



REGULAR CITY COUNCIL MEETING

Monday, February 26, 2024 at 6:30 PM

Pre- Meeting at 6:00 PM

Council Chamber | 1953 Municipal Way

AGENDA

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

MINUTES APPROVAL

- [A.](#) 02-12-2024 Minutes - Regular City Council Meeting
- [B.](#) 02-22-2024 Minutes - Work Session City Council

AGENDA APPROVAL

MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

- [C.](#) March is Amyloidosis Awareness Month - Mayor's Proclamation

COUNCIL REPORTS

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

AGENDA ITEMS

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

- [1.](#) *Ordinance 24-195 Authorizing Franchise Agreement with Spectrum Southeast dba Charter Communications Inc

Public Hearing to approve the new 2024 Spectrum Southeast dba Charter Communications Inc Franchise Agreement request.

- [2.](#) *Ordinance 24-196 Cancelling Delinquent Business Licenses on March 1 of Each Year

Public Hearing to amend Section 8-34 of the Alabaster Code of Ordinances relating to business licenses.

- [3.](#) *Resolution 022624 Assessing Weed Abatement Cost for 1226 Thompson Rd

Public Hearing to place a lien on property located at 1226 Thompson Rd for weed abatement.

- [4.](#) Resolution 022624-A Authorizing Agreement with InSite Engineering LLC - I & I Reduction Program SS Hydraulic Model

Authorizing an agreement with InSite Engineering, LLC for the continued Inflow and Infiltration (I&I) Reduction Program – Sanitary Sewer Hydraulic Model, Annual Data Gathering and Support 2024 in the amount not to exceed \$115,500.

5. Resolution 022624-B Agreement with Sports Facilities Advisory LLC for Detailed Pro Forma related to Alabaster Recreation Center

Authorizing an agreement with Sports Facilities Advisory, LLC for Market Analysis and a Detailed Financial forecast (Pro Forma) for the new Alabaster Recreation Center complex in the amount of \$27,500.

6. Resolution 022624-C Declaring Items within Various Departments as Surplus

Declaring surplus items within the Public Works and Park & Recreation Departments within the City of Alabaster.

7. Resolution 022624-D Authorizing an Agreement with MBA Engineers for CMT and Inspections for the Amphitheater and Senior Center Expansion

Authorizing an agreement with MBA Engineers for Construction Materials Testing (CMT) and special inspections for the new Alabaster Amphitheater and Senior Center Addition in an amount not to exceed \$34,005.

8. Resolution 022624-E Authorizing Change Order for the Firehouse 2 New Building Project

Authorizing a Change Order allowing for additional concrete tear-out and replacement for Fire Station #2 in the amount of \$99,000.

9. Resolution 022624-F Authorizing a MOU With Regional Training Institute

Authorizing a Memorandum of Understanding (MOU) between the City of Alabaster and Regional Training Institute (RTI) to provide clinical experiences for students enrolled in EMS programs.

PUBLIC COMMENTS

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

COUNCIL COMMENTS

WORK SESSION SCHEDULED FOR THURSDAY MARCH 7, 2024 6:00 PM

ADJOURN MEETING

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

Calling Office Number: 205-664-6800

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



MINUTES OF THE REGULAR CITY COUNCIL MEETING

Council Chamber | 1953 Municipal Way

Alabaster, AL

February 12, 2024

CALL TO ORDER

The meeting was called to order at 6:03 PM and the Council organized for the Regular City Council Meeting which started at 6:31 PM with Council President Sophie Martin presiding.

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

PRESENT

Council Member - Ward 1 Sophie Martin
 Council Member - Ward 2 Rick Ellis
 Council Member - Ward 3 Stacy Rakestraw
 Council Member - Ward 4 Greg Farrell
 Council Member - Ward 5 Jamie Cole
 Council Member - Ward 6 Zach Zahariadis
 Council Member - Ward 7 Kerri Pate

MINUTES APPROVAL

- A. **01-22-2024 Minutes - Regular City Council Meeting**
- B. **02-08-2024 Minutes - Work Session City Council**

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 5 Cole. Minutes approved.

AGENDA APPROVAL

Council Member Greg Farrell made a motion to amend the agenda to include item #14 - Resolution 021224-J Relating to Agreement with Alabama Power for Traffic Signals.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 7 Pate. Amended agenda approved.

MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

- C. **Resolution 021224 Mayoral Beautification Board Appointments**

Appointing Donna Morris, Loretta Barber and Janice Lacey to Place A of the Alabaster Beautification Board with terms expiring December 1, 2026.

- D. **Arbor Day Proclamation 2024**

Arbor Day Celebration is scheduled for Saturday, February 24th at 8:00 AM.

AGENDA ITEMS

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

1. *Ordinance 24-194 Amending Administrative Sections of the Zoning Ordinance of the City of Alabaster

Public Hearing to amend various portions of the the Alabaster Zoning Ordinance.

Council President Sophie Martin called the public hearing to order and asked if anyone would like to speak in favor or against the ordinance. No one spoke for or against said ordinance. The public hearing was closed.

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 4 Farrell. Motion carried. Ordinance adopted.

2. **Ordinance 24-195 Authorizing Franchise Agreement with Spectrum Southeast dba Charter Communications Inc

Setting a public hearing for Monday, February 26, 2024 at 6:30 PM to consider approving the new 2024 Charter Franchise Agreement request.

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

3. **Ordinance 24-196 Cancelling Delinquent Business Licenses on March 1 of Each Year

Setting a public hearing for Monday, February 26, 2024 at 6:30 PM to amend Section 8-34 of the Alabaster Code of Ordinances relating to business licenses.

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 6 Zahariadis. Motion carried. Public hearing set.

4. Resolution 021224-A Authorizing Agreement with ALDOT for Project No STPAA-003(655) and (656)

Authorizing agreement with Alabama Department of Transportation for State paving project on US31 - Project #STPAA-003(655) and (656).

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 3 Rakestraw. Motion carried.

5. Resolution 021224-B Declaring Items within Various Departments as Surplus

Declaring surplus items within various departments within the City of Alabaster.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 7 Pate. Motion carried.

6. Resolution 021224-C Authorizing Funding for 2024 Gone Fishin Not Just Wishin Event

Approving request to support the Exceptional Anglers event, Gone Fishin', Not Just Wishin', at Oak Mountain State Park on May 8-10, 2024 in the amount of \$3,000.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 4 Farrell. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

7. Resolution 021224-D Authorize and Accept Grant Application for Senior Center

Authorizing the application and acceptance of the Shelby County Senior Grant to aid in funding programs and services for seniors in the community in the amount of \$2,000.

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 3 Rakestraw. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member

- Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

8. Resolution 021224-E Approving Issuance of ABC License -Lexy Express LLC dba I65 Chevron

Approving a request for a 050 – Retail Beer (Off Premises Only) and 070 – Retail Wine (Off Premises Only) Alcohol License for Lexy Express LLC dba I65 Chevron at 1100 1ST ST S Alabaster, AL 35007.

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

9. Resolution 021224-F Authorizing Agreements for General Liability, Workers Comp, and Cyber Insurance

Authorizing the Mayor to sign the 2024 insurance renewal agreements with AMIC for Liability Insurance, MWCF for Workers Comp Insurance, and RPS for Cyber Security Insurance with a cost not to exceed \$985,421.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 2 Ellis. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

10. Resolution 021224-G Authorizing Agreement with TrainFo

Authorizing a one year pilot agreement with Train Crossing Communication System | TrainFo to provide a system which notifies Waze, Daktronics Message Boards, 911 Maps and ESRI ArcGIS the status of railroad crossings at a cost not to exceed \$38,990.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 5 Cole. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

11. Resolution 021224-H Authorize and Accept Grant Applications for the City of Alabaster

Authorizing City Departments to apply for and accept all grants for which there are no matching funds required by the city.

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 7 Pate. Motion carried.

12. Resolution 021224-I Approving Issuance of ABC License - Kent Kwik 920

Approving a request for a 050 – Retail Beer (Off Premises Only) and 070 – Retail Wine (Off Premises Only) Alcohol License for Kent Stone Development LLC / Kent Kwik 920 at 1565 Simmsville Rd Alabaster, AL 35007.

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

13. **Resolution 022624 Assessing Weed Abatement Cost for 1226 Thompson Rd

Setting a public hearing for Monday, February 26, 2024, 6:30 PM to place a lien on property located at 1226 Thompson Rd for weed abatement.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 3 Rakestraw. Motion carried.

14. Resolution 021224-J Street Lighting and Traffic Agreement

Authorizing an agreement with Alabama Power relating to three traffic signals on Hwy 119 at Fulton Springs Road, Smokey Road, and Veteran's Park, as well as two other signals at Patriots Park and Industrial and 1st Ave W at CR 17.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 4 Farrell. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

PUBLIC COMMENTS

Rocky Donahoo

292 Kent Dairy Rd

Inquired about the traffic issues at Kent Dairy Rd/SR-119 with traffic congestion.

COUNCIL COMMENTS

Council President Sophie Martin thanked Mr. Donahoo for coming to the meeting and she stated that during the last Council Meeting, the city had ordered a traffic study for the Kent Dairy Rd/SR-119 intersection.

WORK SESSION SCHEDULED FOR THURSDAY, FEBRUARY 22, 2024, AT 6:00 PM

ADJOURN MEETING

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 5 Cole. Meeting adjourned at 6:57 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



MINUTES OF THE WORK SESSION CITY COUNCIL

Council Chambers | 1953 Municipal Way

Alabaster, AL

February 22, 2024

CALL TO ORDER

City Council assembled for a Work Session and the meeting was called to order at 6:02 PM with Council President Sophie Martin presiding.

ROLL CALL

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

PRESENT

Council Member - Ward 1 Sophie Martin
 Council Member - Ward 2 Rick Ellis
 Council Member - Ward 3 Stacy Rakestraw
 Council Member - Ward 4 Greg Farrell
 Council Member - Ward 6 Zach Zahariadis
 Council Member - Ward 7 Kerri Pate

ABSENT

Council Member - Ward 5 Jamie Cole

AGENDA ITEMS:

1. Financial Update

Finance Director, John Haggard provided the Council with a Financial Update by reviewing revenues and expenditures as well as discussion on capital projects and future borrowings.

2. Fire Station #2 - Change Order Request

Review a request authorizing a Change Order for Fire Station #2 in the amount of \$99,000. Added to Monday's agenda.

3. Healthcare Affiliation Agreement RTI - Discussion

Chief Love will review proposed Memorandum of Understanding between the City and Regional Training Institute (RTI) to provide clinical experiences for students enrolled in EMS programs. (Resolution 022624-F Authorizing a MOU With Regional Training Institute) Added to Monday's agenda.

4. Pro-Forma & Financial Performance Analysis

Review agreement with Sports Facilities Advisory, LLC for Market Analysis and a Detailed Financial forecast (Pro Forma) for the new Alabaster Recreation Center complex. Added to Monday's agenda.

5. Sewer Hydraulic Model Proposal

Review an agreement with InSite Engineering, LLC for the continued Inflow and Infiltration (I&I) Reduction Program – Sanitary Sewer Hydraulic Model, Annual Data Gathering and Support 2024. Added to Monday's agenda.

6. Declaring Items within Public Works Department as Surplus

Declaring surplus items within the Public Works Department within the City of Alabaster. (Resolution 022624-C Declaring Items within Public Works Department as Surplus) Added to Monday's agenda.

7. Agreement with MBA Engineers for CMT and Inspections for the Amphitheater and Senior Center Expansion

REVIEW: Authorizing an agreement with MBA Engineers for Construction Materials Testing (CMT) and special inspections for the new Alabaster Amphitheater and Senior Center Addition at a cost not to exceed \$34,005. (Resolution 022624-D Authorizing an Agreement with MBA Engineers for CMT and Inspections for the Amphitheater and Senior Center Expansion) Added to Monday's agenda.

8. Old Police Station Property Discussion

City Administrator Brian Binzer will review findings and discuss the potential future of the old Alabaster Police Department building. City Council discussed declaring the property surplus during an upcoming meeting in anticipation of selling in the near future.

9. *Resolution 022624 Assessing Weed Abatement Cost for 1226 Thompson Rd

A public hearing is set for Monday, February 26, 2024, 6:30 PM to place a lien on property located at 1226 Thompson Rd for weed abatement. Council confirmed this item is on Monday's agenda.

10. *Ordinance 24-195 Authorizing Franchise Agreement with Spectrum Southeast dba Charter Communications Inc

A public hearing is set for Monday, February 26, 2024, at 6:30 PM to consider approving the new 2024 Charter Franchise Agreement request. Council confirmed this item is on Monday's agenda.

11. *Ordinance 24-196 Cancelling Delinquent Business Licenses on March 1 of Each Year

A public hearing is set for Monday, February 26, 2024, at 6:30 PM to amend Section 8-34 of the Alabaster Code of Ordinances relating to business licenses. Council confirmed this item is on Monday's agenda.

12. Executive Session To Discuss the General Reputation and Character of an Individual and Relating to Preliminary Negotiations Involving Matters of Trade or Commerce

Alabama Code Title § 36-25A-7 (1) To discuss the general reputation and character, physical condition, professional competence, or mental health of individuals, or, subject to the limitations set out herein, to discuss the job performance of certain public employees...

Alabama Code Title § 36-25A-7 (7) To discuss preliminary negotiations involving matters of trade or commerce in which the governmental body is in competition with private individuals or entities or other governmental bodies in Alabama or in other states or foreign nations or to discuss matters or information of the character defined or described in the Alabama Trade Secrets Act...

Council President Sophie Martin announced that the Council would not reconvene following the Executive Session and City Attorney Jeff Brumlow stated that the reason for the Executive Session was authorized.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 6 Zahariadis. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Council entered Executive Session at 7:28 PM.

ADJOURNMENT

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 2 Ellis. Council exited the Executive Session and the meeting adjourned at 8:37 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



OFFICE OF THE MAYOR

CITY OF ALABASTER

PROCLAMATION

WHEREAS, Amyloidosis is a rare disease of which there are several types, one of which is similar to a blood cancer and another that is commonly inherited; and

WHEREAS, Amyloidosis affects thousands of people in the United States, some of whom live in Alabama; and

WHEREAS, the medial length of survival for an Amyloidosis patient, who does not receive treatment, is less than three years; and

WHEREAS, many patients go undiagnosed every year, and special initiatives such as this proclamation can raise public awareness and save lives; and

WHEREAS, the early diagnosis of Amyloidosis in conjunction with prompt treatments not only improves the quality of life, but extends life expectancy;

NOW, THEREFORE, I, Scott Brakefield, Mayor of the City of Alabaster, Alabama, do hereby proclaim, March 2024, as:

Amyloidosis Awareness Month

and encourage everyone to observe this month and educate yourselves about this rare disease.



WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Alabaster, Alabama to be affixed, this 26th day of February, 2024.

Mayor Scott Brakefield

ATTEST:

J. Mark Frey, City Clerk





Albert L. Scott Library

Metrics Report

JAN 2023 Metrics

Print & Non-Print Circulation	.79 YTD turnover rate
New Cards Issued	93
Programs Held	36
Program Attendance	472

Item #D.

JANUARY Highlights:



It was a reading circus at the library! Participants heard a circus themed story time, participated in puppetry, a parachute circle, and other fun circus themed activities, including freshly made cotton candy!

Cover Photo: Kids made penguin puppets in a wintry themed Small Fry preschool story time.

FEBRUARY EVENTS:

Adults, Teens, & Kids: Black Lens-A History of Black Film Feb 13 at 6:30 PM Jessica Chriesman of Sidewalk Film Center in Birmingham leads an exploration of film made by and about African Americans.

Kids: Listen & Learn, Make & Take: Black Dolls in America Feb 20 at 4:30 PM Learn about the history of black dolls in American and create your own doll!

Adults: Books & Brews at Siluria Brewery Feb 22 at 6:30 PM Books & Brews book club continues with a discussion of *Between Two Kingdoms*, a memoir by Suleika Jaouad. Meet us at the brewery, enjoy on tap beverages and food from a local food truck.

Adults: Black Dolls in America: Just Child's Play? Feb 25 at 2 PM An illustrated talk of the history and social implications of black dolls in America, plus a display of a collection of black dolls. Following the presentation, create a cloth doll of your own!

Adults: Intro to 3D Printing Feb 26 at 4 PM Learn about our 3D printer in the makerspace as well as slicing software and troubleshooting tips.

Tweens/Teens: Awful Art Contest! Feb 28 at 4:30 PM We supply all you need to create truly terrible works of art in this contest for the title of "Ugliest Work of Art".

Library Report

January-24 January-23

COLLECTIONS		Monthly Grand Total Circulation	23,408	18,908
		YTD Turnover	0.79	0.81
Physical Circulation	Adult Non-Print		1,380	1,355
	Juvenile Non-Print		417	628
	Young Adult Non-Print		-	-
	Adult Print		5,700	6,120
	Juvenile Print		4,319	4,347
	Young Adult Print		210	213
	Total Print & Non-Print Circulation		12,026	12,663
Digital Circulation	Camelia Net		10,116	4,844
	Camelia Net Advantage		198	119
	Hoopla		1,068	851
	Total Digital Circulation		11,382	5,814
Collection Changes	Books Added		594	767
	Books Withdrawn		364	600
	Media Added		34	44
	Media Withdrawn		1	36

PATRONAGE		93	106
	New	73	84
	Replacement	20	22

PROGRAMMING		Programs	Attendance	Programs	Attendance
		36	472	40	572
	Adult	11	101	12	113
	Preschool	10	192	9	155
	Juvenile	9	121	14	248
	YA	2	8	0	-
	Outreach	3	14	5	56

USAGE OF SERVICES			
Outreach Services	Outreach Center Circulation	417	NA
	Books By Mail Circulation	16	NA
Facility	Door Count	4,278	4,160
	In Library Use	627	601
	Meeting Room Use	-	-
	Curbside Pick-Up	4	1
Computer Center	Computer Use	405	431
	Wi-Fi Use	9,266	10,995
Reference	Reference Questions	509	518
	Directional Questions	603	592
	Total	1,112	1,110
Reciprocal Borrowing	Loaned In County	914	924
	Borrowed In County	611	555
	Loaned Out County	4	3
	Borrowed Out County	10	2
Volunteer Service	Friends of the Library	4.00	9.00
	Childrens Dept	32.00	-
	Adult Dept	6.00	14.00
	Volunteer Total	42.00	23.00

Scott Brakefield
Mayor

John Haggard
Treasurer



Brian Binzer
City Administrator

J. Mark Frey
City Clerk

Public Works Department

Fred Hawkins, Director

January 2024 Monthly report

163 hauls 1144 tons- Household Trash.

75 hauls 157 tons- wood waste type debris.

January junk first Monday - 117 stops 25 hauls 57 tons.

92 large bags trash removed from various highways throughout city.

Bi-monthly sweeping program did not run this month.

Bi-monthly litter removal did not run this month.

Recycle- truck was down most of the month so we do not have a recycling total for this month. The truck is back up and running so we will have totals for February.

Alabaster Fire Department Activity Report



January 2024

Timothy J. Love
Fire Chief

January 2024 Activity Report

Operations Division

Total Incidents for Month: 397

Incidents by Zone:

Firehouse 1: 137
 Firehouse 2: 99
 Firehouse 3: 154
 Out of City : 7

Incident Types:

Fire/Non-EMS:162
 EMS: :235

Incidents

Incidents January 1-January 31, 2024: 397 (+37)
 Incidents January 1-January 31, 2023: 360

Apparatus Responses

Total Unit Responses January 1 - 31, 2024: 624

Engine 11	156
Engine 12	109
Engine 13	171
Tower 19	29
Batt 10	144

Property Saved

Property Saved January 1-January 31, 2024: \$0.00

Ambulance Transports

January 1-31, 2024: 109 Patients
 January 1 – January 31, 2024: Patients 109
 January 1 – January 31, 2023: Patients 108

Total Patients Contacted January 1 – January 31, 2024, 206

Community Outreach:

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

Logistics Division

Training:

January 1 - 31, 2024, 3428 Staff hours
January 1- January 31, 2024: 3428 Staff hours (+358)
January 1- January 31, 2023: 3072 Staff hours

- 3 Personnel received Public Information Officer certification at the Alabama Fire College
- 1 Personnel received Fire Officer I certification at the Alabama Fire College
- 1 Personnel received Instructor I certification at the Alabama Fire College
- 2 Personnel received Train the Trainer Active Shooter certification.



Curtis Rigney
Chief of Police

Telephone
(205) 664-7401

Alabaster Police Department
Monthly Activity Report

January 2024

PATROL DIVISION

<u>2172</u>	Police Events	<u>78</u>	Assist Other Agency
<u>84</u>	Traffic Accidents Requiring Report	<u>159</u>	Assist Citizen
<u>598</u>	Traffic Stops	<u>87</u>	Animal Complaints
<u>270</u>	Traffic Citations (UTC'S)	<u>120</u>	CEU Hours
<u>456</u>	Traffic Warnings		
<u>62</u>	On View Arrest		
<u>60</u>	Warrant Arrest	<u>16791</u>	Business Checks Performed
<u>15</u>	Drug Arrest	<u>7052</u>	Neighborhood Checks Performed
<u>2</u>	Juvenile Arrest		
<u>2</u>	Domestic Violence Arrest		

Chief Curtis Rigney



Curtis Rigney

Chief of Police

Telephone

(205) 664-7401

Alabaster Police Department Monthly Activity Report

January 2024

Reports Requiring Investigation And/Or Action by CID

<u>0</u>	Arson	<u>0</u>	Menacing
<u>1</u>	Assault	<u>0</u>	Murder
<u>1</u>	Burglary	<u>0</u>	Obstruction of Justice
<u>1</u>	Criminal Mischief	<u>0</u>	Rape
<u>0</u>	Domestic Violence	<u>2</u>	Receiving Stolen Property
<u>0</u>	Escape	<u>0</u>	Robbery
<u>2</u>	Forgery/PFI	<u>4</u>	Unlawful B&E of Vehicle
<u>4</u>	Fraud. Use Credit Card	<u>0</u>	Unauth. Use of Vehicle
<u>0</u>	Harassment	<u>0</u>	Sex Crimes
<u>2</u>	Identity Theft	<u>0</u>	Terrorist Threats
<u>2</u>	Juvenile Runaway	<u>20</u>	Theft of Property
<u>25</u>	Felony Warrants Obtained	<u>25</u>	Felony Cases Assigned
<u>1</u>	Misd. Warrants Obtained	<u>11</u>	Misd. Cases Assigned
<u>4</u>	Juvenile Petitions Obtained	<u>49</u>	Total Cases Assigned
<u>2</u>	CID Arrests		
<u>1</u>	CID Juvenile Arrests	<u>25</u>	Cases Closed



BUILDING AND ENGINEERING SERVICES MONTHLY REPORT



January 2024

Monthly Summary By Type (Permits Issued)

Date xlRange from January 2024					
Permit Type	Use	# of Permits	Valuation	Cost	
Addition	-	0	0.00	0.00	
Civil Construction	-	0	0.00	0.00	
Deck	Residential	1	4,100.00	225.00	
Electrical	Non-Residential	4	47,700.00	674.00	
Electrical	Residential	11	95,050.00	1,680.57	
Fence	-	0	0.00	0.00	
Fire Sprinkler System	-	0	0.00	0.00	
Fire Suppression System	Non-Residential	1	5,500.00	180.50	
Floodplain Development	-	0	0.00	0.00	
Gas	Residential	3	2,850.00	375.00	
Mechanical	Non-Residential	2	30,250.00	357.12	
Mechanical	Residential	11	98,730.00	1,389.24	
Meter Release Inspection	Residential	1	0.00	50.00	
Mobile Home Set	-	0	0.00	0.00	
New Building	Residential	7	1,826,590.00	69,135.18	
Land Disturbance	Non-Residential	2	0.00	800.00	
Land Disturbance	Residential	6	0.00	600.00	
Plumbing	Non-Residential	1	2,500.00	100.00	
Plumbing	Residential	10	133,595.00	1,760.54	
Porch	-	0	0.00	0.00	
Remodel / Renovation	Non-Residential	1	0.00	150.00	
Remodel / Renovation	Residential	3	56,664.00	919.42	
Retaining/Decorative Wall	-	0	0.00	0.00	
Right-of-Way / Excavation	-	0	0.00	0.00	
Roofing	Non-Residential	1	31,700.00	319.45	
Roofing	Residential	5	109,148.00	1,177.76	
Siding	-	0	0.00	0.00	
Sign	Non-Residential	1	4,000.00	69.00	
Structure Over 200 Sq ft	Residential	2	0.00	407.75	
Structure Under 200 Sq ft	-	0	0.00	0.00	
Swimming Pool	Residential	1	65,000.00	727.50	
Water/Sewer Connection	-	0	0.00	0.00	
TOTALS		74	2,513,377.00	81,098.03	

Having previously been introduced at the **February 12, 2024**, council meeting, Council Member _____ moved the adoption of the following Ordinance, which was seconded by Council Member _____:



ORDINANCE 24-195

AN ORDINANCE GRANTING A NON-EXCLUSIVE RIGHT-OF-WAY USE AGREEMENT TO SPECTRUM SOUTHEAST, LLC d/b/a CHARTER COMMUNICATIONS, INC, FOR THE PURPOSE OF PROVIDING SERVICES, FACILITIES AND EQUIPMENT NECESSARY TO MEET THE CURRENT AND FUTURE CABLE-RELATED NEEDS OF THE COMMUNITY WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF ALABASTER, ALABAMA

WHEREAS, Spectrum Southeast, LLC d/b/a Charter Communications, Inc. (hereinafter referred to as the “the Company”) desires to continue to provide services, facilities and equipment necessary to meet the current and future needs of the community, and on public rights-of-way within the City of Alabaster, Alabama; and

WHEREAS, the Company agrees and recognizes that it is required to obtain consent in the form of a right-of-way use agreement from the City of Alabaster in order to construct and maintain the transmission lines within the corporate limits of the City of Alabaster; and

WHEREAS, the City Council wishes to accommodate the Company’s request and grant a right-of-way use agreement for the provision of cable services to the community in accordance with the terms and conditions contained herein.

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

The City Council of the City of Alabaster does hereby grant Spectrum Southeast, LLC dba Charter Communications, Inc., at execution of this Ordinance by the Company, a non-exclusive right-of-way use agreement granting the limited authority to construct and maintain cable transmission lines in the City of Alabaster in and along the rights-of-way of the City, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

THIS AGREEMENT (“Agreement”) dated February 26, 2024 is made by and between Spectrum Southeast, LLC d/b/a Charter Communications, Inc. (“Charter”), a Delaware corporation and Alabaster, Alabama, (“City”) and applies to subscribers within the City.

RECITALS

WHEREAS, the City recognizes that Charter has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of Charter is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, the City and Charter have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, the Parties believe that the system and services that Charter will use in the City to provide Cable Services as defined in 47 U.S.C. 522 (6) are subject to Title VI of the Communications Act of 1934, as amended ("Title VI"); and

WHEREAS, the Parties acknowledge and agree that by entering into this Agreement the City reserves all rights it may have to regulate Charter's use of the right-of-way 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 right-of-way by virtue of executing this Agreement.

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

1. Terms. Words used in this Agreement which are not defined shall have the meaning ascribed to them in the Cable Communications Act of 1984, as amended by the Cable Communications Policy Act of 1992, the Telecommunications Act of 1996 and as amended from time to time. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. As used herein, the term "Video Cable" shall mean "Cable Service" as defined in the foregoing acts.
2. Requirements. The City hereby grants to Charter a nonexclusive Franchise which authorizes Charter to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.
 - a. Police Powers and Conflicts with Franchise. Charter agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of Charter that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police power, the City may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by Charter and the City. In the event of any conflict between this Franchise and any City ordinance or regulation, this Franchise will prevail.

- b. The City shall maintain its police powers in a nondiscriminatory manner over installation of facilities in the public rights of way.
- c. Charter agrees that it must locate its Cable Service equipment in the right-of-way 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.
- d. Charter shall comply with the lawful application of all generally applicable provisions of the Code of Ordinances of the City, state and federal law with respect to the location of Charter's Cable Service equipment and facilities in the right-of-way. If the location selected by Charter for a specific Cable Service cabinet raises a reasonable public health, safety, and welfare concern, the City and Charter 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 right-of-way and that are acceptable to the City.
- e. Charter shall comply with the same terms and conditions as are applicable under its existing authorizations for Charter's facilities and equipment in the right-of-way with respect to all work involved in the construction, maintenance, repair and upgrade of the Cable System. Nothing in this Agreement shall in any way reduce or expand the City's authority over the right-of-way to the maximum extent permitted by law.
- f. The City agrees to subject the construction and installation of the Video Cable System to the same process and review as it subjects the installation and construction of Charter's existing communications infrastructure consistent with applicable provisions of the City ordinances, rules and regulations, state and federal law.
- g. 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 Cable System facilities in a timely and prompt manner consistent with reasonable City practices. City agrees not to unreasonably block, restrict, or limit the construction and installation of the Cable System.
- h. With respect to the Cable System of Charter located in the right-of-way and utilized to provide Cable Service:
- i. All construction practices for Cable System facilities shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended.
 - ii. All installation of electronic Cable System equipment shall be installed in accordance with the provisions of the National Electrical Safety Code.
 - iii. Antennas and their supporting structures (towers) used exclusively for the provision of Cable Service shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state and City directives, codes and regulations.
 - iv. All of Charter's Cable System equipment and facilities shall be installed, located, erected, constructed, reconstructed, replaced, relocated, or removed in accordance and in compliance with all generally applicable City Resolutions, rules and regulations, including the Uniform Regulations Pursuant to Authorization of *Ala. Code §11-88-14* Concerning Location of Utilities on City Rights-Of-Way. All such work must be performed so as not to unreasonably interfere with road improvements the City may deem appropriate to make, or unlawfully hinder or obstruct the rights of the traveling public. All cables and other Cable System equipment shall be properly installed and shall not be left unburied, unstrung, or otherwise in an incomplete state so as to interfere with the health, safety and welfare of the City or the public. In the event of a required pole relocation, Charter shall make any and all necessary adjustments within sixty (60) days of being notified by its pole provider of the completion of said pole relocations. Nothing in this Section shall be construed to limit Charter'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.

v. Charter shall at all times employ ordinary care and shall use commonly accepted methods and devices.

vi. Charter shall comply with the provisions of the City Resolutions, rules and regulations regarding tree trimming on public rights of way.

3. Compensation to City.

3.1 During the term of this Agreement, Charter shall pay to the City a franchise fee equal to 5% of the Gross Revenue, as defined herein, which fee shall be paid quarterly and transmitted by electronic funds transfer to a bank account designated by City. Such fees shall be paid to the City within 45 days after the end of the preceding calendar quarter for which payment is made. Charter 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.

3.2 Payment shall be accompanied by a written statement setting forth the Gross Revenue for the quarter for which the payment is submitted. In the event that a Franchise Fee or other sum due is not received by the City on or before the date due, Charter shall pay in addition to the payment, or sum due, interest from the due date at a rate equal to the prime rate plus one percent (1%) as of the date upon which the payment was due.

3.3 Gross revenues shall mean all revenues, calculated in accordance with generally accepted accounting principles (GAAP), derived from the operation of the cable system for the provision of cable services within the City. This gross revenue definition will exclude non-subscriber based revenue sources, such as advertising and home shopping network fees. Gross revenues shall include the following:

- a. Recurring charges for cable or video service.
- b. Event-based charges for video service, including, but not limited to, pay-per-view and video-on-demand charges.
- c. Rental of cable boxes and other services or video service equipment required to receive cable or video Service.
- d. Service charges related to the provision of cable service or video service including but not limited to activation, installation and repair charges.
- e. Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
- f. Late payment fees or charges.
- g. In the case of video service or cable Service that is bundled or integrated functionally with other services, capabilities or applications, the portion of the video provider's revenue attributable to the other services, capabilities or applications shall be included in the gross revenue unless the cable provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

3.4 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 fees, 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 Charter;
- c. Any tax, fee, or assessment of general applicability imposed on the consumer 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 Charter 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 Upon written notice by the City to Charter to provide capacity for the City's public, educational and governmental ("PEG") programming through Charter's Cable System, the City and Charter will meet to discuss construction, equipment and costs associated with launching a PEG channel for the City, provided, however, that all costs associated with the operation of the PEG channel and the transmission of PEG programming from the City's origination point to Charter's headend or hubsite shall be the responsibility of the City. Following discussions between the City and Charter, if technically feasible, within one hundred twenty days (120) days Charter will provide one (1) downstream PEG access channel on the Cable System for use by the City for non-commercial, video programming for PEG access programming. The PEG channel may be placed on any tier of service available to subscribers in compliance with applicable law.

Upon the City demonstrating that the first channel is substantially utilized as defined below, and that upon activation of a second channel it will also be substantially utilized. The City may request, and Charter shall provide, a second PEG Channel upon 180 days advance written notice by the City. "Substantially Utilized" shall be defined as 15 continuous hours each calendar day with at least seventy-five percent (75%) of this block must be original, non-duplicated content. The second channel must also be substantially utilized in order for the City to have access to this second PEG channel. 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 Charter's cable technology.

Any operation of any PEG access channel by City shall be the responsibility of the City, and Charter's only obligation, if any, is the responsibility for the downstream transmission of such channel from its headend or hubsite to subscribers. 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 Charter in the future, if any, are provided or submitted to Charter, at the Charter designated connection point, in a manner or form that is capable of being accepted and transmitted by Charter, without requirement for additional alteration or change in the format or content by Charter, over the network of Charter, and which is compatible with the technology or protocol utilized by Charter to deliver Cable Service.

4.2 If the City elects to activate a PEG Channel in accordance with Section 4.1 above, Charter shall pay the City a PEG fee determined by the City as reasonable to meet the needs and interests of the cable-related community, taking into account the costs of meeting those needs and interests, and following a public hearing, which fee shall not exceed one percent of Charter's Gross Revenues as defined by paragraph (3.3) of this Agreement for PEG. The City shall provide Charter 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. Section 531 (a) (4) (B) and may be used by the City as allowed by 47 USC 542 (g); further, the PEG fee shall not be offset, deducted or chargeable as a credit against franchise fee payments required by Section 3 of this Agreement provided that this PEG fee is being used in accordance with federal law. Payments made for PEG support shall be collected and paid in the same manner as outlined in Section 3 of this Agreement. The provider 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.

5. Emergency Message If Charter provides access to an Emergency Alert System ("EAS") to the City, then the City shall permit only appropriately trained and authorized persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of Charter's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The City shall hold

Charter, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

6. Customer Service Standards. The City acknowledges that presently there are two or more wireline providers offering service within the City. In the event Charter is the only wireline provider offering service within the City, the City will require that Charter comply with the customer service requirements set forth in 47 C.F.R. Section 76.309 (c) as a condition of this Franchise. If Charter customers contact City with a complaint or request for assistance of any kind pertaining to Cable Service, including but not limited to billing, installation, repair or service inadequacies, City will contact Charter's customer service representative to address the customer complaint or request. Charter will address and resolve or attempt to resolve the complaint or request as soon as possible and communicate the planned actions to the City within 24 hours of Charter's notice of the complaint if reasonably possible. The City may contact the FCC at any time regarding concerns about Charter's customer performance.

7. Removal. Upon abandonment, Charter 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 Charter used exclusively for video services and restore the property at Charter's cost. In the event that Charter fails to timely remove any such equipment, the City shall have the right to remove said equipment and restore the property at Charter's expense.

8. Insurance.

8.1 Charter shall maintain throughout the term of the Agreement insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

b. The City shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. Charter shall furnish the City with current certificates of insurance evidencing such coverage within thirty (30) days of the Effective Date, and thereafter upon request and naming the City as an additional insured on all such policies.

8.2 Self-Insurance. Charter 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. Consent by the City shall not be unreasonably withheld.

8.3 Maintenance of Insurance Policies. The liability insurance policies required under this Section shall be maintained by Charter through the term of this Agreement. A thirty (30) day notice of cancellation will be provided to the contact name and email address provided by the City. It is the responsibility of the City to provide Charter with up-to-date contact name and email address. A notice of cancellation for nonpayment of premium is not provided.

8.4 Alteration of Minimum Limits. The City may, following the Effective Date, request in writing, increasing 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 Areas as of the Effective Date.

8.5 No Limit of Liability. The legal liability of Charter 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.

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 the parties may use a mediator when such discussions have failed.
11. Non-discrimination. Charter shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.
12. Indemnification. Charter shall, by acceptance of the Franchise granted herein, defend the City, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Charter in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold City, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Charter arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the City shall give Charter written notice of its obligation to indemnify the City within fifteen (15) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the City shall tender the defense thereof to Charter and Charter shall have the right to defend, settle or compromise any claims arising hereunder and the City shall cooperate fully herein. If the City determined in good faith that its interests cannot be represented by Charter, Charter shall be excused from any obligation to represent the City. Notwithstanding the foregoing, Charter shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the Cable System.

12.1 Charter shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by Charter for which Charter is legally responsible, subject to any and all defenses and limitations of liability provided at law. The City shall not be required to indemnify Charter for the above acts of Charter, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

12.2 The City shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by the City for which the City is legally responsible, subject to any and all defenses and limitations of liability provided at law. Charter 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 either personally, by facsimile, by nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below or by U.S. certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

City of Alabaster
 1953 Municipal Way
 Alabaster, AL 35007Alabaster
 City Clerk Email: mfrey@cityofalabaster.com

Alabaster City Attorney Email: jbrumlow@brumlowlegal.com

If to Charter:

Charter Communications
Attn: Legal Department
601 Massachusetts Avenue NW
Suite 400 West
Washington, DC 20001

With copies to:

Charter Communications
Attn.: Director, Government Relations
151 London Parkway
Birmingham, AL 35211
Email: taylor.vice@charter.com

14. Compliance with Local and other Laws. Charter shall comply with all applicable laws, ordinances, and codes of the U. S. Government and the State of Alabama, and any relevant generally applicable, laws, codes and ordinances of the City. Furthermore, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
15. Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551). Charter will comply with all applicable state and local privacy laws during the term of this Agreement, to the extent such laws apply to Charter and to its obligations under this Agreement.
16. Taxes. Nothing contained in this Agreement shall be construed to exempt Charter's Cable 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 Charter product is equally applicable to all other businesses in the City.
17. Employment. Charter 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 Charter shall maintain books of account and records adequate to enable Charter to demonstrate that it is in compliance with the obligation to pay the fees described in Section 3.1 of this Agreement with respect to the Cable Service. Charter shall also maintain books and records to demonstrate Charter's compliance with all other terms of this Agreement. Charter shall not be required to maintain books and records for compliance purposes under this Agreement for a period longer than three (3) years.
 - 18.2 The City shall have the right to audit Charter within three (3) years from which the fee payment was due. The City may recompute any amounts determined to be payable in satisfaction of the fees described in Section 3 of this Agreement with respect to Cable Service. Any additional and valid amount due the City as a result of the audit shall be paid by Charter within thirty (30) days after Charter receives a written notice from the City. The notice that the City sends to Charter shall include a complete 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 as described in Section 3.1 of this Agreement with respect to Cable Service that has been recomputed pursuant to Section 18.2 above is not made on or before the expiration of thirty (30) days following written notice by the City, Charter shall be charged

and shall pay on amounts actually owed, but not disputed amounts, 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 as published by the Regions Bank of Birmingham.

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

18.5 City acknowledges that some of the records which may be provided by Charter may be classified as confidential and therefore may subject Charter to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Charter which are not required to be made public pursuant to applicable laws. Charter shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

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 11 of this Agreement.

20. Termination and Revocation of this Agreement.

20.1 Prior to revocation or termination of the Franchise, the City shall give written notice to Charter of its intent to revoke the Franchise on the basis of a pattern of noncompliance by Charter, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. Charter shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the City has not received a satisfactory response from Charter, it may then seek to revoke the Franchise at a public hearing. Charter shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

20.2 At the hearing, the City shall give Charter an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to Charter within ten (10) business days. The decision of the City shall be made in writing and shall be delivered to Charter. Charter may appeal such determination to an appropriate court, which shall have the power to review the decision of the City de novo. Charter may continue to operate the Cable System until all legal appeals procedures have been exhausted.

20.3 Notwithstanding the above provisions, Charter does not waive any of its rights under federal law or regulation.

20.4 Upon revocation of the Franchise, Charter may sell the Cable System, remove the Cable System from the Streets of the City, or abandon the Cable System in place.

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 Charter of Cable 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. Either Charter 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) Charter concludes in its reasonable business judgment that Cable Service in the City is no longer technically,

economically or financially consistent with Charter's business objectives; or (b) a change in state or federal law permits the City to obtain greater compensation from Charter than the compensation provided for under the terms of this Agreement.

23. Assignment

23.1 Subject to applicable law, Charter may not assign or transfer this Agreement or any interest therein, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

23.2 A change in the actual working control of Charter 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 another party owned by or under common control with Charter, or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of Charter 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 Charter 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 the City and Charter with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and Charter 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 Charter 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 Charter 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.

26.5 If any particular section of this Agreement shall be held invalid, the remaining provisions and their application shall not be affected thereby.

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. Charter 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 event, 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. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Charter's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
31. Severability. If any particular section of this Agreement shall be held invalid, the remaining provisions and their application shall not be affected thereby.
32. Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.
33. Choice of Law. This Agreement shall be construed and interpreted according to the Federal law and the laws of the State of Alabama.
34. Term. The Agreement shall be for a term of five (5) years, commencing on the Effective Date of this Agreement as set forth in Section 35. This Agreement will be automatically extended for an additional term of five (5) years from such effective date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least one hundred eighty days (180) before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
35. Effective Date. The Agreement will take effect and be in full force from such date of acceptance by Charter recorded on the signature page of this Agreement. This Agreement shall expire on February 25, 2029 unless extended in accordance with Section 34 of this Franchise or by the mutual agreement of the parties.
36. Other Agreements. If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the City or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the City, the City shall, within thirty (30) days of a written request from Charter, modify this Agreement to insure that the obligations applicable to Charter are no more burdensome than those imposed on the new competing provider. If the City fails to make modifications consistent with this requirement, City's Agreement shall be deemed so modified thirty (30) days after Charter's initial written notice. As an alternative to the Agreement modification request, Charter shall have the right and may choose to have this Agreement with the City deemed expired thirty (30) days after

written notice to the City. Nothing in this Agreement shall impair the right of the Charter to terminate this Agreement and, at Charter’s option, negotiate a renewal or replacement agreement, license, consent, certificate or other authorization with any appropriate government entity.

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 February, 2024.

Spectrum Southeast, LLC
By: Charter Communications, Inc., Its Manager

By: _____ Date: _____
Name: Paul Abbott
Title: Vice President, Government Affairs

THIS ORDINANCE IS ADOPTED AND APPROVED AND EXECUTED THIS 26TH DAY OF FEBRUARY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

Having previously been introduced at the **February 12, 2024**, council meeting, Council Member _____ moved the adoption of the following Ordinance, which was seconded by Council Member _____:



ORDINANCE 24-196

AN ORDINANCE AMENDING SECTION 8-34 OF THE ALABASTER CODE OF ORDINANCES (2015) RELATING TO PENALTIES, INTEREST AND DELINQUENT LICENSES

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

Section 1. Amending Section 8-34 of the Alabaster Code of Ordinances

Section 8-34 of the Alabaster Code of Ordinances (2015) is hereby amended to read as follows:

Sec. 8-34. Penalties and interest and cancellation.

- (a) All licenses not paid within 30 days from the date they fall due shall be increased by 15 percent for the first 30 days they shall be delinquent, or fraction thereof, and shall be measured by an additional 15 percent for a delinquency of 60 or more days, but this provision shall not be deemed to authorize the delay of 30 days in the payment of the license due, which may be enforced at once.
- (b) In the case of persons who began business on or after the first day of the calendar year, the license for such new business shall be increased by 15 percent for the first 15 days they shall be delinquent, and shall be measured by an additional 15 percent for a delinquency of 45 days or more.
- (c) All delinquent accounts (both license taxes and penalties) shall also be charged at the interest rate specified by the Code of Alabama.
- (d) To the extent a licensee underreports gross receipts, the licensee shall be subject to penalties and interest on the underreported amount.
- (e) All licenses not renewed by March 1 of the calendar year are deemed canceled. Any persons seeking to reinstate a cancelled license must apply for the for a new license that shall be subject to all inspections and zoning reviews prior to its issuance. If a new license is granted the licensee was doing business shall also pay any penalties and interest that have accrued from January 1 to the date of the issuance of the new license.

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

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

ADOPTED AND APPROVED THIS 26 DAY OF FEBRUARY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Having been previously introduced during the **February 12, 2024**, Council Meeting, Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 022624

**RESOLUTION AUTHORIZING THE PLACEMENT OF LIEN
ON PROPERTY LOCATED AT 1226 THOMPSON RD**

WHEREAS, on **Monday November 27, 2023**, with Resolution 112723, the Council, upon recommendation of the Fire Marshal and Code Enforcement, declared **1226 THOMPSON RD/PIN 23 2 10 1 007 061.000**, in the City of Alabaster, Alabama, **Owner IMAX Marketing LLC**, to be a public nuisance; and,

WHEREAS, the Fire Marshal and Code Enforcement has made a report to the Council of the cost of abatement on said property in the total amount of **\$482.13** for the abatement of weeds; and,

WHEREAS, the Administration advised the Council that an additional cost of **\$426.61** for advertising, legal fees, recording fees and postage are associated with this abatement; and,

NOW, THEREFORE, AFTER DUE CONSIDERATION, BE IT RESOLVED,

1. That costs in the amount of **\$908.74** are hereby assessed against **1226 THOMPSON RD/PIN 23 2 10 1 007 061.000**, in the City of Alabaster, Alabama.
2. That the Clerk is to hereby publish a copy of this resolution in the manner prescribed.
3. That the Clerk is hereby directed to mail a certified copy of this resolution by certified or registered mail to the person last assessed for ad valorem taxes on the property.
4. That the Clerk is hereby directed to file a certified copy of this resolution in the Probate Court of Shelby County, Alabama.

ADOPTED AND APPROVED THIS 26TH DAY OF FEBRUARY 2024.

ATTEST:

CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



RESOLUTION 022624-A

**A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
WITH INSITE ENGINEERING LLC
FOR ALABASTER INFLOW AND INFILTRATION (I & I) REDUCTION PROGRAM
SANITARY SEWER HYDRAULIC MODEL ANNUAL DATA GATHERING & SUPPORT 2024**

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 Inflow and Infiltration (I&I) Reduction Program – Sanitary Sewer Hydraulic Model, Annual Data Gathering and Support 2024; and

WHEREAS, said I&I Reduction Project is progressing as planned and continues the progression of leak indication for this project; and

WHEREAS, Agreement will include the following:

Phase 2 – Annual Data Gathering / Processing / Assistance	\$ 32,500
Phase 5 - Sanitary Sewer Model	\$ 82,500
Cost Plus 15%	\$ <u>500</u>
Total	\$115,500

and;

WHEREAS, Sanitary Sewer Hydraulic Model, Annual Data Gathering and Support 2024, will not exceed **\$115,500** agreement (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 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 26TH DAY OF FEBRUARY 2024.

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



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 Sanitary Sewer Model, Annual Data Gathering and Support 2024

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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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 Sanitary Sewer Model, Annual Data
Gathering and Assistance 2024 (“Project”).
Description of Engineer’s Services: Work will include preparation of a sewer model utilizing the City of Alabaster GIS information
And annual data gathering and assistance for 2024

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.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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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.

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.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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9.01 Payment (Lump Sum Basis)

A.			
1.	A Hourly Sum not To Exceed \$	32,500	Annual Data Gathering / Processing / Assistance
2.	A Lump Sum amount of \$	82,500	Sanitary Sewer Model.
3.	Cost Plus 15% \$	500	Reimbursable Expenses (Printing / Plotting / Vehicle Mileage
	Total Contract Amount \$	115,500	

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:	2/21/24
		License or Certificate No. and State	CA #2736 E

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

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 (Lump Sum Basis)
 EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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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.

<u>Classification</u>	<u>Rate/Hour</u>
Principal Engineer	\$195.00
Sr. Professional Engineer	\$160.00
Professional Engineer	\$120.00
Engineer Intern	\$100.00
GIS/IT Engineer	\$100.00
GIS/IT Technician	\$95.00
Sr. Civil Designer	\$145.00
Civil Designer	\$100.00
CADD Technician	\$80.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$80.00
Student Intern	\$50.00

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

<u>In-House Printing and Plotting Fees:</u>	
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 January 1, 2024
 (Replaces Schedule of Fees dated February 1, 2023)

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. Annual Data Gathering / Processing / Assistance (Hourly NTE)

Items will include assistance with Data gathering from reports, tvi, field inspections, etc. Processing of data includes TVI review, rankings, logging of information. Assistance may include GIS revisions, review, processing of field data collected by Alabaster Staff, Assistance with Flow Monitoring, or other items as necessary.

4. Sanitary Sewer Model (Lump Sum)

Will include the importing of all sanitary sewer system data from GIS. Processing and Review of generated issues, adjustment, and repairs to data. Importing and development of pump station set up in models. Importing of water model data for water useages, etc.

Calibration of model using known flows and hydraulic elevations in pipes.

Modeling, once completed, shall include two review scenarios of pump station upgrades or equivalent.

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 future I & I rehabilitation work, the following items will need to be provided by the City of Alabaster:

- Updated GIS shape files
- Available Manhole Inspections
- Assistance with obtaining Water Meter Data and Shapefiles
- if required Obtaining Elevation Data if Not Present in Shapefiles
- Flow monitoring (when required)

- Providing Pump Station Information (curves, sizes, etc.) if not available

5. 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.

6. 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.

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

Item #5.



RESOLUTION 022624-B

**AUTHORIZING AGREEMENT WITH SPORTS FACILITIES ADVISORY, LLC
FOR DETAILED FINANCIAL FORECAST (PRO FORMA)
FOR THE NEW ALABASTER RECREATION CENTER**

WHEREAS, the City of Alabaster is in need of Market Analysis and a Detailed Financial forecast (Pro Forma) for the new Alabaster Recreation Center complex; and,

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into a professional services agreement with Sports Facilities Advisory, LLC for a Pro Forma for the new 97,700 square foot Recreation Center complex; and

WHEREAS, services will include:

- Project Kick-Off Call
- Existing Data Review & Market Analysis
- Remote Development Planning Session (DPS)
- Detailed Financial Forecast (Pro Forma)
- Executive Summary & Recommendations

Total \$27,500

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

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

ADOPTED AND APPROVED THIS 26TH DAY OF FEBRUARY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

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



RESOLUTION 022624-C

A RESOLUTION TO SUPPORT THE DECLARING AS SURPLUS AND DISPOSAL OF ITEMS WITHIN THE CITY OF ALABASTER

WHEREAS, the City Administration needs to dispose of certain property within the Public Works and Park & Recreation Departments, and;

WHEREAS, it is the desire of the City Council of the City of Alabaster to agree with this request to declare said property as surplus and allow the disposal of said items, in accordance of law, as requested, and;

WHEREAS, surplus material consists of 67 Rolls of Tensar H-Series Roadbed Underlayment Material that were left over from a recent paving project and various pieces of scrap metal currently being stored behind the Park & Recreation shop.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. That the City Council of the City of Alabaster, Alabama, approves said recommendation and declares these 67 Rolls of Tensar H-Series Roadbed Underlayment Material and scrap metal located at Park & Rec be considered surplus and allows for the disposal of said items.
2. The City Council also authorizes Mayor Scott Brakefield to execute all documentation necessary to complete this transaction and City Clerk, Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 26TH DAY OF FEBRUARY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



RESOLUTION 022624-D

**A RESOLUTION TO ENTER INTO A PROFESSIONAL AGREEMENT WITH MBA ENGINEERING LLC
CONSTRUCTION MATERIALS TESTING (CMT) AND SPECIAL INSPECTIONS
FOR THE NEW ALABASTER AMPHITHEATER AND SENIOR CENTER ADDITION**

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 professional agreement with MBA Engineers, Inc., for Construction Materials Testing (CMT) and special inspections for the new Alabaster Amphitheater and Senior Center Addition within the City of Alabaster, Alabama; and

WHEREAS, the amount of this service agreement will not to exceed **\$34,005** which includes:

SCOPE OF SERVICES / FEE SUMMARY

- Earthwork and Foundations \$10,210
- Cast-in-Place Concrete \$9,700
- Structural Masonry \$4,840
- Steel Inspections \$1,750
- Exterior Pavement \$2,495
- Project Engineering & Management \$5,010

Total Lump Sum/Hourly Estimate Fee and Reimbursable Estimate \$34,005.

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 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 26TH DAY OF FEBRUARY 2024.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

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

Item #8.



RESOLUTION 022624-E

**RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR
FIREHOUSE #2 NEW BUILDING PROJECT**

WHEREAS, by Resolution Number 081423-H, the City awarded a contract for construction for the Firehouse #2 Building Expansion, to Wayne Davis Construction, LLC., and;

WHEREAS, Change Order No. 1 is required for the following:

- 1) Preliminary Construction Fees
- 2) Demolition of Existing Concrete in Highlighted Locations
- 3) Haul Off and Dump Fees
- 4) Dowell and Epoxy #4 Rebar in Existing Concrete
- 5) 8" 4000 PSI Concrete Material and Labor
- 6) Wire Reinforcement
- 7) Light Broom Finish

, and;

WHEREAS, all prices in said change order has been reviewed by the engineer and City Staff and have been recommended to the Council as reasonable, fair and equitable in the amount of \$99,000.00.

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

- 1. The City Council finds that the requested Change Order No. 1 on the construction for the Firehouse #2 Building Expansion, to Wayne Davis Construction, LLC., contract are justified and constitute a public purpose.
- 2. The City Council finds that, upon recommendation from city staff and the engineer, the prices are reasonable, fair and equitable.
- 3. The contract is hereby amended and changed to add \$99,000.00 to the contract.

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

ADOPTED AND APPROVED THIS 26TH DAY OF FEBRUARY 2024.

ATTEST:

CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

CHANGE ORDER NO.: 1

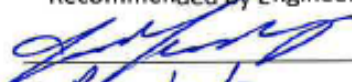
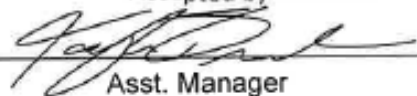
Owner: The City of Alabaster, Alabama
 Engineer: InSite Engineering, LLC
 Contractor: Wayne Davis Construction, LLC.
 Project: 22151.00 – Alabaster Fire Station No. 2 Expansion
 Contract Name:
 Date Issued: _____ Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description: Demolition of existing concrete on the West side of the Existing Fire Station Building, the section adjacent to the North Sidewalk, and a 10x10 section in the center of the main fire truck drive. Dowell and epoxy new 8" Thick Wire Reinforced 4000psi Concrete where existing concrete was demolished.

Attachments: Exhibit A

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price: \$ 793,853.00		Original Contract Times: Substantial Completion: 120 Days Ready for final payment: 180 Days	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____	
Contract Price prior to this Change Order: \$ _____		Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____	
[Increase] [Decrease] this Change Order: \$ 99,000.00		[Increase] [Decrease] this Change Order: Substantial Completion: Add 30 Days Ready for final payment: no change	
Contract Price incorporating this Change Order: \$ 892,853.00		Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____	

<p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: <u></u> Title: <u>President</u> Date: <u>2/22/24</u></p> <p style="text-align: center;">Authorized by Owner</p> <p>By: _____ Title: _____ Date: _____</p>	<p style="text-align: center;">Accepted by Contractor</p> <p><u></u> Asst. Manager</p> <p><u>2/22/24</u></p> <p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>By: _____ Title: _____ Date: _____</p>
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Wayne Davis Construction, LLC
13523 Highway 17 Montevallo, AL
35115 #205-665-1183

Alabaster Fire Station 2
ATTN: Chief Tim Love
RE: Exhibit A
2/19/24

We are pleased to present you the following proposal

Scope of Work

- Preliminary Construction Fees
Demolition of Existing Concrete in Highlighted Locations
Haul Off and Dump Fees
Dowell and Epoxy #4 Rebar in Existing Concrete
8" 4000psi Concrete Material and Labor
Wire Reinforcement
Light Broom Finish

Total: \$99,000.00

Thank you for giving us the opportunity to quote this project. if you have any questions, please feel free to contact Me.

Taylor Brooks
2057685797
taylor@jpalabama.com

2/19/2024

Wayne Davis Construction, LLC.



2/19/2024

Wayne Davis Construction, LLC.



RESOLUTION 022624-F

AUTHORIZING A MOU FOR HEALTH CARE CLINICAL EXPERIENCE BETWEEN REGIONAL TRAINING INSTITUTE AND THE CITY OF ALABASTER

WHEREAS, the Mayor and City Council wish to provide clinical experiences for students enrolled in EMS programs, and

WHEREAS, the City agrees to serve as a cooperating health care facility and provide clinical experiences for Students at the Facility in the Institute’s program.

WHEREAS, The City of Alabaster, through the Alabaster Fire Department, has the capability, through its medical records, clinical, or medical administration departments, to provide settings for clinical experiences required by such Students and desires to provide a setting for such clinical experiences in cooperation with the Institute in order to support quality education for health professionals in the community and the delivery of appropriate health services to the community.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

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

ADOPTED AND APPROVED THIS 26TH DAY OF FEBRUARY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Matin Council President

APPROVED:

Scott Brakefield, Mayor