specify a general location for the SSO(s):

[Map Help link](#)

Latitude/Longitude of discharge

33.249009671765556,-86.81490858346217

Note

Please specify either the street address or location description for the discharge

Street Address

518 1st Street North

City

Alabaster

State

AL

ZIP Code

35007

Location Description

Manhole

Known or suspected cause of the discharge

Clogged line

Destination of discharge

Ground Absorbed

Did the discharge reach a designated swimming water?

No

Monitoring of the receiving water (i.e. visual survey or water quality sampling) is:

Not Performed

Was the affected area cleaned?

Yes

Was the affected area disinfected?

Yes

Are you aware of any other potential health or environmental impacts?

No

SSO Event - Corrective Action

Describe corrective actions taken, plans to eliminate future discharges, and actions or plans to mitigate impacts to the environment and/or public health.

Item 7.

Camera lines and check for repairs.

Please attach supporting information, if applicable:

NONE PROVIDED

Comment

NONE PROVIDED

Indicate efforts to notify public (check all that apply):

Placement of Signs

Date signs were placed:

4/13/2022

Indicate Other Officials Notified (check all that apply):

County Health Department

County Health Department notification date:

4/14/2022

Other States notified:

NONE PROVIDED

Were any public water supply intake locations affected?

No

Additional Attachments

Additional Attachments

NONE PROVIDED

Comment

NONE PROVIDED

General Comments

General Comments (Optional)

NONE PROVIDED

SUBMISSION AGREEMENTS

- I am the owner of the account used to perform the electronic submission and signature.
- I have the authority to submit the data on behalf of the facility I am representing.
- I agree that providing the account credentials to sign the submission document constitutes an electronic signature equivalent to my written signature.
- I have reviewed the electronic form being submitted in its entirety, and agree to the validity and accuracy of the information contained within it to the best of my knowledge.

I certify that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information to be true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Signed Larry Marasckin on 04/14/2022 at 9:08 AM
By

NPDES Sanitary Sewer Overflow (SSO) Event Reporting Form

version 1.1

(Submission #: HPG-94F3-VY4GT, version 2)

Digitally signed by:
GlobalSign RSA OV SSL CA 2010
Date: 2022.03.29 11:24:4
Reason: Submission Data
Location: State of Alabama

Item 7.

Details

Submission Alias NPDES Sanitary Sewer Overflow (SSO) Event Report

SSO ID SSO-00207522

Submission ID HPG-94F3-VY4GT

Form Input

General Instructions

All publicly or privately owned wastewater treatment plants holding an NPDES permit are required to provide immediate notification to the Alabama Department of Environmental Management (ADEM), county public health officials, the public, and any other affected entity such as public water systems as soon as possible upon becoming aware of any notifiable sanitary sewer overflow (SSO) events.

A "notifiable SSO", as defined in ADEM Admin. Code r. 335-6-6-.02(hh), is an overflow, spill, release or diversion of wastewater from a sanitary sewer system that either (1) reaches a surface water of the State or (2) may imminently and substantially endanger human health based on potential for public exposure including but not limited to close proximity to public or private water supply wells or in areas where human contact would be likely to occur.

Immediate notification shall be provided within 24 hours of becoming aware of the event. This immediate notification may be made either verbally to the Department's SSO Hotline at (334) 274-4200 or electronically to the Department's Alabama Environmental Permitting and Compliance System (AEPACS) system. The follow-up report shall be submitted within five days of becoming aware of the SSO event using the Department's AEPACS system.

Special Note:

The Sanitary Sewer Overflow map allows users to see the locations of SSOs that have been reported to the Department. They are displayed on the map for 10 days after the SSO has ceased. The colors indicate the volume of the discharge.

Click on any dot on the map and a popup will display information about the SSO(s).


At the top of the popup that is displayed after clicking on a dot, there is a number that indicates the number of SSOs at that location. Users can cycle through them by clicking on the arrows at the top of the popup.

At the bottom of the popup is a link ("click for eFile") that will take users to SSOs reported from that facility. The eFile entries that appear are sorted by date from most recent to oldest and contain only SSO reports.

Users can zoom in and out by using the +/- buttons at the top left of the map, the scroll on their mouse, or by holding the Shift key down while clicking and dragging a box on the map to zoom in.

The Switch Basemap button at the top right of the page allows users to select a different basemap. Please also be aware that the SSOs reported to the Department will appear on a public map here.

Processing

NOTE: You should choose the correct status for this SSO notification/report each time you submit a notification/report. If you are able to complete all of the information in the first submittal, please indicate the status of  Submit both the Initial 24-hour notification and 5-day report concurrently."

Indicate which of the following describes the status of this SSO notification/report:

Submit the 5-day Report

Item 7.

Prior to submitting this notification/report through AEPACS, did you make the first notification of this SSO to the Department by a method other than AEPACS (e.g. SSO Hotline, Fax, Email)?

No

Regardless of the notification method used to first notify the Department of this SSO event (i.e. AEPACS, SSO hotline, fax, etc), was the initial notification made to the Department within 24 hours of becoming aware of the event?

Yes

Permittee Information

Permit Number

AL0025828

Permittee

City of Alabaster

Facility/Site Information

Facility Name

Alabaster WWTP

Facility County

Shelby

Assigned SSO ID

Assigned SSO ID

SSO-00207522

SSO Event - Information

Date/Time SSO Event Started:

Date	Time
3/18/2022	07:00 am

Is the SSO on-going?

No

Date/Time SSO Event Stopped:

Date	Time
3/18/2022	07:45 am

Did the SSO occur during wet weather?

Yes

Was the SSO caused by an extreme weather event (e.g. hurricane) that flooded the ENTIRE sewer system?

No

Note:

If estimated volume discharged is known, the VALUE section should be completed. If you only select a RANGE, you should be aware that the estimated volume discharged will be considered to be the largest value of the range selected. Estimated volumes above 1,000,000 gallons must be entered as a VALUE.

Report Estimated Volume Discharged as Range

Estimated Volume Discharged (Range)

<=1,000 gal

Indicate source of discharge event

Manhole

County in which SSO occurred (check all that apply)

Shelby

Note

For detailed information on how to place a point on the map, please click the Map Help link below. Also, when reporting for an SSO(s) caused by an extreme weather event, please specify a general location for the SSO(s):

[Map Help link](#)

Latitude/Longitude of discharge

33.25209470171189,-86.82806093729228

Note

Please specify either the street address or location description for the discharge

Street Address

911 Falling Star Lane

City

Alabaster

State

AL

ZIP Code

35007

Location Description

Manhole in street.

Known or suspected cause of the discharge

Blockage in line. Jetted blockage and cleaned and disinfected area.

Destination of discharge

Ground Absorbed

Did the discharge reach a designated swimming water?

No

Monitoring of the receiving water (i.e. visual survey or water quality sampling) is:

Not Performed

Was the affected area cleaned?

Yes

Was the affected area disinfected?

Yes

Are you aware of any other potential health or environmental impacts?

No

SSO Event - Corrective Action

Describe corrective actions taken, plans to eliminate future discharges, and actions or plans to mitigate impacts to the environment and/or public health.

Item 7.

Clean line and Camera lines in area.

Please attach supporting information, if applicable:

NONE PROVIDED

Comment

NONE PROVIDED

Indicate efforts to notify public (check all that apply):

Placement of Signs

Date signs were placed:

3/18/2022

Indicate Other Officials Notified (check all that apply):

County Health Department

County Health Department notification date:

3/18/2022

Other States notified:

NONE PROVIDED

Were any public water supply intake locations affected?

No

Additional Attachments

Additional Attachments

NONE PROVIDED

Comment

NONE PROVIDED

General Comments

General Comments (Optional)

NONE PROVIDED

Revisions

Revision	Revision Date	Revision By
Revision 1	3/18/2022 4:10 PM	Larry Marasckin
Revision 2	3/29/2022 11:10 AM	Larry Marasckin

SUBMISSION AGREEMENTS

- I am the owner of the account used to perform the electronic submission and signature.
- I have the authority to submit the data on behalf of the facility I am representing.
- I agree that providing the account credentials to sign the submission document constitutes an electronic signature equivalent to my written signature.
- I have reviewed the electronic form being submitted in its entirety, and agree to the validity and accuracy of the information contained within it to the best of my knowledge.

I certify that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information to be true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Signed Larry Marasckin on 03/29/2022 at 11:10 AM
By

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information

Permit Number: AL0025828

Name: City of Alabaster Wastewater Treatment Plant
 Street Address: 104 8th Ave NW Alabaster, AL
 County: Shelby

2. Facility Contact

Name: Fred Hawkins
 Title: Director of Engineering, Building, Environmental Services
 Telephone: 205-937-0056
 Permittee Name: City of Alabaster
 Mailing Address: 1953 Municipal Way
Alabaster, AL 35007

Facility Flow Information:

1. Facility Wastewater Treatment Capacity

Average Daily Flow: 3.81 MGD
 Facility Design Capacity: 7.6 MGD

2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)

Average Domestic Septage: 0 gallons per month
 Average Commercial Septage: 0 gallons per month

3. Method of Septage Processing

- Mixed with Influent Wastewater for Treatment
 Mixed with Sewage Sludge
 N/A

4. Estimated Percentage Contributing Wastewater Flow

Residential: 97 %
 Industrial: 3 %
 Other: _____ % Describe: _____

5. List type of wastewater treatment process(es) utilized at this facility:

Grit removal, screening, extended aeration, return activated sludge,
secondary clarifiers, sand filters, UV disinfection

6. Estimated sewage sludge wasting rate at this facility: 2,335 lb/day dry weight
 or 28,000 gallons per day

7. Estimated untreated sludge received from off site: _____ lb/day dry weight
 or _____ gallons per day

8. Estimated percent solids of combined sewage sludge prior to treatment: 1 %

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

	Sludge Quantity (untreated pounds per day)
Belt press	2,335
_____	_____
_____	_____
_____	_____

10. Estimate the total volume of sludge generated:

535
(dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM			Approved by ADEM	
	Yes	No		Yes	No
a. <input type="checkbox"/> Land Application, Bulk Shipped	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Agriculture	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forest	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Public Contact	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lawn/Home Garden	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Land Application, Bagged/Other Container	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Agriculture	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forest	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Public Contact	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lawn/Home Garden	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Incineration	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
d. <input checked="" type="checkbox"/> Subtitle D Landfill (Disposal Only)	<input type="checkbox"/>	<input type="checkbox"/>	535	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Lined Treatment Lagoon or Stabilization Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Unlined Lagoon or Stabilization Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> Other (Please Describe)	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: _____ feet

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic				
Cadmium				
Chromium				
Copper				
Lead				
Mercury				
Molybdenum				
Nickel				
Selenium				
Zinc				
Ammonium-Nitrogen				
Nitrate-Nitrogen				
Total Kjeldahl Nitrogen				

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: _____%

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

- Class A
 - Alternative A1 – Time and Temperature
 - Alternative A2 – Alkaline Treatment
 - Alternative A3 – Analysis and Operation
 - Alternative A4 – Analysis Only
 - Alternative A5 – Process to Further Reduce Pathogens (PFRP)
 - Heat Drying Thermophilic Aerobic Digestion Heat Treatment
 - Pasteurization Gamma Ray Irradiation Beta Ray Irradiation Composting
 - Alternative A6 – PFRP Equivalent _____
- Class B
 - Alternative B1 – Fecal Coliform Count
 - Alternative B2 – Process to Significantly Reduce Pathogens (PSRP)
 - Aerobic Digestion Air Drying Anaerobic Digestion
 - Composting Lime Stabilization
 - Alternative B3 – PSRP Equivalent _____
- Neither or Unknown

Vector Attraction Control:

- Option 1 – Minimum 38% Reduction in Volatile Solids
- Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- Option 5 – Aerobic Processes plus Elevated Temperature
- Option 6 – Raised pH to 12 and Retained at 11.5
- Option 7 – 75% Solids with No Unstabilized Solids
- Option 8 – 90% Solids with Unstabilized Solids
- Option 9 – Injection Below Land Surface
- Option 10 – Incorporation into Soil within 6 or 8 Hours
- Option 11 – Covering Active Sewage Sludge Unit Daily
- None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? Yes* No

*If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

Item 7.

FACILITY NAME: City of Alabaster WWTP PLANT GRADE: IV
 PERMIT NUMBER: AL0025828
 PLANT SUPERINTENDENT: Bill Atkinson TEL. # 205-901-4007
 SYSTEM MANAGER: Fred Hawkins TEL. # 205-937-0056
 PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Bill Atkinson	IV	C004614	7/31/2024
2.	Bruce Buckner	IV	C001374	9/30/2024
3.	Dave McKinney	IV	C003201	2/28/2025
4.	Mike Strickland	IV	C009803	10/31/2023
5.	Bill Hallsworth	IV	C009942	6/30/2024
6.	Marcus McCord	II	C008021	5/31/2024
7.	Heather Posey	II	C009052	9/30/2024
8.	Adam Roper	II	C004331	3/31/2024
9.	Wesley Wood	IV	C002800	11/30/2024
10.	Wallace Lewis	II	C009683	11/30/2023

COLLECTION SYSTEM OPERATORS:

1.	Larry Marasckin	IC	C004679	1/31/2023
2.	Melvin Booth	IC	C007571	1/31/2024
3.	Mark Hughes	II	C007778	3/31/2024
4.	Robert Ramsey	IC	C008621	7/31/2023

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR	120	3
OPERATOR(S):		
GRADE I-C	200	5
GRADE I	40	1
GRADE II	240	5
GRADE III	0	0
GRADE IV	200	6
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	17	START TIME	6am
2ND	2		2pm
3RD	2		10pm

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	X	X	X	X	X	X	X
2ND	X	X	X	X	X	X	X
3RD	X	X	X	X	X	X	X

ADEM USE ONLY

1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?
 2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES	NO

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

Item 7.

FACILITY NAME: City of Alabaster WWTP

PLANT GRADE: IV

PERMIT NUMBER: AL0025828

PLANT SUPERINTENDENT: Bill Atkinson

TEL. # 205-901-4007

SYSTEM MANAGER: Fred Hawkins

TEL. # 205-937-0056

PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Ralph Towner	I	C004481	1/31/2024
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

COLLECTION SYSTEM OPERATORS:

1.	David Combs	IC	C009090	12/31/2024
2.	Robert McCluskey	IC	C009849	10/31/2023
3.	Brayden McNeal	IC	C009872	1/31/2024
4.				

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR		
OPERATOR(S):		
GRADE I-C		
GRADE I		
GRADE II		
GRADE III		
GRADE IV		
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	<input type="text"/>	START TIME	<input type="text"/>
2ND	<input type="text"/>		<input type="text"/>
3RD	<input type="text"/>		<input type="text"/>

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2ND	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3RD	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ADEM USE ONLY

1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES NO

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of City of Alabaster

informs the Department of Environmental Management that the following actions were taken by (governing body) The City Council.

1. Reviewed the MWPP Annual Report which is attached to this resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue ongoing infiltration and inflow remediation.
 - (b) Approved the design of new solids handling building, new collections system shop and maintenance facility.
 - (c) Approved the design of a new barscreen and grit removal sysyem, new disk filter, new effluent pump station, new mcc for old plant, renovations to the administration building and newly pushed collections maintenance building.
 - (d) Continue evaluating operational modifications and minor improvements to ensure compliance with NPDES Permit.

Passed by a (majority)(unanimous) vote of the _____ on (date).

Clerk



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: May 8, 2023

Agenda Item Description: 2023 Environmental Services
MWPP report to ADEM

Agenda Item Requestor: Fred Hawkins

This is our required yearly MWPP report to ADEM. It requires a council resolution. Our report this year is very good. We are in compliance with all ADEM regulatory requirements. We reported 4 sanitary sewer overflows during the report year. All have been addressed and corrected.

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

Council Member _____ introduced the following Resolution with Motion to approve, which was seconded by Council Member _____.



RESOLUTION 050823-B

A RESOLUTION TO SUBMIT THE MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM 2023 ANNUAL REPORT

NOW COMES, the City Council of the City of Alabaster, a municipal entity, desires to allow the Director of Engineering, Building, & Environmental Services to submit the MWPP annual report.

After due consideration with appropriate motion being made and seconded the following Resolution is adopted:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA THAT THE CITY COUNCIL OF ALABASTER INFORMS THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT THAT THE FOLLOWING ACTIONS WERE TAKEN BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA.

- 1. Reviewed the MWPP Annual Report, which is attached to this Resolution 050823-B.
- 2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue the Ongoing infiltration and inflow remediation program.
 - (b) Continue the evaluating options for operational modifications and minor improvements to ensure compliance with the NPDES Permit.

ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of City of Alabaster

informs the Department of Environmental Management that the following actions were taken by (governing body) The City Council.

- 1. Reviewed the MWPP Annual Report which is attached to this resolution.
- 2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue ongoing infiltration and inflow remediation.
 - (b) Continue evaluating operational modifications and minor improvements to insure compliance with NPDES Permit.
 - (c)
 - (d)

Passed by a (majority)(unanimous) vote of the _____ on (date).

Clerk

Council Member RAKESTRAW introduced the following Resolution, which was seconded by Council Member COLE:



RESOLUTION 041023-B

A RESOLUTION APPROVING AN APPLICATION FOR THE FORMATION OF ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY

BE IT RESOLVED by the City Council (the "Council") of the City of Alabaster (the "City"), as follows:

Section 1. Findings. (a) The City, upon evidence duly submitted to and considered by it, hereby finds and determines that Brian Joseph Binzer, John Mark Frey, and John Richard Haggard (collectively, the "Incorporators") have filed with the Council an application in writing for permission to apply for the incorporation, under the provisions of Chapter 54A of Title 11 (the "Act") of the Code of Alabama 1975, as amended, (the "Code"), of a body corporate and politic and a political subdivision of the State of Alabama to be known as "Alabaster Downtown Redevelopment Authority" (the "Authority"). Said application (the "Application"), which includes the form of certificate of incorporation for the Authority (the "Certificate of Incorporation"), is attached hereto as Exhibit A.

(b) The City has undertaken to examine and determined that each of the residences identified at the mailing address of (i) 173 Sterling Gate Drive, Alabaster, Alabama 35007, (ii) 1238 9th Ave SW, Alabaster, Alabama 35007 and (iii) 213 Fox Valley Highlands Circle, Maylene Alabama 35114, are located entirely within the City.

(c) Attached as Exhibit B hereto is a certificate from the Secretary of State of the State of Alabama that the name of the Authority as aforesaid is not identical to that of any other entity organized under the laws of the State or so similar thereto as to lead to confusion and uncertainty (the "Certificate of the Secretary of State").

Section 2. Authorization for Incorporation of Authority. Having reviewed and considered the Application and proposed Certificate of Incorporation accompanied therewith, the Council (i) approves the Application and declares that it is wise, expedient and necessary that the Authority be formed, (ii) approves the Certificate of Incorporation, and (iii) authorizes the Incorporators to proceed to form the Authority by filing for record pursuant to the Act, including without limitation Section 11-56-5 thereof, the Certificate of Incorporation, together with the Certificate of the Secretary of State, with the office of the Judge of Probate of Shelby County, Alabama, all in accordance with the applicable provisions of the Act.

ADOPTED AND APPROVED THIS 10TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER


J. Mark Frey, City Clerk


Council President Sophie Martin

APPROVED:

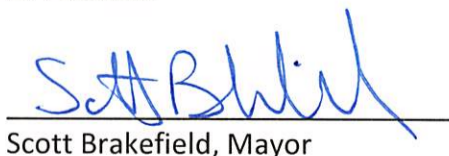

Scott Brakefield, Mayor

Exhibit A
Application to form Authority

**APPLICATION FOR INCORPORATION OF
ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY**

TO: THE CITY COUNCIL OF THE CITY OF ALABASTER

(1) We, the undersigned, each of whom is a natural person of the age of twenty-one years or more, propose to incorporate a corporation pursuant to the provisions of Chapter 54A of Title 11 of the Code of Alabama 1975, as amended (the "Act"), and do hereby file with you, as the governing body of the City of Alabaster, Alabama (the "Council"), this application, and by so doing apply for authority to incorporate a body corporate and politic with all the rights, privileges, and powers pursuant to the provisions of the Act to be known as "Alabaster Downtown Redevelopment Authority" (the "Authority").

(2) Each of the undersigned is a resident and duly qualified elector of, and owner of real property within, the City of Alabaster, Alabama (the "City").

(3) It is hereby requested that the Council adopt a resolution declaring that it is wise, expedient and necessary that the Authority be formed, approving this written application, and authorizing the undersigned to proceed to form the Authority, thereby causing the undersigned to become the incorporators of the Authority, by filing for record a certificate of incorporation for the Authority, the form of which is attached hereto as Exhibit A, all in accordance with and in the manner provided in the Act.

WITNESS our signatures this 10th day of April, 2023.

Brian Joseph Binzer

John Mark Frey

John Richard Haggard

Exhibit A
Form of Certificate of Incorporation

**CERTIFICATE OF INCORPORATION OF
THE DOWNTOWN REDEVELOPMENT AUTHORITY OF
THE CITY OF ALABASTER**

STATE OF ALABAMA)
 :
SHELBY COUNTY)

TO: THE HONORABLE JUDGE OF PROBATE
 OF SHELBY COUNTY, ALABAMA

We, the undersigned incorporators, each of whom is a natural person of the age of twenty-one (21) years or more, and a resident and duly qualified elector of, and property owner within, the City of Alabaster, Alabama (herein called the "City"), desiring to organize a corporation (herein called the "Authority") under Chapter 54A of Title 11 of the Code of Alabama 1975, as amended (herein called the "Act"), with all of the rights, powers and privileges of a body corporate and politic and a political subdivision of the State organized under said Act and under the Constitution and laws of the State of Alabama (except to the extent such powers are expressly limited hereinafter), hereby make and file this Certificate of Incorporation as required by said Act, and certify as follows:

ALABASTER DOWNTOWN REDEVELOPMENT AUTHORITY

ARTICLE I

The following are the names of the incorporators of the Authority, and each is a resident and duly qualified elector of, and owner of real property within, the City.

<u>Name of Incorporator</u>	<u>Address of Residence</u>
Brian Joseph Binzer	173 Sterling Gate Drive Alabaster, Alabama 35007
John Mark Frey	1238 9 th Ave SW Alabaster, AL 35007
John Richard Haggard	312 Fox Valley Highlands Circle Maylene, AL 35114

ARTICLE II

The name of the Authority is "The Downtown Redevelopment Authority of the City of Alabaster"

ARTICLE III

The location of the principal office of the Authority shall be 1953 Municipal Way, Alabaster, Alabama, 35007.

ARTICLE IV

The number of directors (each herein called a "Director") of the board of directors of the Authority (herein called the "Board of Directors") shall be three (3). Directors shall be appointed to the Board of Directors by the governing body of the City.

ARTICLE V

The Board of Directors shall adopt such rules and bylaws for the governance and operation of the Authority as said Board of Directors shall deem necessary or appropriate.

ARTICLE VI

In the event of the dissolution of the Authority, all assets thereof shall be distributed to the City.

* * * * *

WITNESS our hands as incorporators of the Authority this the 10th day of April, 2023 (herein called the "Execution Date")

day of


Brian Joseph Binzer


John Mark Frey


John Richard Haggard

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **JOHN RICHARD HAGGARD**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he executed the same voluntarily on the aforesaid Execution Date.

GIVEN under my hand and official seal of office, this 10th day of April, 2023

[NOTARIAL SEAL]



Lisa J. Glasgow

Notary Public

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **BRIAN JOSEPH BINZER**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he executed the same voluntarily on the aforesaid Execution Date.

GIVEN under my hand and official seal of office, this 10th day of April, 2023

[NOTARIAL SEAL]



Lisa J. Glasgow

Notary Public

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **JOHN MARK FREY**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he executed the same voluntarily on the aforesaid Execution Date.

GIVEN under my hand and official seal of office, this 10th day of April, 2023

[NOTARIAL SEAL]



Lisa J. Glasgow

Notary Public

Exhibit B
Certificate of Secretary of State



Here is the list of Government Academy participants who have expressed interest in serving on the Downtown Redevelopment Authority:

Andrea Holsomback

Richard Davis

Mike Myers

Cedric Burden

Emily Nguyen

Mike Higginbotham

Nate French

Evie Lewis-Williams

Amanda Medlin

Donna Morris

Mallory Romeo

Phyllis Bolena

Matt Ford