
AGENDA

CALL TO ORDER

ROLL CALL

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

AGENDA ITEMS:

1. Discussion of City Nonfraternization Policy

Discussion of adding a formal nonfraternization policy to the employee handbook. (Resolution 042224-G Updating the Employee Handbook by Adding Nonfraternization Policy)

2. *Ordinance 24-199 Ordinance to Alter and Rearrange the Corporate Limits of Alabaster by Annexing 840 Hwy 24

Public Hearing scheduled for Monday, April 22, 2024 at 6:30 PM, continued from the April 8, 2024, meeting, Annexing property at Lynn Rural Estate at the request of Camden Spinks & Mitchell Wolfe on behalf of property owner Camden Spinks located at 840 Hwy 24 into the City of Alabaster.

3. M4A Fiscal Year 2025 Nutrition Agreement

Authorizing the Mayor to sign the FY2025 Middle Alabama Area Agency on Aging (M4A) Agreement to enhance the provision of nutrition and other services to eligible seniors in the City of Alabaster. (Resolution 042224 M4A Fiscal Year 2025 Nutrition Agreement)

4. Declaring Items within the Public Works Department as Surplus

Declaring items within various departments as surplus. (Resolution 042224-B Declaring Items within the Public Works Department as Surplus)

5. Authorizing Agreement with ALDOT for Project NHF-I065(543) Adding Lanes and Bridge Replacement I65

Authorizing an agreement for matching funds with the Alabama Department of Transportation (ALDOT) and Shelby County for Project # NHF-I065(543). Adding lanes and bridge replacement on Interstate 65 with a City Match not to exceed \$1,750,000. (Resolution 042224-F Authorizing Agreement with ALDOT for Project NHF-I065(543) Adding Lanes and Bridge Replacement I65)

6. Amending Resolution 091123-G Economic Development Agreement with PC Sweet Home Bama, LLC (MINOR CHANGE)

REVIEW: Amending the Economic Development Agreement with PC Sweet Home Bama, LLC by changing the mailing address and authorizing such administrative changes to the development agreement in the future. (Resolution 042224-C Updating Information for PC Sweet Home Bama LLC)

7. ROW Vacation - District 31 Project

On Monday night, City Council will set a public hearing for the vacation of a portion of 7th Court Southeast to be advertised in accordance with AL Code Section 23-4-2. (Resolution 042224-D Consenting to Vacation of Portion of and Declaration of Vacation)

8. Special Improvement District for District 31

Review petition for a Special Improvement District within the District 31 shopping center. (Resolution 042224-C Approving Petition for Authority to Incorporate Improvement District - District 31)

9. Alabaster WWTP Flood Remediation Project Request to Award Bid

Review the bid results from the Alabaster Waste Water Treatment Plant Flood Remediation Project. (Resolution 042224-H Awarding the bid for WWTP Flood Remediation Project)

10. Interview of School Board Candidates Place 3

Council will interview potential Alabaster School Board Candidates for Place 3. (Resolution 042224-A BOE Appointment Place 3)

Matthew Penhale	6:00 PM
Ronisha Quang	6:30PM
Faireca Anderson	7:00 PM
Christopher Powell	7:30 PM

11. Executive Session Relating to Preliminary Negotiations Involving Matters of Trade or Commerce

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. Provided, however, that prior to such discussions a person involved in the recruitment or retention effort or who has personal knowledge that the discussion will involve matter or information of the character defined or described in the Alabama Trade Secrets Act advises the governmental body in writing or by oral declaration entered into the minutes that the discussions would have a detrimental effect upon the competitive position of a party to the negotiations or upon the location, retention, expansion, or upgrading of a public employee or business entity in the area served by the governmental body if disclosed outside of an executive session, or would disclose information protected by the Alabama Trade Secrets Act.

ADJOURNMENT

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

Calling Office Number: 205-664-6800

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



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By:

Tracy Worley, HR Director

Council Meeting Date:

Agenda Item Description:

Discussion of City nonfraternization policy

Agenda Item Requestor:

Tracy Worley, HR Director

Summary/Background:

Review a formal policy for the employee handbook covering nonfraternization.

Financial Impact:

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

Nonfraternization Policy

1. Purpose

The City of Alabaster is committed to maintaining a professional work environment that upholds the highest standards of integrity, fairness, and respect. The purpose of this policy is to establish guidelines regarding relationships between employees to prevent conflicts of interest, avoid favoritism, and ensure a workplace free from harassment and discrimination.

2. Scope

This policy applies to all employees, elected officials, contractors, and volunteers of the City of Alabaster.

3. Definitions

For the purposes of this policy:

Fraternization: Any romantic or sexual relationship between employees, regardless of their respective positions within the organization, where a conflict of interest, power imbalance, or potential for favoritism may exist.

Familial Relationship: Relationships between employees who are related by blood (e.g., parent-child, siblings) or marriage (e.g., spouses) are considered familial relationships for the purposes of this policy.

4. Prohibited Relationships

Supervisor-Subordinate Relationships: Romantic or sexual relationships between a supervisor and a subordinate employee are strictly prohibited. This includes relationships between elected officials and their direct employees.

Relationships with Contractors/Vendors: Romantic or sexual relationships between employees and contractors or vendors doing business with the City of Alabaster are prohibited if such relationships could influence business decisions or create the appearance of impropriety.

Familial Relationships: While not prohibited, familial relationships between employees or between employees and contractors should be disclosed to Human Resources to ensure appropriate measures are taken to prevent conflicts of interest or favoritism. Family members may not supervise other family members or work on the same shifts as other family members.

Flirting and Similar Behavior: Flirting, suggestive comments, gestures, or physical contact of a romantic or sexual nature, whether welcome or unwelcome, are not permitted in the workplace. Such behavior can create a hostile work environment and may lead to disciplinary action.

5. Reporting Procedures

Employees who become aware of any violations of this policy are encouraged to report them promptly to their immediate supervisor, Human Resources, or another appropriate authority. Reports will be treated with confidentiality to the extent possible, and retaliation against individuals who report violations in good faith will not be tolerated.

6. Consequences of Violation

Violation of this policy may result in disciplinary action, up to and including termination of employment or termination of contract. The severity of the consequences will depend on the nature and circumstances of the violation.

7. Non-Retaliation

The City of Alabaster prohibits retaliation against individuals who report violations of this policy in good faith. Any acts of retaliation will be subject to disciplinary action.

8. Training and Awareness

The City of Alabaster will provide training and awareness programs to all employees to ensure understanding of this policy and its importance. New employees will receive training upon hire, and refresher training will be provided periodically.

9. Exceptions

Exceptions to this policy may be granted in rare and extenuating circumstances, subject to approval by the Mayor upon recommendation of the Personnel Director. Requests for exceptions must be submitted in writing to the Personnel Director and will be evaluated on a case-by-case basis.

10. Review and Amendment

This policy will be periodically reviewed and updated as necessary to ensure its effectiveness and compliance with applicable laws and regulations.

Acknowledgment

I acknowledge that I have received a copy of the City of Alabaster Nonfraternization Policy and understand its provisions. I agree to comply with the policy and understand that violations may result in disciplinary action, up to and including termination of employment.

Employee Signature: _____ Date: _____

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

Item 1.



RESOLUTION 042224-G

SUMMARY: AMENDING THE CITY OF ALABASTER EMPLOYEE HANDBOOK BY ADDING NONFRATERNIZATION POLICY

WHEREAS, Alabama Act 2013-316 amended and updated the City of Alabaster Civil Service System; and,

WHEREAS, said Act requires the Council to adopt the general policies and procedures for the City of Alabaster employees; and,

WHEREAS, said Handbook sets forth the general guidelines and terms of employment for all city employees:

THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, Alabama the Employee Handbook is hereby amended by adding the following Nonfraternization Policy (Exhibit A).

ADOPTED AND APPROVED THIS 22ND DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



Nonfraternization Policy

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10. Review and Amendment

This policy will be periodically reviewed and updated as necessary to ensure its effectiveness and compliance with applicable laws and regulations.

Having previously been introduced at the **March 11, 2024**, council meeting, Council Member _____ moved the adoption of the following Ordinance, which was seconded by Council Member _____:

Item 2.



ORDINANCE 24-199

AN ORDINANCE TO ALTER AND REARRANGE THE CORPORATE LIMITS OF THE CITY OF ALABASTER, ALABAMA

WHEREAS, on January 3, 2024, **Camden Spinks & Mitchell Wolfe** on behalf of property owner **Camden Spinks** did file with the City Planner a petition asking that said tracts or parcels of land be annexed to and become a part of the City of Alabaster, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Alabaster; and

WHEREAS, the governing body did determine that it is in the public interest that said property located at 840 CR-24 (PID 23 7 36 0 002 003.018) be annexed into the City of Alabaster and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

Section 1. The Council of the City of Alabaster, Alabama, finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Alabaster, Alabama.

Section 2. The boundary lines of the City of Alabaster, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory hereto before encompassed by the corporate limits of the City of Alabaster, Alabama, and in addition thereto the following described territory, to-wit:

Legal Description

Begin at the SE comer of the NW¼ of Section 381 Township 21 South, Range 3-West. thence North 00 degrees 00 minutes 26 seconds West a distance of 1,214.77 feet; thence North 88 degrees 55 minutes 49 seconds West, a distance of 893.40 feet to a point lying on the Southwesterly right of way line of Shelby County Highway 24 (80' ROW) said point also being the beginning of non-tangent curve to the right, having a radius of 897.65 feet, a central angle of 46 degrees 31 minutes 51 seconds, and subtended by a chord which bears South 64 degrees 49 minutes 52 seconds West, and a chord distance of 709.13 feet; thence along the arc of said curve and said right of way line a distance of 728.99 feet; thence South 88 degrees 06 minutes 48 seconds West and along said right of way line, a distance of 257.66 feet to the approximate centerline of Spring Creek; thence South 14 degrees 63 minutes 59 seconds West along said centerline and leaving said right of way, a distance of 93.14 feet; thence South 34 degrees 32 minutes 09 seconds West and along said centerline, a distance of 190.82 feet; thence South 31 degrees 18 minutes 32 seconds and along said centerline; a distance of 71.45 feet; thence South 07 degrees 25 minutes 50 seconds West and along said centerline, a distance of 105.25 feet; thence South 37 degrees 33 minutes 51 seconds East and along said centerline, a distance of 95.77 feet; thence South 43 degrees 58 minutes 02 seconds East and along said centerline a distance of 46.94 feet; thence South 04 degrees 52 minutes 25 seconds East and along said centerline a distance of 69.09 feet; thence South 24 degrees 15 minutes 25 seconds West and along said centerline, a distance of 96.91 feet; thence South 41 degrees 18 minutes 25 seconds East and along said centerline, a distance of 114.54 feet; thence South 52 degrees 28 minutes 27 seconds East, and along said centerline, a distance of 107.76 feet; thence South 86 degrees 55

minutes 58 seconds East and leaving said centerline, a distance of 1,685.64 feet to the Point of Beginning. Situated in Shelby County, Alabama.

Addendum A

Commence at the SE Corner of the SE 1/4 of the NW 1/4 of Section 36, Township 21 South, Range 3 West, Shelby County, Alabama; thence N86°55'58"W a distance of 1291.39' to the POINT OF BEGINNING; thence continue N86°55'58"W a distance of 394.25' to the approximate centerline of Spring Creek; thence N52°28'27"W and along said approximate centerline of Spring Creek a distance of 107.76'; thence N41°18'25"W and along said approximate centerline of Spring Creek a distance of 114.54'; thence N24°15'25"E and along said approximate centerline of Spring Creek a distance of 96.91'; thence N04°52'25"W and along said approximate centerline of Spring Creek a distance of 69.09'; thence N43°58'02"W and along said approximate centerline of Spring Creek a distance of 46.94'; thence N37°33'51"W and along said approximate centerline of Spring Creek a distance of 95.77'; thence N07°25'50"E and along said approximate centerline of Spring Creek a distance of 105.25'; thence N31°18'32"W and along said approximate centerline of Spring Creek a distance of 71.45'; thence N34°32'09"E and along said approximate centerline of Spring Creek a distance of 190.82'; thence N14°53'59"E and along said approximate centerline of Spring Creek a distance of 93.14' to the Southerly R.O.W. line of Shelby County Highway 25; thence leaving said approximate centerline of Spring Creek and along said R.O.W. line, N88°06'48"E a distance of 257.66', to a curve to the left, having a radius of 897.65', subtended by a chord bearing N64°49'50"E, and a chord distance of 709.12'; thence along the arc of said curve and along said R.O.W. line for a distance of 728.99'; thence S88°55'49"E and leaving said R.O.W. line a distance of 893.40'; thence S00°00'26"E a distance of 514.58'; thence N85°09'00"W a distance of 670.35'; thence N43°16'49"W a distance of 200.00'; thence S43°53'10"W a distance of 698.81'; thence S00°00'26"E a distance of 329.72' to the POINT OF BEGINNING.

Said Parcel containing 24.60 acres, more or less.

Section 3. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified petition of the property owners, shall be filed with the Probate Judge of Shelby County, Alabama.

Section 4. The territory has been pre-zoned as A (Agriculture) District and subject to all uses of the property consistent with its use in the county prior to its annexation shall be allowed until said property is rezoned pursuant to the laws of the State of Alabama and the Zoning Ordinance of the City of Alabaster, Alabama.

Section 5. The territory is hereby assigned to **Ward 6** for purposes of municipal elections.

Section 6. The territory described in this ordinance shall become a part of the corporate limits of Alabaster, Alabama, upon passage and adoption by the City Council of the City of Alabaster, Alabama and the publication of this ordinance as set forth in Section 3, above.

ADOPTED AND APPROVED THIS 22ND DAY OF APRIL 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 3.



RESOLUTION 042224

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MIDDLE ALABAMA AREA AGENCY ON AGING TO ENHANCE THE PROVISION OF NUTRITION AND OTHER SERVICES TO ELIGIBLE SENIORS IN THE CITY OF ALABASTER.

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 agreement with the Middle Alabama Area Agency on Aging (M4A), and

WHEREAS, the purpose of this agreement is to set forth the essential elements of a cooperative working relationship between M4A and the City of Alabaster to enhance the provision of nutrition and other services to eligible seniors in the City of Alabaster. Responsibilities are set out in detail in the attached, Exhibit "A". The agreement will be effective October 1, 2024, through September 30, 2025.

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

ADOPTED AND APPROVED THIS 22ND DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

**Memorandum of Agreement
Between
Middle Alabama Area Agency on Aging,
The City of Alabaster**

Purpose of the Memorandum of Agreement

The purpose of this agreement is to set forth the essential elements of a cooperative working relationship between Middle Alabama Area Agency on Aging (M4A) and the **City of Alabaster** (hereinafter the Parties) to enhance the provision of nutrition and other services to eligible seniors in Shelby County and the **City of Alabaster** (hereinafter Contractor).

Background

The Middle Alabama Area Agency on Aging (hereinafter M4A), by vote of its Board of Directors in Fiscal Year 2007, determined that the seniors of Shelby County and the intent of the Older Americans Act would be better served through direct contract with local communities in providing aging services.

Shelby County, within specified limits, commits itself to assist the Contractor in meeting its financial obligation to operate the Contractor's senior center.

All Parties to this agreement commit themselves to fulfill the terms of this agreement.

The Middle Alabama Area Agency on Aging has been awarded grants from the Alabama Department of Senior Services (ADSS) to provide meals and other services (recreation, information and referral, education, health prevention, transportation, legal, etc., as outlined in Exhibit A) to adults 60 years of age and older in the M4A service area. These grants operate under the auspices of the Alabama Nutrition Program for the Elderly (NPE) and are awarded under authority of Titles III-B, III-C, and III-D of the Older Americans Act of 1965, as amended (or other Authority as appropriate) and subject to pertinent regulations and policies of the U.S. Department of Agriculture, the Department of Health and Human Services and the Administration on Aging (Administration for Community Living) applicable to the implementation of services under Title III of the Older Americans Act of 1965, as amended – Public Law 93-29, 87, Stat. 36-45.

The Middle Alabama Area Agency on Aging will enter into contracts with local governments and/or other non-profit entities to operate senior centers within each county in its service area. Centers shall be strategically located so that services can be delivered efficiently and targeted to meet those seniors with the greatest need for service. The local agency, in this instance the Contractor, will ensure that the center is staffed a minimum of five hours daily, five days a week except holidays, unless a waiver has been submitted to and approved by the Alabama Department of Senior Services to operate less than five hours daily, five days a week.

On behalf of the thirteen Area Agencies in the State, including Middle Alabama Area Agency on Aging, the Alabama Department of Senior Services bids a statewide food service contract for a contractor to prepare meals meeting the state nutrient-planning standard and to deliver these meals to senior centers and clients throughout the state. TRIO Foods, hereafter called Vendor, has been awarded the current contract.

TERM OF AGREEMENT

This agreement shall begin on **October 1, 2024 and end not later than September 30, 2025** or any time prior if funds for this project are no longer available or other conditions or circumstances should cause this project to be altered, modified, extended or terminated. This agreement is subject to availability of funds.

PAYMENT AND REPORTING

M4A agrees to pay the Contractor for services provided under the terms of this agreement and as outlined in Exhibit A and contingent upon continued level funding from the local governments which comprise the M4A region.

Support to the Contractor shall be made in the amount of 1/12 (one-twelfth) per month within 30 days after receipt of all required reports and provided that all required reports have been received by the M4A Fiscal Office and Nutrition Program on or before the 15th of the following month. The only exception to required reports is that the Contractor Time Recap Report (usually completed by the center manager) shall be faxed to the M4A Fiscal Office no later than the 5th of the following month. Reports from the center manager shall include: Weekly Logs, Participant Sign-in Sheets, and the TRIO Foods Ticket. Reports from the Contractor shall include: Monthly Report of Expenditures and Request for Funds, Personnel Cost Recap—Program, Personnel Cost Recap—In-Kind, Contractor Employee Individual Time Report, and the Contractor Time Recap Report.

In order for M4A to comply with the deadlines and guidance as established by the Alabama Department of Senior Services, M4A shall require that all reports be submitted to M4A within a reasonable time after the close of the month but in no instance, any later than the 15th of the following month (except the Contractor Time Recap Report which is due on/before the 5th of the following month). Failure to provide required reports for monthly support under this agreement may, at M4A's discretion, result in forfeiture of support for that month. If the 15th falls on a Saturday, then all paperwork is due on Friday. If Friday is a holiday, then paperwork is due on Thursday. If the 15th falls on a Sunday, then all paperwork is due on Monday. If Monday is a holiday, then paperwork is due on Tuesday.

All reports for the fiscal year shall be due no later than **October 15, 2025**. Failure to provide required paperwork on or before this date shall result in forfeiture of any/all remaining funding from M4A under this agreement.

INELIGIBLE MEALS

The cost of all ineligible meals attributed to the Contractor shall be deducted from the payment amount or support. An ineligible meal is a meal that is ordered by the Contractor's center manager and either not served or served to an ineligible participant. If two meals of the same meal type (i.e., 2 lunches) are served to an eligible participant on the same day, then the second meal (i.e., the second lunch) is ineligible according to guidance from the Alabama Department of Senior Services. For all purposes, the determiner of an ineligible meal shall be the TRIO Foods Ticket completed by the Contractor's center manager and submitted to M4A. The cost of the ineligible meal or meals shall be determined by the Elderly Nutrition Program policies as specified by the Alabama Department of Senior Services.

CONTINGENCY CLAUSE

It is expressly understood by the Parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.

WHISTLEBLOWER

The Contractor is hereby given notice that the 48 CFR §3.908 implementing section of 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act applies to the agreement.

CONFIDENTIALITY

The Contractor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under this agreement, as confidential information to the extent confidential treatment is provided under state and federal laws and regulations. The Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this agreement.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

To the extent Contractor is maintaining Protected Health Information, the Contractor shall ensure that the center manager and other center staff implementing the terms of this agreement are properly trained in confidentiality and HIPAA. In addition, the Contractor shall enter into a HIPAA Business Associates Agreement (See Exhibit F) with M4A and shall comply with said Business Associates Agreement.

MAINTENANCE OF RECORDS

The Contractor, shall maintain such records and accounts as identified by the Alabama Department of Senior Services in Exhibit E attached hereto to assure a proper accounting for all project funds. Client information will be obtained, processed, and maintained in a manner that assures the confidentiality of the client will not be violated. The Contractor shall maintain financial records, supporting documents, statistical records and all other records pertinent to contract fulfillment for a period of **five-years** from the date of the last payment made by M4A to the Contractor. However, if audit, litigation, or other legal action by or on behalf of M4A or ADSS has begun, but is not completed at the end of the **five-year** period, or if audit findings, litigation, or other legal action has not been resolved at the end of the **five-year** period, the records shall be retained until resolution.

CONFLICTS OF INTEREST

The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed to perform the requirements of this agreement. The Contractor further covenants that it shall take reasonable steps to prevent any unlawful benefits from accruing to individuals associated with the Contractor as a result of the agreement.

AMENDMENTS

No alteration or variation of the terms of this agreement shall be valid unless made in writing and duly signed by the parties thereto. The agreement may be amended by written agreement duly executed by the parties or in the event of program changes by the Alabama Department of Senior Services or the Administration for Community Living after the provision of notice of the same to Contractor. Any such agreement shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION

This agreement may be terminated by providing 30-day written notice to the other party. In addition, this agreement shall be terminated upon material breach by the Contractor or M4A.

ACCESS TO RECORDS

At any time during normal business hours and as often as M4A may deem reasonably necessary for purposes of monitoring and evaluation, the Contractor shall make available to M4A or any authorized designee all records with respect to matters covered by this agreement and will permit M4A or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by this agreement, except and unless such document or other thing would not otherwise be available to M4A under Federal, state, or local law.

TRAFFICKING VICTIMS PROTECTION ACT

This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (72 USC 7104). This grant is subject to the requirements set forth in 45 CFR Part 75 (for nonprofit organizations and educational institutions) or 45 CFR Part 75 (for state, local, and federally recognized tribal governments).

MANDATORY DISCLOSURES

The Contractor is required to notify M4A in writing of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

DEBARMENT AND REGISTRATION

The Contractor, by signing this agreement, certifies it is not barred from bidding for or entering into this agreement and the Contractor acknowledges that M4A may declare this agreement void if the certification completed is false. All organizations receiving federal financial awards or sub-awards must have a DUNS (Data Universal Numbering System) and be registered with the CCR (Central Contractor Registration) as outlined in 2 CFR Part 25, *Financial Assistance Use of Universal Identifier and Central Contractor Registration*.

CIVIL RIGHTS

The Contractor agrees to maintain, for the duration of this contract, an assurance of compliance with Title VI of the Civil Rights Act of 1964. The Contractor further assures that activities under this agreement will make no distinction regarding services, employment, and other service activities on the grounds of race, color, creed, national origin, age, sex, and further agrees to assure that facilities and services of the contracting service provider will be reasonably accessible to handicapped citizens.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Contractor shall take affirmative action to ensure that these standards are met. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertisings, layoffs, or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post notices in places available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or handicap. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor shall keep such records and submit such records concerning the racial and ethnic origin of the applicant for employment and employees as the Secretary of Labor may require. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor hereby agrees that it will comply with the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§12101 *et seq.* (1990) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice.

DRUG FREE WORKPLACE CERTIFICATION

The Contractor certifies that it will provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 45 CFR Part 76, sub-part F.

CERTIFICATION REGARDING LOBBYING

The Contractor shall comply with the Certification for Contracts, Grants, Loans, and Cooperatives Agreements as specified in Exhibit C.

GRIEVANCE

The Contractor shall have on file a grievance procedure to receive, discuss, and resolve complaints registered by clients under this contract. All program participants have access to submit a grievance should a concern/complaint arise.

IMMIGRATION STATUS

By signing this agreement, the Contractor affirms for the duration of the agreement that the Contractor will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if the Contractor is found to be in violation of this provision it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended, and has provided proper documentation to M4A.

HOLD HARMLESS

Expressly subject to and without waving, abrogating, mitigating or otherwise effecting Contractor's statutory limitations on liability or immunities, the Contractor agree to hold the Area Agency on Aging, staff and Board of Directors harmless from any or all claims or loss or damage occasioned to it or any third person or property by reason of an Act(s) or Omission(s) on the part of Contractor, its subcontractors, agents, employees, or persons working directly or indirectly for Contractor in the performance of the agreement.

Responsibilities of M4A

1. M4A will develop an Area Plan, in collaboration with local governments, for the implementation and development of programs and services for those 60 or older, and residing in the M4A service area.
2. M4A will serve as the advocate, focal point, and planning and development agency for older individuals within the county by monitoring, evaluating, and commenting upon policies, programs, hearings, levies and community actions which will affect older individuals.
3. M4A will identify any service gaps and use the information in planning new or expanded programs.
4. M4A will work to implement and expand programs.
5. M4A will obtain local, state, and federal financial support for program activities and disseminate funds within the service area.
6. M4A will advocate for more governmental services, funding, and other sources of revenue to support the senior programs in the service area.
7. M4A agrees to provide general program guidance, supervision and monitoring of the Senior Center Staff and other program activities.
 - a. Provide management and training of personnel who provide services to senior participants in the congregate and homebound meals programs to include food handling, operation of the meal site, volunteer training, and other pertinent topics.
 - b. Provide materials to center managers for nutrition education and public education.
 - c. Provide technical support to senior center personnel relative to site operation and funding requirements (food service, reservations, meal ordering, donations, data collection, etc.).
 - d. Order all meals from Vendor and ensure compliance with all ADSS Regulations, Rules, Policies, and Procedures.
 - e. Provide special event menus up to two times per year as requested by the center manager and approved in advance by the ADSS Nutritionist.
 - f. Evaluate and monitor nutrition services on a regular basis and provide feedback to ADSS.
 - g. Assist with solicitation of volunteers and outreach in the community.
8. The M4A Fiscal Office will monitor Contractor at least one time per fiscal year in compliance with the Older Americans Act assurances and requirements of the Alabama Department of Senior Services. In addition, the M4A Fiscal Office will provide guidance, training, and other technical assistance needed or requested in order to foster understanding, communication, and compliance with this agreement.
9. M4A will provide a toll-free hotline (1-800-AGELINE or 1-800-243-5463) for information and assistance through the M4A Aging and Disability Resource Center (ADRC). This system will pre-screen clients for services.
10. M4A will communicate and collaborate with sponsoring agency staff, ADSS, and vendors.

11. M4A agrees to follow all procedures and guidelines as outlined ADSS's *Alabama Elderly Nutrition Program: Guide to Meal Services*.

Responsibilities of the Food Service Vendor

The responsibilities of the Vendor are defined in the state contract. For informational purposes only, some of the responsibilities of the Vendor that are pertinent to this agreement are listed here:

1. Provide meals that are safe, acceptable in quality and of sufficient quantity to yield the number of meals ordered for the center. Meals will be nutritionally balanced, comply with Dietary Guidelines, and provide 1/3 RDA for older adults of eight indicator nutrients.
2. Provide hot meals for the noon meal, 5 days per week, except 11 holidays and up to 10 additional non-serving days. Minimum daily order shall be 25 meals.
3. Provide additional meal types such as frozen, picnic, shelf-stable, holiday, breakfast, and liquid supplements. Delivery may be to the centers.
4. Equip each senior center with the following equipment and supplies:
 - a. Electric Holding Cabinet
 - b. Coffee Urn
 - c. Tea Urn
 - d. Serving Utensils
 - e. Digital Thermometers (2)
 - f. Plastic Pans as required to supplement sink basins
 - g. Chemical test strips

All of these items are for the exclusive use of the senior center for senior center activities. The Vendor will make any and all routine repairs without charge. However, center personnel are charged to make a reasonable effort to safeguard the equipment from abuse or pilferage. Equipment remains the property of the Vendor and shall be returned to the Vendor at the termination of the contract.

5. Provide centers with the disposable supplies required for serving both congregate and home delivered meals in amounts and proportions appropriate for number and mix of meals ordered.
6. Provide supplies required to serve coffee to congregate clients in fall and winter and tea in spring and summer.
7. Deliver meals to the senior centers by 10:30 am.
8. Follow all other contract requirements as outlined in bid specifications.

Responsibilities of the Contractor

1. In collaboration with M4A, the Contractor will:
 - a. Develop a plan for providing nutrition and other services to older individuals residing in the community.
 - b. Give priority for services under this agreement to those with greatest social and economic need residing in Shelby County.
 - c. Assist M4A in developing a plan for meeting the service needs of minority, low-income and low-income minority older individuals in the service area.
 - d. In collaboration with M4A, conduct public hearings and/or needs assessments to give the public an opportunity to express their concerns about existing and needed senior programs.
 - e. Assist M4A in developing plans to help those older individuals with Alzheimer's disease or related disorders, and those with limited English-speaking abilities.

- f. Provide on-going social, recreational, and educational activities to be available at all times during senior center program hours except when meals are being served.
 - g. Agree that M4A may carry out monitoring and evaluation activities as determined necessary by M4A and/or ADSS.
2. The Contractor will employ a center manager capable of carrying out the responsibilities in this agreement. The center manager will be responsible for all aspects of the nutrition program for the elderly, including the congregant meal program, the home-delivered (or homebound) meal program, and any and all center volunteers and other center staff assisting with the operation of the senior center or nutrition program for the elderly. The center manager will also be responsible for completing all daily, weekly, and monthly reports as required by M4A and ADSS for the nutrition program for the elderly. Paperwork shall include: Weekly logs, Participant Sign-in Sheets, and the TRIO Foods Ticket. Paperwork may include the TRIO Foods Reimbursement Form, the TRIO Foods Supply Form, and the Client Enrollment Form. The center manager shall be responsible for completing a Client Enrollment Form and Nutrition Risk Assessment on all homebound referrals to the nutrition program and faxing these completed forms to the M4A Nutrition Coordinator. Due to meal budgets, funding, and upon direction of the Alabama Department of Senior Services, no one shall be placed on home-delivered meals without the authorization of the M4A Nutrition Coordinator. The center manager shall maintain an individual record of each program participant on the appropriate ADSS client intake form. The center manager will ensure that all new clients complete the appropriate client intake form when services are requested and that all existing client records are updated annually.
 3. The Contractor agrees the Center Manager shall work 5 hours a day for every serving day as established by the Alabama Department of Senior Services and up to 4 training days per fiscal year as required by M4A and/or ADSS. The Contractor agrees to provide any additional staff required for meal delivery and/or other center operations.
 4. The Contractor agrees to provide personnel management and compensation for meal delivery to include the State of Alabama approved mileage reimbursement rate.
 5. The Contractor agrees to solicit volunteers from the community to deliver homebound meals and to provide other volunteer services to meet the needs of the elderly or to enhance the quality of life of the elderly living within the community.
 6. The Contractor agrees to provide space, utilities and other overhead necessary for food service and senior center operations to fulfill the terms of this agreement. At a minimum the senior center will have a:
 - a. Refrigerator
 - b. Three compartment sink or approved equivalent equipped with hot and cold running water
 - c. Hand washing sink equipped with hot and cold running water
 - d. Secure area for storage of disposable supplies
 - e. Serving tables or counters
 - f. Dining tables and chairs
 - g. Insulated carriers as required for home delivered meals
 - h. Grounded electrical receptacles for warmers and beverage appliances. Said space and equipment will be in accordance with all applicable Federal, State and local laws and regulations and in compliance with all Policies and Procedures of M4A and ADSS
 7. The Contractor agrees to provide participants in the nutrition program for the elderly (both congregant and homebound) the opportunity to make voluntary donations for services rendered.

All donations shall be forwarded at least monthly to M4A by money order (which M4A will reimburse the cost of if a receipt is attached) or by check drawn on the Contractor's account.

8. The Contractor agrees that:
 - a. The suggested donation shall be \$2.00 per meal.
 - b. All donations shall be confidential.
 - c. No one shall be denied services because of an inability to or unwillingness to make a contribution.
 - d. The senior center will be provided with a locked box and individual donation envelopes to help ensure privacy and security of donations
 - e. The Center Manager will forward donations at least monthly to M4A with daily logs of donations and by check or money order. Expense for money orders submitted with receipt will be reimbursed on monthly expense reports.
9. The Contractor agrees to provide local resources to support the senior center and center activities. Local resources may be cash or in-kind. As required by ADSS, all local cash and in-kind expenditures in support of the Title III Program, regardless of source, must be reported by the Contractor to M4A. See Exhibit B for categories of local support and list of reports/paperwork required from the Contractor. For additional guidance, Contractor should contact M4A's Fiscal Office. Shelby County will provide support to the Contractor as indicated in Exhibit A (attached hereto and incorporated by reference into this agreement).
10. The Contractor agrees that by signing this agreement the Contractor hereby accepts ownership of all property, such as refrigerators, stoves, cooking utensils, fax machines and other items utilized in the operation or maintenance of the senior center which are currently owned by the Shelby County Commission. The Contractor further agrees to maintain such property for use by the Contractor's authorized personnel for the operation of the senior center.
11. The Contractor agrees to have an independent auditor include the Title III Program (the nutrition program for the elderly and transportation related thereto) in its examination including the type and amount of the M4A federal grant and at the close of the fiscal year, submit to M4A a copy of its audited financial statements.
12. The Contractor agrees to provide M4A with a Certificate of Insurance showing adequate insurance coverage for General Liability, Workers Compensation, Property, and Casualty for the senior center.
13. The Contractor agrees to follow all procedures and guidelines as outlined ADSS's *Alabama Elderly Nutrition Program: Guide to Meal Services* (manual has been provided to the center manager).
14. The Contractor agrees that all paperwork shall be received by M4A, no later than the 15th of the following month (except the Contractor Time Recap Report which is due on/before the 5th of the following month) in order for the Contractor to receive monthly support. Paperwork may be faxed or emailed to the attention of M4A's Fiscal Office (for reports from the Contractor's Fiscal Office) or to the attention of M4A's Nutrition Program (for center manager reports).

IN WITNESS WHEREOF, the Parties hereby execute this agreement.

For Middle Alabama Area Agency on Aging
Title: Executive Director

Date _____

For the Contractor
Title: Mayor, **City of Alabaster**

Date _____

Approved: _____
M4A Board Chairman

Exhibit A

Total Fiscal Year Financial Support from M4A: **\$7,160.04**

Contractor may use financial support for any of the following services:

- Personal Care
- Homemaker
- Chore
- Home Delivered Meals
- Transportation for Participants
- Transportation for Meal Delivery
- Adult Day Care/Health
- Case Management
- Congregate Meals
- Nutrition Education
- Information and Assistance
- Outreach
- Recreation
- Material Aid
- Public Education
- Telephone Reassurance
- Friendly Visiting
- Disease Prevention and Health Promotion (but only if the person providing this activity is certified)

The following Forms are to be used to report the above categories of services; these forms are (most often) completed by Contractor's Center Manager Employee:

1. Contractor Employee Individual Time Report (due on/before the 15th of the following month)
2. Contractor Time Recap Report (due on/before the 5th of the following month)

Exhibit B

Categories in which Contractor May Report Local Support of Senior Activities (i.e., In-kind Receipts and Contractor's Cash):

- Personnel (Program)
- Personnel (In-Kind)
- FICA
- Worker's Comp
- SUI
- Other Employee Benefits
- Travel
- Office Expense
- Postage
- Telephone
- Utilities
- In-Kind (In-Kind=paid or given goods, commodities or services instead of money)
- Space In-Kind
- Training
- Transportation
- Equipment Maintenance
- Insurance
- Other

The following Forms are to be used to report the above categories of support from the Contractor:

1. Monthly Report of Expenditures and Request for Funds (due on/before the 15th of the following month)
2. Personnel Cost Recap-Program (due on/before the 15th of the following month)
3. Personnel Cost Recap-In-Kind (due on/before the 15th of the following month)

Exhibit C
**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS**

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Exhibit D

**ATTESTATION AND DOCUMENTATION AS TO EMPLOYMENT POLICIES REQUIRED
BY THE MIDDLE ALABAMA AREA AGENCY ON AGING OF ALL CONTRACTS AND
DIRECT VENDORS**

Under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," the State of Alabama requires all of the Middle Alabama Area Agency's on Aging contractors (including direct vendors) and their subcontractors (including sub-vendors) of any tier to refrain from knowingly employing any unauthorized alien in Alabama and, as a condition for the award of any contract to a contractor or direct vendor, for the Contractor or direct vendor to document participation in the E-Verify program of the U.S. Department of Homeland Security.

**ATTESTATION AND DOCUMENTATION AS TO EMPLOYMENT POLICIES REQUIRED BY
THE MIDDLE ALABAMA AREA AGENCY ON AGING OF ALL CONTRACTORS AND
DIRECT VENDORS**

As a condition to the award of any contract, each contractor (including direct vendors) must provide the Middle Alabama Area Agency on Aging with a sworn affidavit attesting that The Contractor or direct vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. The Contractor or direct vendor must also provide documentation that the Contractor or direct vendor is enrolled in the E-Verify program. Failure of the Contractor or direct vendor to continue to participate in the E-Verify program system and to verify every employee as required under applicable federal rules and regulations during performance of the contract will be grounds for termination of the contract.

In addition, before entering into any subcontract for the performance of a contract with the Middle Alabama Area Agency on Aging, the Contractor (including direct vendors) and each of its subcontractors (including sub-vendors) of any tier should obtain from each of their direct subcontractors or direct sub-vendors a sworn affidavit of the direct subcontractor or direct sub vendor attesting that the direct subcontractor or direct sub vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama and attaching documentation establishing that the direct subcontractor or direct sub vendor is enrolled in the E-Verify system. Failure to obtain such affidavit or knowledge of violation by the direct subcontractor or direct sub vendor of the employment prohibitions of the Act may result in liability for the Contractor or subcontractor as provided in the Act. The affidavit and documentation of subcontractors and sub-vendors need not be filed with the Commission but should be retained by the Contractor or subcontractor obtaining them.

Attached is an affidavit that must be provided to the Middle Alabama Area Agency on Aging at the time of execution of any contract or agreement. Each vendor selling directly to or having a contact with M4A must provide M4A with a sworn affidavit. The affidavit must attach documentation confirming that the vendor participates in the E-Verify System. In the case of vendors with which M4A deals on a repetitive basis, the affidavit can be placed on file with the M4A and refilled by January 15 of each succeeding year.

Please send the affidavit to:

Middle Alabama Area Agency on Aging
Attn: Sarah Simmons, Finance Manager
Post Office Drawer 618
Saginaw, AL 35137

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of Alabama
County of Shelby

Before me, a notary public, personally appeared _____
(print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the Middle Alabama Area Agency on Aging, I hereby attest that in my capacity as _____ (state position) for the **City of Alabaster** that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(No E-Verify Documentation Needed for FY 2025)

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Exhibit E
Center and Contractor Assessment and Audit Tools

INTENTIONALLY LEFT BLANK

Senior Center Assessment Tool

CENTER NAME:				Region:		County:	
Date:		Menu #:		Time of Visit:			
Meal Order		C1:		C2:		Manager:	
		B'fast		Frozen		Months/Years of service:	
Meals Served:		C1:		C2:		# Participants Present:	
Total Meals Served:						# Participants Signed in:	
Went on homebound route.		yes		no		Health Dept Score:	
Time Meals Arrive:				Central Kitchen:		Name:	
Meals Accepted:						Date:	
A) General Facility				YES	NO	COMMENTS	
page							
24-26	Outside pathways in good repair, accessible, no obstruction.						
24	Ramps w/ handrails available for entrance.						
24	Restrooms accessible to persons w/ disabilities.						
23	Site, in general provides a clean and welcoming environment.						
23	Temperature of the facility is comfortable.						
30	Screens are on windows and doors, if open.						
24	The senior center site is clearly identified from the outside.						
24	Working business phone and published number.						
25	2 exits available and not locked.						
B) Informational Items - Chapter 11, page 117 of manual.							
117	Fire / Emergency Exit Plan / Drills/ emergency phone numbers.						
117	Hours of Operation.						
117	Current Menu and Current Activity Calendar.						
117	Contribution Sign.						
117	Sanitizing Procedures.						
117	Handwashing Sign.						
117	Equal employment poster with non discriminatory clause						
C) Volunteers - Chapter 6, pages 67-70 of manual.							
67-70	Volunteerism is encouraged by the center manager.						
67-70	Volunteers are adequately supervised by the center manager.						
D) Contributions - Chapter 2, section 2-G of manual.							
21	Contribution/Donation Box is available / locked.						
21	Contribution is confidential.						
21	Procedures are followed to account for all contributions.						
21	Oral programs encouraging contributions provided periodically.						
E) Files and Forms							
19-20	Attendance log reports are recorded daily and on file.						
34	Weekly meal reports and item delivery tickets on file.						
15	Participant eligibility has been determined. Form revised and on file. Checking 20% of C1 active participants.						
140-143	Nutrition risk assessment: review/complete.						
140-143	Nutrition risk assessment appears accurate.						
16	High risk receives meal 5 days per week.						
F) Center Management							
31	Operating Hours:		Days per week:				
23	Adequate staffing during senior center hours.						
23	Overall good atmosphere in center.						
23	Manager and staff are receptive to concerns / suggestions.						
page				YES	NO	COMMENTS	

Senior Center Assessment Tool

19	Participants in attendance sign in.			
15-16	All persons served are eligible participants.			
15	Nutrition Education provided monthly-C1/quarterly-C2.			
27	Current Alabama ENP manual available & easily accessible?			
23	Manager demonstrates a sincere respect for all attendees, staff			
19	Waiting list of eligible persons used for congregate fill-in days.			
15	Current contact info available on all clients.			
23-24	Basic education and training for center manager.			
23	Plan in place to manage the services if Center Manager is out.			
G) Safety				
24-25	Floor covering, walls, ceiling, doors, windows, etc. are in good condition with no hazardous areas. Kitchen light covers 6-202.11			
25	First Aid supplies are available and stocked adequately.			
24	Center staff are trained in basic first aid and emergency procedures.			
25-26	Yearly fire and severe weather drill provided to participants.			
25-26	Fire Extinguisher is easily accessible, serviced within the past 12 months and can be used by staff.			Date of service:
24	Furniture is arranged safely, aisles and doors are unobstructed.			
27,61	Cleaning supplies and toxic materials stored separate from food and serving items. MSDS available.			
43	Home prepared food items are not used or consumed during nutrition program hours.			
24, 87	Manager & staff aware of illness plan and clean-up procedures.			
H) Kitchen / Sanitation				
36	Hand washing sign is posted in kitchen and restrooms.			
58	Soap, hot water and disposable towels or hand dryer are available for hand washing in kitchen and restrooms.			
36,72	Servers wash hands before and after serving.			
36,72	Servers wash hands in appropriate sink designated for hand washing, not in dish washing sink.			
58	Garbage cans are lined and clean with lid. Trash is disposed of properly.			
27, 51	Refrigerator is clean, holds food at $\leq 41^{\circ}\text{F}$, enough capacity to store cold food items.			
27, 51	Freezer is clean, has thermometer, frozen meals frozen.			
81-84	Tea/coffee urn is clean and sanitized.			
74,77	Sanitizing solution is available, labeled and is appropriate strength.			
37,50,78	Staff able to properly check thermometers in ice bath.			
42	Two properly working food thermometers on hand.			
61	All supplies stored at least 6" off floor and in a contained area.			
30	Adequate pest control.			How often serviced:
77	Wiping cloths are clean and kept in sanitizing solution.			
60	No eating, drinking, smoking or chewing in the kitchen.			
page		YES	NO	COMMENTS

Senior Center Assessment Tool

57	Mops / brooms stored not in direct contact w/ floor.				
55	Oliver machine is clean to sight and touch.				
56	Ice machine is clean to sight and touch. (4-801.11)				
I) Temperature of Menu Items					
Delivery					
Pans	1	2	3	4	1
2	3	4	1	2	3
4					
Entrée					
Side					
Side					
Side					
Dessert					
Milk					
Juice					
J) Food Service					
page		YES	NO	COMMENTS	
35, 39-41,99	Temperatures are taken and recorded upon delivery of food and prior to service of food.				
35, 37, 40	Thermometer is cleaned and sanitized before and after use.				
37, 40	Hot food is stored in holding cabinet upon receiving.				
52-53, 80	Food held at adequate temp to maintain food quality. Staff aware of how to operate holding cabinet.				
52-53	Holding Cabinet works properly.				
35,37,40	Cold food is stored in refrigerator upon receiving.				
54	Milk is received in a clean, well maintained insulated cooler with adequate ice and properly functioning drain.				
38	Serving Guide is available and consulted with for proper portions, utensils, and tray arrangement.				
57	Dining and serving tables are washed and sanitized.				
37	Supplies needed for the meals are counted and set aside prior to meal service.				
36	Hair nets and clean aprons are worn by servers. 2-402.11				
60	Servers have good hygiene and clean clothes.				
29	Appropriate serving utensils are available for use.				
60	Servers are free of sickness, open wounds, cuts.				
60,73	Plastic gloves are properly worn and used while serving.				
37	Foods are portioned with utensils according to the serving guide; minimal touching of food with gloved hand.				
46	Items handed out separate are placed on the table in front of participant.				

**Senior Center
Assessment Tool**

page		YES	NO	COMMENTS
47	Milk leftover from the day before is served first.			
36,38	Only those pans being served from are removed from hot/cold storage first.			
57	Kitchen area is appropriately cleaned after service.			
47	Pans washed, utensils cleaned and properly sanitized, supplies returned to storage area.			
26,47, 54	Comments about food are solicited and recorded on Item Delivery Ticket.			
K) C-2 / Home Bound Meals				
20	Current list of Home Delivered Meal Recipients on File.			
15-16	Meals are delivered only to eligible clients.			
19	Homebound waiting list is maintained at center.			
21	C-2 clients are periodically reminded about contributions.			
20	Participant information is maintained at the center for accurate record keeping.			
44-45	3 compartment trays / cup lids are dated.			
22, 38-39	Home delivery meal containers are adequate in size and quantity and properly sealed for cold/hot.			
48	Home delivery containers are clean and sanitized.			
45	Home delivery route is completed in less than 2 hours.			
15	Vehicle is free of odors, dirt, grime, and pets.			
* Module 5 Course Book of Food Safety on the Go				
L) Observations / Comments				
<p>Menu Served: Menu #</p> 				
<p>Estimated Number of Servings left after all meals were served:</p> 				
<p>Comments concerning meals in general: Shelf Stable Meals: Picnic:</p> 				

**Senior Center
Assessment Tool**

Physical Needs of Facility:
Additional Information of Interest:
Equipment Concerns:
Supply Concerns:
Reimbursement Concerns:

**Senior Center
Assessment Tool**

Assessment of Financial Management of Aging Program

Senior Centers – M4A Fiscal Year 2018

County: _____ Senior Center: _____

Manager's Name: _____ Phone: _____

Type of Audit:	Routine: <input type="checkbox"/>	Requested: <input type="checkbox"/>	By: _____	Date: _____
Reason for Request: _____				
Period Covered: _____				

1. Name(s) of counter(s) interviewed: _____
2. How many contribution boxes do you have?: 1 2 3 4 5 Other: _____
3. Do all of your boxes lock? Yes ___ No ___ if no, _____
4. Where are boxes when contributions are made? _____
5. Where are the boxes when you leave? _____
6. Where are the keys to the boxes stored and who has access to the keys? _____

7. Please describe the procedure for counting the contributions: _____

8. When/How often are the contributions counted? _____
9. Who gets MO/deposit slip? _____ How Often? _____
10. Is a copy of the Nutrition Manual (Alabama Elderly Nutrition Program: Guide to Meal Services) on file? Y N
11. Date of most current authorized counters sheet: _____
12. Were counters listed on sheet? Yes ___ No ___ if no, _____

Final Comments:

Senior Center Manager Signature

Date

Auditor Signature

Date

**Assessment of Financial Management of Aging Program
Contractors – M4A Fiscal Year 2018**

County: _____ Contractor: _____ Amt. of Grant Funds: _____
 Assessor: _____ Contact Person: _____ Phone: _____

Type of Audit:	Routine: <input type="checkbox"/>	Requested: <input type="checkbox"/>	By: _____	Date: _____
Reason for Request: _____				
Period Covered: _____				
Last Independent Audit: _____ By: _____				

Monitoring Objectives:

- To determine whether Aging Program Funds are expended for budgeting purposes and properly accounted for.
- To recommend where appropriate action is necessary to promote greater efficiency in fiscal management.

Fiscal Procedures:

I. BANKING:

1. Number of signatures required on checks: _____ Who signs checks? _____
2. Are all bank statements available for year? **Y N** Are bank reconciliations done? **Y N**

II. DOCUMENTATION:

YES NO

1. Does documentation exist to show that financial records are maintained for five years or until resolution of legal action or litigation? _____
2. Are you providing supporting documentation with your monthly report? On File? _____
3. Are the monthly reports submitted to M4A within the required number of days following the end of each month? _____
4. Does Contractor have the current declaration of insurance for the senior center? _____

III. ACCOUNTS PAYABLE/RECEIVABLE:

1. Who is responsible for accounts payable? _____
2. Does the Contractor have accessible documentation as to receipts and expenditures? _____
3. Are supporting documents marked paid with the check number and date paid noted to prevent duplicate payment? _____
4. Are all reimbursements to Contractor deposited promptly and properly accounted for? _____
5. Are all financial transactions approved by Contractor's authorized individual? _____
6. Who is authorized to approve invoices for payment? _____

V. INVENTORY:

1. Are inventory records for senior center maintained and accurate? _____

Contractor Signature	_____	Date	_____
Auditor Signature	_____	Date	_____

Exhibit F
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
MIDDLE ALABAMA AREA AGENCY ON AGING
AND
CITY OF ALABASTER

This Agreement is entered into by and between **Middle Alabama Area Agency on Aging**, hereinafter “**Provider**,” and the **City of Alabaster**, hereinafter “**Business Associate**.” This agreement is effective this the **1st day of October, 2024** and terminates upon the termination of the relationship of the parties in accordance with provision 4 of this agreement.

The Business Associate preforms certain services on behalf of or for the Provider pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. 1, No. 111-5)(the “HITECH Act”), any associated regulations and the federal regulations published at 45 CFR Parts 10 and 164 (sometimes collectively referred to as “HIPAA”). The Provider is a “Covered Entity” as that term is defined in HIPAA, and the Parties to the underlying Agreement are entering into this Agreement to establish the responsibilities of both Parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas, it is desirable, in order to further the continued efficient operations of the Provider to disclose to its Business Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both Parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the Parties do agree to at all times treat the PHI and interpret this Agreement consistent with that desire.

NOW THEREFORE, the Parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

- 1. Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
 - a. **Privacy Officer** shall mean the Provider’s HIPAA Privacy Officer.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the federal common law, as referenced in 45 CFR §160.402(c).

- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security of privacy of such information except as excluded in the definition of “breach” in 45 CFR §164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR §160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).
 - f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
 - g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR §160.103 limited to the information created or received by Business Associate from or on behalf of Provider.
 - h. **Security incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
 - i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found in 45 CFR Parts 160 and 164.
 - j. **Subcontractor** means a person to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Business Associate.
- 2. Permitted Uses and Disclosures.**
- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Provider by the Business Associate. This PHI is governed by this Agreement and is limited to the minimum necessary to complete the tasks or to provide the services associated with the terms of the original Agreement, and is generally described in Appendix A.
 - b. **Purposes.** Except as otherwise limited in this Agreement, Business Associate may use or disclose the PHI on behalf of, or to provide services to, Provider for purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by the Provider or Business Associate or violate the minimum necessary and related Privacy and Security Policies and Procedures of

the Provider. The Business Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Provider.

- c. **Further Uses and Disclosures.** Except as otherwise limited in this Agreement, the Business Associate may disclose PHI to third Parties for the purpose of its own proper management and administration, or as required by law, provided that (a) the disclosure is required by law; or (b) the Business Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Business Associate; and (c) there is an agreement to notify the Business Associate and Provider of any instance of which the third party is aware that the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR §164.502.

3. Obligations of Business Associate

- a. **Stated Purposes Only.** The PHI may not be used by the Business Associate for any purpose other than as stated in this Agreement or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Business Associate other than as stated in this Agreement or as required or permitted by law. Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Provider gives written approval and the individual provides a valid authorization. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Business Associate will report to Provider any use or disclosure of the PHI, including any security incident not provided for by this Agreement of which it becomes aware. However, the Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings," or an unsuccessful attempt to improperly access PHI that is stored in an information system under its control.

Business Associate shall report to Provider use or disclosure of PHI provided the use or disclosure of the PHI was in the possession of the Business Associate or a subcontractor or agent of Business Associate.

- c. **Safeguards.** The Business Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Agreement. This shall include, but not be limited to:

- i. Limitations of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Agreement, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope, and complexity of the Business Associate's operations, in compliance with the Security Rule; and
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restriction, conditions, and requirements that apply to the Business Associate with respect to such information.
- d. **Compliance with Law.** The Business Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to the Privacy and Security Rules.
- e. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the PHI by Business Associate in violation of the requirements of this Agreement and report its mitigation activity back to the Provider.
- f. **Support of Individual Rights.**
 - i. **Access to PHI.** Business Associate shall make the PHI maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Provider for inspection and copying, and in electronic format, if requested, within five (5) days of a request by Provider to enable Provider to fulfill its obligations under the Privacy Rule, including but not limited to 45 CFR §164.524 and consistent with Section 13405 of the HITECH Act.
 - ii. **Amendment of PHI.** Within five (5) days of receipt of a request from Provider for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Business Associate or its agents or

subcontractors shall make such PHI available to Provider for amendment and incorporate any such amendments to enable Provider to fulfill its obligations under the Privacy Rule including, but not limited to, 45 CFR §165.526.

- iii. **Accounting Rights.** Within thirty (30) days of notice or a request for an accounting of disclosures of the PHI, Business Associate and its agents or subcontractors shall make available to Provider the documents required to provide an accounting of disclosures to enable Provider to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act, Business Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Provider to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. This should include a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
- The date of disclosure;
 - The name of the entity or person who received the PHI and, if known, the address of the entity or person;
 - A brief description of the PHI disclosed; and
 - A brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Provider, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR §164.522, when the Provider determines to do so, except as required by law, and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use of Disclosure.** The Business Associate will immediately discontinue use or disclosure of Provider PHI pertaining to any individual when so requested by Provider. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding Section 4.a. of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Agreement for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's and Subcontractor's Compliance.** The Business Associate shall notify the Provider of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in Section 2.a. of this Agreement. Such notification shall occur within thirty (30) calendar days of the execution of the subcontract and shall be delivered to the Provider's Privacy Officer and Provider's Office Manager. The Business Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Business Associate creates or receives on behalf of Provider, agree to the restrictions and conditions which apply to the Business Associate hereunder. The Provider may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- i. **Federal and Provider Access.** The Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Business Associate on behalf of the Provider available to the U.S. Secretary of Health and Human Services consistent with 45 CFR §164.504. The Business Associate shall also make these records available to Provider, or Provider's contractor, for periodic audit of Business Associate's compliance with the Privacy and Security Rules. Upon Provider's request, the Business Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurances relative to compliance with the Privacy and Security Rules. This section shall also apply to Business Associate's subcontractors, if any.
- j. **Security.** The Business Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies that Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 3402 of Title XIII is required, to the extent practicable.
- k. **Notification of Breach.** During the term of this Agreement, the Business Associate shall notify the Provider's Office Manager within five (5) days of a

breach, understanding that the Provider's Privacy Officer would already have notice, by e-mail or web form, upon the discovery of the breach of unsecured PHI of any suspected security incident, intrusion or unauthorized data affecting this Agreement. The Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings," or an unsuccessful attempt to improperly access PHI that is stored in an information system under its control.

The Business Associate shall investigate such security incident, breach or unauthorized use or disclosure of PHI or confidential data. Within five (5) days of the discovery, the Business Associate shall notify the Provider's Privacy Officer and Provider's Office Manager, unless otherwise directed by the Provider in writing: (a) Date of Discovery; (b) What data elements were involved and the extent of the data involved in the breach; (c) A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of breaches are triggered.

Provider will coordinate with Business Associate to determine additional specific actions that will be required of the Business Associate for mitigation of the breach, which may include notification to the individual or other authorities.

The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a breach that has occurred because of the negligence of the Business Associate. This may include, but is not limited to, costs associated with notifying affected individuals.

If the Business Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in Section 2.2a. of this Agreement, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Provider's Privacy Officer. Failure to include such requirements in any subcontract or agreement may result in the Provider's termination of the Agreement.

1. **Assistance in Litigation or Administrative Proceedings.** The Business Associate shall make itself and any subcontractors, workforce or agents assisting Business Associate in the performance of its obligation under this Agreement, available to the Provider at no cost to the Provider to testify as witnesses or otherwise, in the event of litigation or administrative proceedings being commenced against the Provider, its officers, or employees based upon claimed

violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Business Associate, except where Business Associate or its subcontractors, workforce or agent is named as an adverse party.

4. Agreement Administration.

- a. **Term.** This Agreement shall terminate upon termination of the underlying Agreement or on the date the Provider terminates for causes as authorized in paragraph “c” of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Business Associate shall return or destroy, at the Provider’s option, all PHI received from, or created, or received by the Business Associate on behalf of the Provider that the Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of the Business Associate. The duty of the Business Associate and its agents and subcontractors to assist the Provider with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.
- c. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Provider if Provider determines Business Associate has violated a material term of the Agreement. Provider may, at its sole discretion, allow Business Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Provider may terminate this Agreement if the Business Associate is found guilty of a criminal violation of HIPAA. The Provider may terminate this Agreement if the finding or stipulation that the Business Associate has violated a standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. Business Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH.
- e. **Survival.** The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Provider and is to be returned upon demand or destroyed at the Provider's option, at any time, and is subject to the restrictions found within Section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of the Provider.
- c. **Electronic Transmission.** Except as permitted by law or this Agreement, PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Agreement or to another contractor or allied Provider, or affiliate without prior written approval of the Provider.
- d. **No Sales.** Reports or data containing the PHI may not be sold without the Provider's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Provider, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretations.** The provisions of this Agreement shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Agreement. The interpretation of this Agreement shall be made under the laws of the State of Alabama.
- g. **Amendment.** The Parties agree that, to the extent necessary to comply with applicable laws, they will agree to further amend this Agreement.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

For Provider:

Middle Alabama Area Agency on Aging

Signature of Authorized Agent

Carolyn Fortner, Executive Director

Date: _____

Mailing Address:
P.O. Drawer 618
Saginaw, AL 35137

Physical Address (if different):
209 Cloverdale Circle
Alabaster, AL 35007-4652

Telephone: 205-670-5770

Fax: 205-378-4198

E-Mail: cfortner@m4a.org

For Business Associate:

Print Name of Business Associate

Signature of Authorized Agent

Name of Authorized Agent

Title of Authorized Agent

Date: _____

Mailing Address:

Physical Address (if different):

Telephone: _____

Fax: _____

Email: _____

APPENDIX A

Patient information from **Middle Alabama Area Agency on Aging** may be shared with **City of Alabaster** (Name of Business Associate) in accordance with the Business Associate Agreement. Examples of Protected Health Information (PHI) that may be shared include, but not limited to:

(List below)

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

Item 5.



RESOLUTION 042224-F

RESOLUTION AUTHORIZING AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) AND SHELBY COUNTY FOR PROJECT NHF-I065(543) ADDING LANES AND BRIDGE REPLACEMENT ON INTERSTATE 65

BE IT RESOLVED, by the City of Alabaster as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Additional lanes and bridge replacement on 1-65 from .56 miles south of Buck Creek to 1 mile north of SR-3 (US-31), over CSX railroad (BIN 006489 and 006490), over CR-26 (BIN 006491 and 006492), over Old US-31 and CSX railroad (BIN 006493 and 006494); Project# NHF-I065(543); CPMS Ref# 100055335.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

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

PASSED, ADOPTED, AND APPROVED THIS 22ND DAY OF APRIL 2024.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

I, the undersigned qualified and acting clerk of the City of Alabaster Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council named therein, at a regular meeting of such Council held on the **22nd day of April 2024**, and that such resolution is of record in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Alabaster on this **22nd day of April 2024**.

City Clerk

CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT

BETWEEN THE STATE OF ALABAMA THE SHELBY COUNTY COMMISSION AND THE CITY OF ALABASTER

Project No. NHF-I065(543) CPMS Ref# 100055335

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; the Shelby County Commission, Alabama, (FEIN 63-6001694) hereinafter referred to as the COUNTY; and the City of Alabaster, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE, the COUNTY, and the CITY desire to cooperate in the additional lanes and bridge replacement on I-65 from .56 miles south of Buck Creek to 1 mile north of SR-3 (US-31), over CSX railroad (BIN 006489 and 006490), over CR-26 (BIN 006491 and 006492), over Old US-31 and CSX railroad (BIN 006493 and 006494); Project# NHF-I065(543); CPMS Ref# 100055335.

NOW, THEREFORE, it is mutually agreed between the STATE, the COUNTY, and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. Project Funding: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. County funds shall be limited to \$6,250,000.00 for this project. City funds shall be limited to \$1,750,000.00 for this project. Any overruns in project costs will be borne by State Federal Aid with State funds as match. In the event of an overrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

Table with 2 columns: FUNDING SOURCE and ESTIMATED COSTS. Rows include Federal NH Funds, County Funds, City Funds, State Funds, and TOTAL (Incl CE&I & Indirect Cost).

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It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY and CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY and CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY and CITY.

C. Time Limit: This project will commence upon written authorization to proceed.

PART THREE (3): PROJECT SERVICES

A. The STATE will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the STATE in accordance with applicable Federal and state laws, regulations, and procedures.

Acquisition of real property by the STATE as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

The STATE shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY or CITY from the sale or lease of property.

B. The STATE will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The STATE will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with STATE forces or with a consultant. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

D. The STATE will furnish all construction engineering for the project with STATE forces or with a consultant as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY and/or CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

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PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY and/or CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY and/or CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.
 For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY and CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY and CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.
 For projects let to contract by the COUNTY or CITY, the COUNTY or CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY and CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY and CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY and CITY will provide all bids to the STATE with a recommendation for award. The COUNTY and CITY shall not award the contract until it has received written approval from the STATE.
 For projects with approval by the STATE to use COUNTY and/or CITY Forces, the Construction for the project will be performed by the COUNTY and/or CITY at actual costs for labor, materials, and equipment, as approved by the STATE.
 The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.
- C. If necessary, the STATE will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor will be responsible for compliance with the permit.
 The STATE will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.
- D. The STATE will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed by the COUNTY under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
 For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed

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by the COUNTY under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- G. The COUNTY and/or CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- H. Upon completion and acceptance of this project by the State, the COUNTY and CITY will assume full ownership and responsibility for the portion of the project work on their respective right-of-way and the STATE will assume full ownership and responsibility and maintain the project work on STATE right-of-way in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY and CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY and CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY and CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY and CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
 All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

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The COUNTY and CITY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY and CITY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY and CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY and CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY and CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY and CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY and CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY and CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY and CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY and CITY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY and CITY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Alabaster, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

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



RESOLUTION 042224-C

**A RESOLUTION AMENDED RESOLUTION 091123-G
AS TO CONTACT AND NOTICE ADDRESSES**

WHEREAS, on September 11, 2023, the City Council authorized under Amendment 772 an incentive agreement with PC Sweet Home Bama, LLC, and

WHEREAS, PC Sweet Home Bama, LLC has relocated its offices and contact information; and

WHEREAS, no further changes to the resolution have been requested by PC Sweet Home Bama, LLC.

NOW, THEREFORE, Be It Resolved as follows:

- 1. Resolution 091123-G is hereby amended to reflect that the contact information for PC Sweet Home Bama, LLC is as follows:

**PC Sweet Home Bama, LLC
7775 Baymeadows Way
Suite 300
Jacksonville, FL 32256**

- 2. Resolution 091123-G is further amended to reflect that PC Sweet Home Bama, LLC may update its contact information with the City without the necessity of council action by giving notice, in writing, to the City Treasurer and City Clerk.

ADOPTED AND APPROVED THIS 22ND DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Council Member PATE introduced the following Resolution which was seconded by Council Member ZANARLADIS :



RESOLUTION 091123-G

**AUTHORIZING AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH
PC SWEET HOME BAMA, LLC**

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

Section 1. Findings. That the Council, upon evidence duly submitted to and considered by it, hereby finds, determines and declares as follows:

(a) The City has heretofore proposed authorization of a Grant Agreement (the "Agreement", and attached hereto as Exhibit A) with PC Sweet Home Bama, LLC in order to promote commercial development within the City, which will upgrade and improve various aspects of the façade of Promenade North, under the proposed terms of the Agreement the maximum sum of \$850,000.00 of City Sales and Use Tax collected from the a defined project area will be used to promote economic development within the City. The term of this Agreement shall expire five (5) years or less from the date of the opening of in the Project area.

(b) The Agreement will provide that all proceeds derived therein described will be used by PC Sweet Home Bama, LLC as inducement payments to promote economic development by developing, constructing, and leasing facilities to one or more retail and commercial spaces within the City and the façade of the Promenade. To the extent that the Agreement with PC Sweet Home Bama, LLC will encumber certain sales and use tax revenues, the City Attorney is authorized to file a lawsuit pursuant to the provisions of the constitution and laws of the State of Alabama, including particularly Amendment No. 772 to the Constitution of Alabama of 1901 (the "Economic Development Amendment") to confirm the validity to the proposed Agreement with PC Sweet Home Bama, LLC and to insure the Agreement is indeed a promotion of the economic development of the City in accordance with the economic development goals and objectives of the City.

(c) The Council has heretofore caused to be published in The Shelby County Reporter (the newspaper having the largest circulation in the City) in its edition of September 3, 2023, a notice to the public announcing the holding by the Council, at its regularly scheduled meeting, of a public hearing at 7:00 p.m. on Monday, September 11, 2023 in the Alabaster City Hall Building located at 1953 Municipal Way, Alabaster, Alabama, for the purpose of receiving comments from interested citizens concerning the proposed authorization, execution and delivery of the Agreement by the City. As provided in the aforesaid notice to the public published in The Shelby County Reporter, copies of a draft of the Agreement have been available for public inspection at the office of the City Clerk, at City Hall, 1953 Municipal Way, Alabaster, Alabama.

(d) Any interested person appearing at the meeting of the Council has been given an opportunity to make comments to the Council on the proposed authorization, and execution of the Agreement by the City, and the Council has considered such comments as may have been made with respect thereto.

(e) The public benefits sought to be achieved by the proposed authorization, and execution of the Agreement by the City is the promotion of local industrial and economic


development and the stimulation of the local economy, the inducement of commercial enterprises to locate new facilities in the City and new residents in the City (resulting in additional tax revenues for the City), increasing employment opportunities in the City and the promotion of the expansion and retention of business enterprises in the City, inuring to the economic health of the City. For purposes of Amendment No. 772 to the Constitution of Alabama of 1901 as amended in 2022, PC Sweet Home Bama, LLC and the business entities to whom or for whose benefit the City proposes to grant public funds or thing of value. The expenditure of public funds for the purpose specified in this resolution and expressed in the agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

Section 2. Approval. The Council hereby approves the proposed agreement, and execution of the Agreement by the City in accordance with the applicable provision of the Economic Development Amendment.

POLL CALL VOTE - ALL YEA

ADOPTED AND APPROVED THIS 11TH DAY OF SEPTEMBER 2023.

ATTEST:


J. Mark Frey, City Clerk

CITY OF ALABASTER

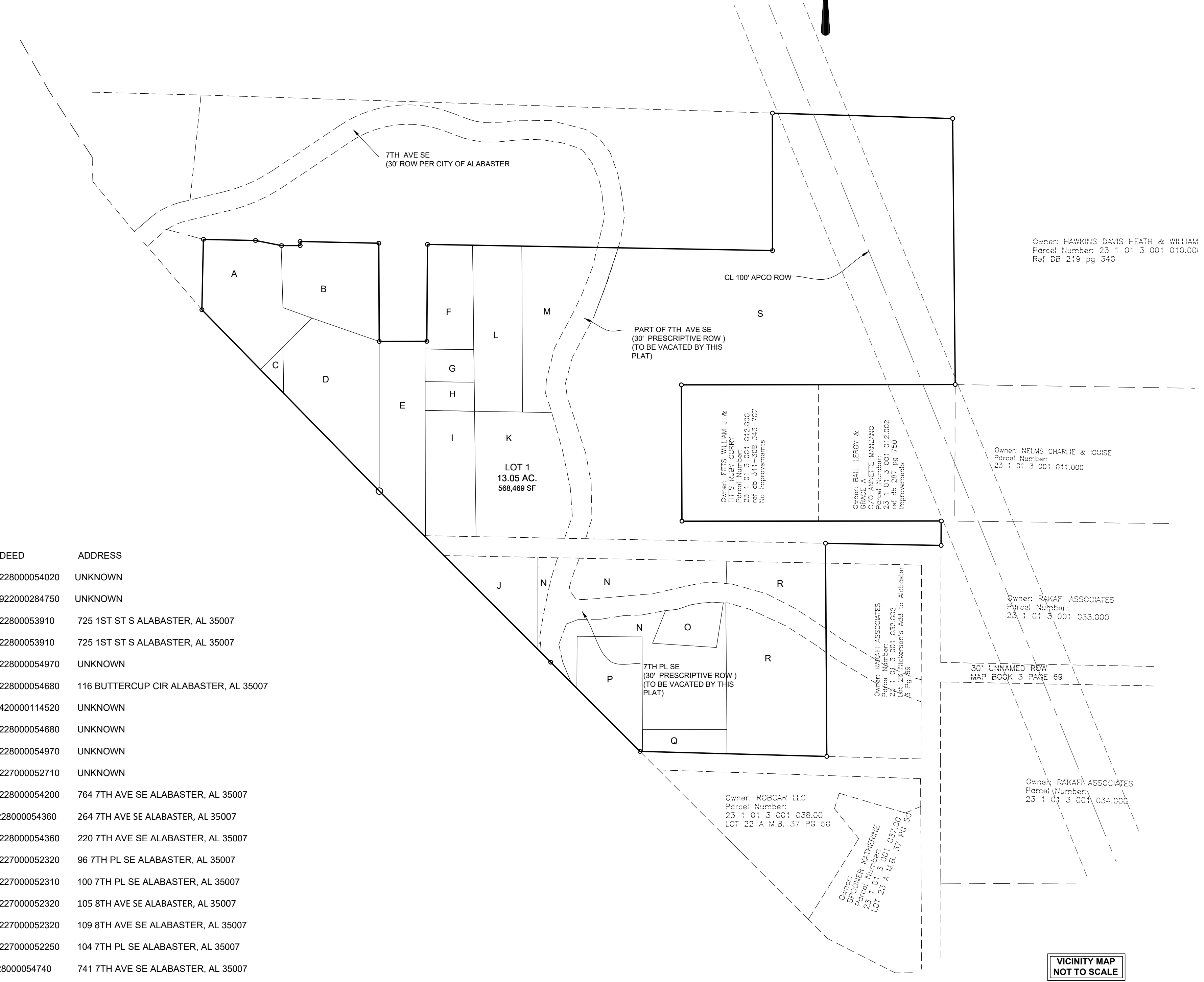
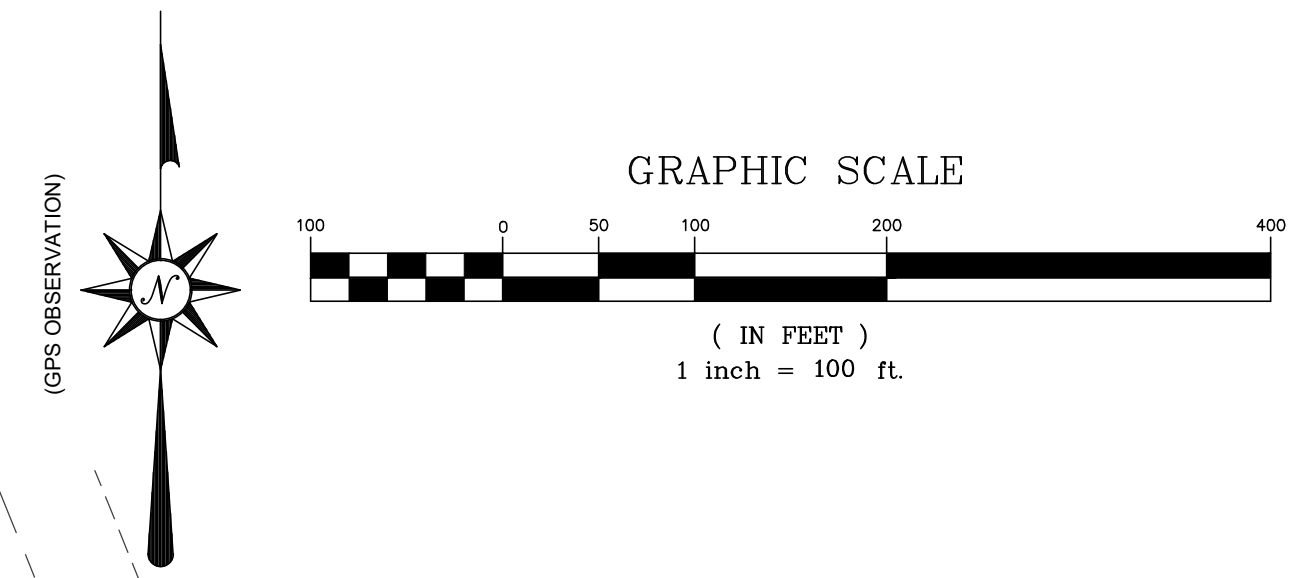

Greg Farrell, Council President *Pro Tem*

APPROVED:

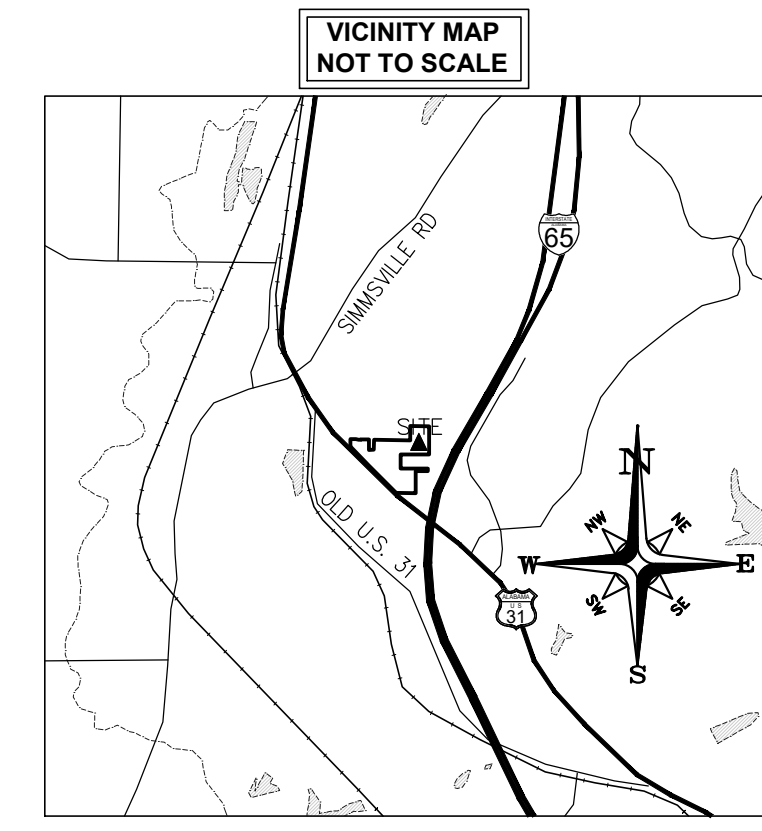

Scott Brakefield, Mayor

THE SHOPPES AT DISTRICT 31 INTERNAL PARCEL EXHIBIT

SITUATED IN THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 21
SOUTH, RANGE 3 WEST, SHELBY COUNTY ALABAMA



REF #	OWNER	PARCEL #	DEED	ADDRESS
A	API HWY 31 LLC	23 1 01 3 001 014.000	20230228000054020	UNKNOWN
B	API HWY 31 LLC	23 1 01 3 001 015.000	20230922000284750	UNKNOWN
C	API HWY 31 LLC	23 1 01 3 001 015.001	20230228000053910	725 1ST ST S ALABASTER, AL 35007
D	API HWY 31 LLC	23 1 01 3 001 017.000	20230228000053910	725 1ST ST S ALABASTER, AL 35007
E	API HWY 31 LLC	23 1 01 3 001 018.000	20230228000054970	UNKNOWN
F	API HWY 31 LLC	23 1 01 3 001 020.000	20230228000054680	116 BUTTERCUP CIR ALABASTER, AL 35007
G	API HWY 31 LLC	23 1 01 3 001 021.000	20230420000114520	UNKNOWN
H	API HWY 31 LLC	23 1 01 3 001 020.002	20230228000054680	UNKNOWN
I	API HWY 31 LLC	23 1 01 3 001 022.000	20230228000054970	UNKNOWN
J	API HWY 31 LLC	23 1 01 3 001 026.000	20230227000052710	UNKNOWN
K	API HWY 31 LLC	23 1 01 3 001 024.000	20230228000054200	764 7TH AVE SE ALABASTER, AL 35007
L	API HWY 31 LLC	23 1 01 3 001 020.001	20230228000054360	264 7TH AVE SE ALABASTER, AL 35007
M	API HWY 31 LLC	23 1 01 3 001 024.001	20230228000054360	220 7TH AVE SE ALABASTER, AL 35007
N	API HWY 31 LLC	23 1 01 3 001 029.000	20230227000052320	96 7TH PL SE ALABASTER, AL 35007
O	API HWY 31 LLC	23 1 01 3 001 030.000	20230227000052310	100 7TH PL SE ALABASTER, AL 35007
P	API HWY 31 LLC	23 1 01 3 001 027.000	20230227000052320	105 8TH AVE SE ALABASTER, AL 35007
Q	API HWY 31 LLC	23 1 01 3 001 028.000	20230227000052320	109 8TH AVE SE ALABASTER, AL 35007
R	API HWY 31 LLC	23 1 01 3 001 031.000	20230227000052250	104 7TH PL SE ALABASTER, AL 35007
S	API HWY 31 LLC	23 1 01 3 001 012.001	20230228000054740	741 7TH AVE SE ALABASTER, AL 35007



ARRINGTON ENGINEERING
Civil Engineers - Surveyors - Land Planners

OFFICE: (205) 985-9315
FAX: (205) 985-9385
2032 VALLEYDALE ROAD
BIRMINGHAM AL 35244

<p>DRAWING TITLE THE SHOPPES AT DISTRICT 31</p> <p>LOCATION & DESCRIPTION SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY ALABAMA</p>		<p>DRAWN BY DBA</p> <p>CHECKED BY: JDA</p> <p>DATE: 12-1-2023</p> <p>SCALE: 1"=100'</p> <p>PARTY CHIEF JJKS</p> <p>PROJECT NO.: 82722</p> <p>SHEET 1 OF 1</p>
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LEGAL DESCRIPTION OF PORTION OF 7th COURT SOUTHEAST TO BE VACATED

THAT PART OF SAID RIGHT OF WAY LYING NORTH OF AND CONTIGUOUS TO LOTS 26, 27, 28 AND 29 ACCORDING TO THE MAP OF NICKERSON'S ADDITION TO ALABASTER AS RECORDED IN PLAT BOOK 3 PAGE 69 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA . LESS AND EXCEPT ANY PART LYING IN THE PUBLIC RIGHT OF WAY OF U.S HIGHWAY 31.

**STATE OF ALABAMA
SHELBY COUNTY**

DECLARATION OF VACATION

I, the undersigned, constituting the owner of all property abutting of that part of a unnamed unimproved 30 foot wide Right of Way lying north of and Contiguous to lots 26, 27,28,and 29 currently known as 7th Court SE (unimproved) same appears on the Plat of Nickerson's Addition to Alabaster Which Plat is recorded in Plat Book 3 at Page 69, in the Probate Office of Shelby County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said part of 7th Ct SE as the same appears of record on the Plat to be vacated, and said part of 7th CT SE is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of a part of 7th Ct SE is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.
2. It is in the best public interest that a part of 7th Ct SE be closed and vacated.
3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.
4. is situated in the City of Alabaster, Shelby County, Alabama, and appears on Nickerson's Addition to Alabaster as recorded in Map Book 3 page 69 in the Probate Office Of Shelby County, Alabama A copy of the map reflecting the location of A part of 7th Ct SE is attached hereto and incorporated into this Declaration of Vacation as a part hereof.
5. The street address and legal descriptions of all property abutting A part of 7th Ct SE and the names and addresses of the owner of said abutting properties are as follows:

Street Address: unknown (shown as parcel j on exhibit)
Legal Description: deed instrument # 20230227000052710
Owners' Name: API HWY 31 LLC

Street Address: unknown (shown as parcel I on exhibit)
Legal Description: deed instrument # 20230228000054970
Owners' Name: API HWY 31 LLC

Street Address: 764 7TH AVE SE ALABASTER, AL 35007 (shown as parcel K on exhibit)
Legal Description: deed instrument # 20230228000054200
Owners' Name: API HWY 31 LLC

Street Address: 96 7TH PL SE ALABASTER, AL 35007 (shown as parcel N on exhibit)
Legal Description: deed instrument # 20230227000052320
Owners' Name: API HWY 31 LLC

Street Address: 741 7TH AVE SE ALABASTER, AL 35007 (shown as parcel N on exhibit)
Legal Description: deed instrument # 20230228000054740
Owners' Name: API HWY 31 LLC

Street Address: 104 7TH PL SE ALABASTER, AL 35007 (shown as parcel R on exhibit)
Legal Description: deed instrument # 20230227000052250
Owners' Name: API HWY 31 LLC

6. All of the undersigned do hereby declare 7th Ct SE to be vacated and respectfully request the assent of the City Council of the City of Alabaster, Alabama, to said vacation of 7th Ct SE and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the _____ day of _____, 20_____.

I Keith Owens do hereby certify as managing member of API Hwy 31 LLC that said corporation does own all parcels listed on this declaration of vacation and do hereby request that that portion of 7th Ct SE described in this declaration be vacated

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that _____ and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 20_.

Notary Public

NICKERSON'S ADDITION TO ALABASTER

A PART OF THE NW 40th SECTION 17 T21 R3 WEST

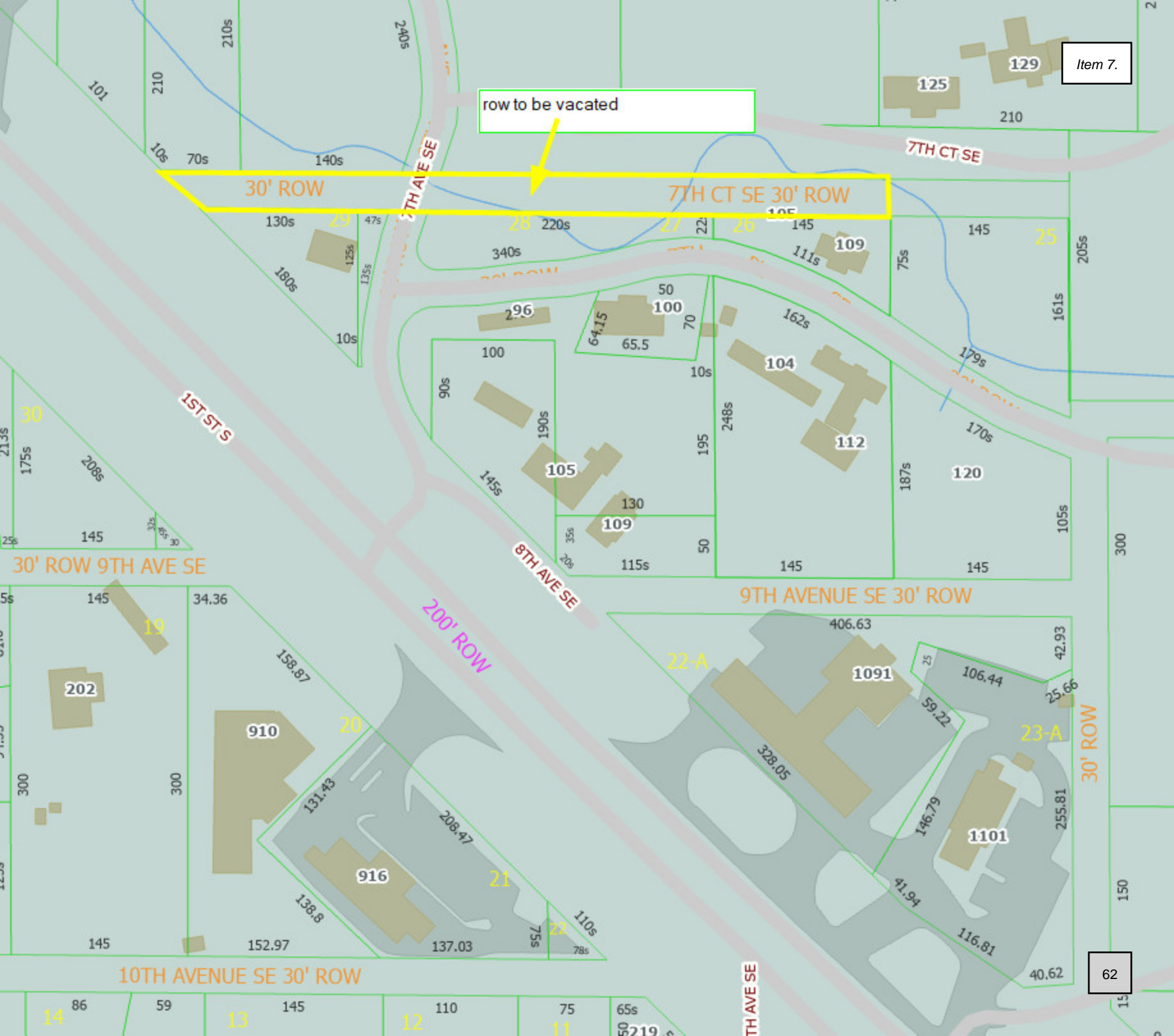


State of Alabama
 SHELBY COUNTY
 I, T. C. Walker, Judge of Probate hereby
 certify that the within and foregoing
 was filed for record on the 4th day
 of June 1903
 T. C. Walker
 Judge of Probate

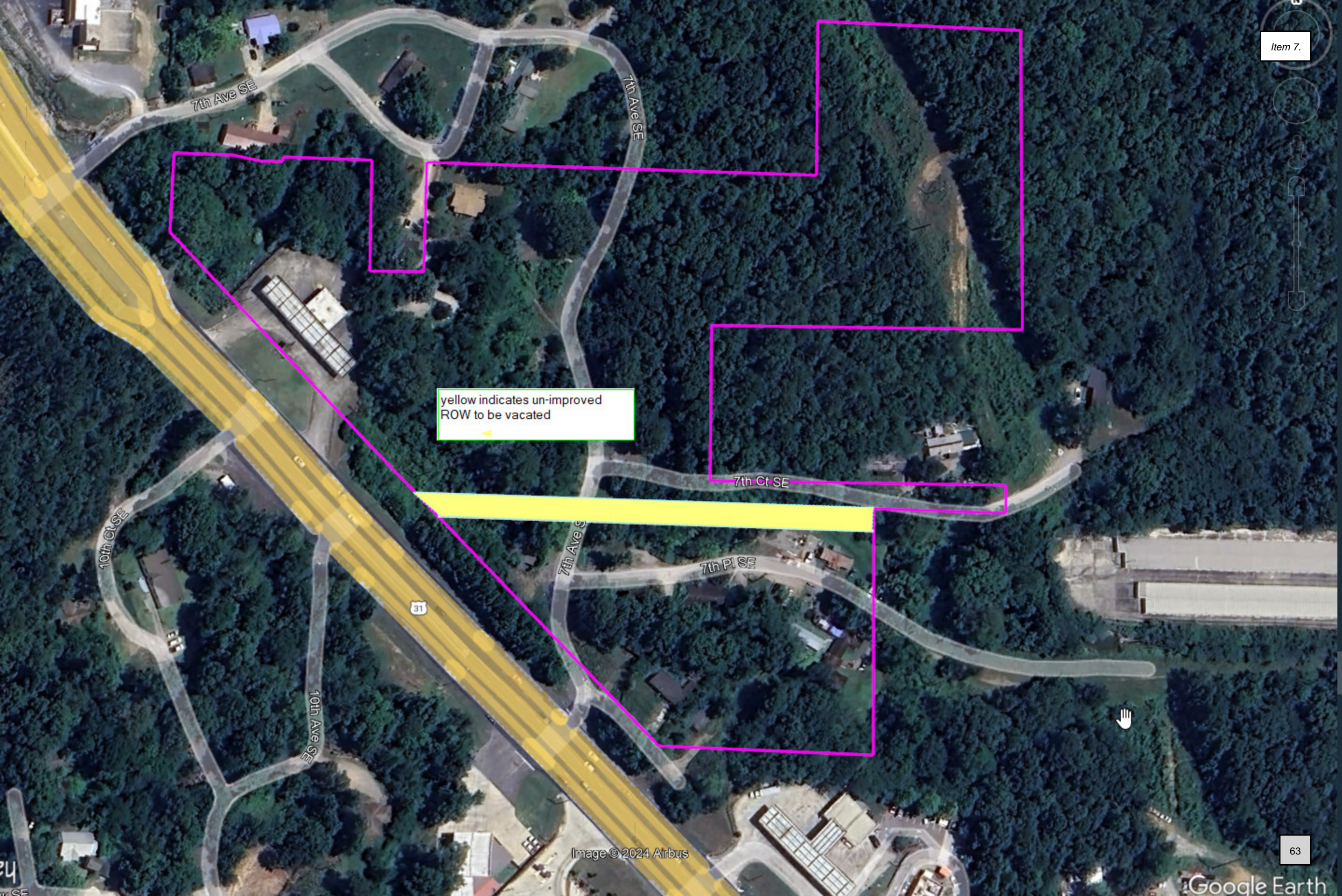
34
 31
 18

Item 7.

row to be vacated



yellow indicates un-improved
ROW to be vacated



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



RESOLUTION 042224-D

A RESOLUTION CONSENTING TO THE VACATION OF PORTIONS OF 7TH COURT SOUTHEAST

Whereas, the attached Declaration of Vacation (“Declaration”), executed and acknowledged by all owners having an interest in the real property adjacent to the land shown to be vacated on the attached Exhibit ‘A’ which Declaration is to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, and which has been filed with the City Council of the City of Alabaster, declaring the alleys and right of ways of 7th Court SE to be vacated and abandoned, as more particularly described in the Declaration; and

Whereas, Section 35-2-54 CODE OF ALABAMA (1975) requires the assent of the governing body of the municipality to any Declaration of Vacation; and

Whereas, the City Council of the City of Alabaster, Alabama, has considered said Declaration and abandonment and it is the opinion of the City Council that the proposed vacation and abandonment declared therein will not affect the means of ingress and egress to and from the property reflected on the plat, and convenient means of ingress and egress to and from their property will be afforded to all property owners owning property in the tract of land embraced in the plat, either by the remaining streets and alleys dedicated by such map, plat or survey, or by other streets or alleys dedicated; and

Whereas, it appears to the City Council of the City of Alabaster, Alabama, that the allegations of the Declaration are true; and all of the property owners owning real property reflected on the plat have entered into the execution of the Declaration; that the provisions of Section 35-2-54 CODE OF ALABAMA (1975), as amended, have been strictly complied with; and that the Declaration is sufficient to effectuate the vacation and abandonment referenced therein.

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

1. The assent of the City Council of the City Alabaster, Alabama, is hereby given to the vacation of the alleys and rights of way to be vacated and abandoned in conformity with the Declaration heretofore filed.
2. The City Council of the City of Alabaster, Alabama, does hereby vacate and abandon and interest of the City of Alabaster, Alabama in the alleys and rights of way, as described in the Declaration, such that the vacated property shall return to private ownership.
3. The City Clerk is hereby authorized to append a certified copy of this Resolution to the Declaration of Vacation.

ADOPTED AND APPROVED THIS 22ND DAY OF APRIL 2024.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

A RESOLUTION APPROVING A PETITION FOR AUTHORITY TO INCORPORATE AN IMPROVEMENT DISTRICT IN THE CITY OF ALABASTER, ALABAMA UNDER THE PROVISIONS OF CHAPTER 99A OF TITLE 11 OF THE CODE OF ALABAMA 1975, AS AMENDED, AND AUTHORIZING THE PERSONS FILING SAID PETITION TO PROCEED TO FORM SUCH PUBLIC CORPORATION

Whereas, a petition was filed with the City Council (the “Council”) of the City of Alabaster (the “City”) requesting authority to incorporate and organize a public corporation to be known as “District 31 Improvement District” (the “District”) under the provisions of Chapter 99A of Title 11 of the Code of Alabama 1975, as amended (the “Act”), which Petition is attached as Exhibit A hereto (the “Petition”); and

Whereas, the Petition provides that it was signed by the owners of all of the land proposed to be included within the District (all such owners, the “Petitioners”), and was submitted to the Council by Keith Owens, Brad Price, and Gary Parkes (collectively, the “Agents”), who in the Petition are described as having been designated to act as agents in representing the Petitioners before the City; and

Whereas, the Petition provides that it was signed by the owners of the land proposed to be included within the District, and the Agents submitted to the City along with the Petition a certification, dated April __, 2024 (the “Ownership Certificate”), from Michael T. Atchison, Esquire, in his capacity as title attorney, certifying that the Petitioners are the sole owners of all land requested in the Petition to be included within the District; and, further, based upon such information and the City’s review of the Petition the City confirms that the Petitioners own all of the land proposed to be included within the District; and

Whereas, in the Petition the Council is asked to appoint Keith Owens, Brad Price, and Gary Parkes to the District’s initial Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, as follows, based upon the Ownership Certificate,

Section 1. That it is expedient that the District be formed.

Section 2. That the Petitioners are authorized by the Council to proceed to form the District by filing for record articles of incorporation in accordance with the provisions of Section 11-99A-4 of the Act and to attach thereto a copy of this resolution.

Section 3. That the Council hereby appoints the following three persons as the initial Board of Directors of the District to serve immediately upon the filing for record the certification of incorporation for the District, as follows:

<u>Name</u>	<u>End of Term of Office</u>
Keith Owens	April __, 2030
Brad Price	April __, 2029
Gary Parkes	April __, 2028

Section 4. All appointments made by this Resolution are subject to the terms and conditions contained in the Act.

ADOPTED this ____ day of April, 2024.

Mayor

ATTEST:

City Clerk

I, the undersigned City Clerk of the CITY OF ALABASTER, a municipal corporation under the laws of the State of Alabama, hereby certify that the attached pages numbered consecutively from 1 to ____, inclusive, constitute a true, correct and complete copy of Resolution No. _____, which resolution was duly and legally adopted at a regular meeting of the City Council on _____, 2024.

WITNESS my signature, as said City Clerk, under the seal of said City, this ____ day of _____, 2024.

[SEAL]

City Clerk of the
CITY OF ALABASTER, ALABAMA

Exhibit A
Petition

ARTICLES OF INCORPORATION

OF

DISTRICT 31 IMPROVEMENT DISTRICT

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

The undersigned, who are the owners of certain land located in Shelby County, Alabama, within and adjacent to the corporate limits of the City of Alabaster, Alabama, desiring to organize a body corporate under the provisions of Chapter 99A, Title 11, Code of Alabama 1975 (the "Enabling Law"), and being the incorporators of the improvement district hereby organized, do make, sign, execute, acknowledge and file these Articles of Incorporation, as follows:

- 1. The name of the said improvement district (the "District") is and shall be:

District 31 Improvement District

The District is organized pursuant to the provisions of Chapter 99A, Title 11, Code of Alabama 1975.

- 2. The names and mailing addresses of the incorporators of the District are:

<u>Name</u>	<u>Address</u>
Keith Owens	2000 Lay Dam Rd. Clanton, AL 35045
Brad Price	2000 Lay Dam Rd. Clanton, AL 35045
Gary Parkes	105 Reynolds Drive Franklin, TN 37064

3. Permission to organize the improvement district has been granted by resolution duly adopted by the governing body of the City of Alabaster, Alabama, the appointing government, on the ___ day of April, 2024.

4. The initial board of directors of the District shall consist of three members, who shall be appointed by the governing body of the City of Alabaster, Alabama, in the manner and for the terms of office provided by law. The members of the initial board of directors of the District, their addresses and their initial terms of office shall be as follows (with their terms of office to begin upon the recordation of these Articles of Incorporation in the office of the Judge of Probate of Shelby County, Alabama, and to continue for the number of years hereafter specified, and with the successor members of the board of directors to serve for six-year terms):

<u>Name</u>	<u>Address</u>	<u>End of Initial Term of Office</u>
Keith Owens	2000 Lay Dam Rd. Clanton, AL 35045	April __, 2030
Brad Price	2000 Lay Dam Rd. Clanton, AL 35045	April __, 2029
Gary Parkes	105 Reynolds Drive Franklin, TN 37064	April __, 2028

5. The period of duration of the District shall be perpetual unless it shall be sooner dissolved by proceedings taken pursuant to Section 11-99A-27 of said Code of Alabama 1975.

6. The location of the principal office of the District shall be 2000 Lay Dam Rd., Clanton, AL 35045.

7. The purpose for which the District is organized is the acquisition, construction, installation and operation of public improvements to real property located in the District. In furtherance of said purpose, the District shall have all powers conferred on improvement districts of like nature by Chapter 99A, Title 11, Code of Alabama 1975, as said powers are now defined; provided, the District may not submit a petition to the City Council of the City of Alabaster (the "Council") to levy a license fee or charge levied on all sales within the District.

8. The District may, if the said Chapter 99A is amended to grant additional powers to improvement districts generally, exercise such additional powers only if these Articles of Incorporation are amended, with the prior written approval of the City of Alabaster, Alabama, to provide that the district may exercise such powers. It is contemplated that the District will undertake the acquisition, construction, and installation of public improvements with respect to a commercial retail development in the District, and that the District will finance all or a substantial portion of the costs of such public improvements from a license fee or charge levied on all sales within the District benefited by such improvements.

9. The initial boundaries of the District shall be as set forth in Exhibit A attached hereto. The boundaries of the District may be expanded in the future by a resolution of the Board of Directors of the District with the consent of the governing body of the City of Alabaster, Alabama, subject to the satisfaction of any other requirements set forth in the aforesaid Chapter 99A, Title 11, Code of Alabama 1975, but any property added to the District must be within the municipal limits of the City of Alabaster, Alabama or be annexed into the City of Alabaster, Alabama, by operation of law under Section 11-99A-10 of the Code of Alabama 1975 or by other lawful means as necessary to accomplish the said annexation.

10. The District shall be a public corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.

IN WITNESS WHEREOF, the undersigned incorporators have caused these Articles of Incorporation to be executed this _____ day of April, 2024.

Incorporators:

Keith Owens

Brad Price

Gary Parkes

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Keith Owens, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this _____ day of _____, 2024,

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Brad Price, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this _____ day of _____, 2024.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Gary Parkes, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this _____ day of _____, 2024.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

Exhibit A to Articles of Incorporation
Initial Boundaries of District

**PETITION FOR AUTHORITY TO INCORPORATE
AN IMPROVEMENT DISTRICT**

TO: THE CITY COUNCIL OF THE CITY
OF ALABASTER, ALABAMA

The undersigned (herein together called the "Petitioners"), which are the owners of land that is contiguous with the corporate limits of the City of Alabaster, Alabama (herein called the "Municipality") do hereby file with you as the governing body of the Municipality this petition in writing, and do hereby make petition, for authority to incorporate an improvement district pursuant to the provisions of Chapter 99A, Title 11, Code of Alabama 1975. The Petitioners hereby request that this petition be granted if you find the formation of the said district to be expedient and that a proper resolution be adopted by you authorizing the incorporation of such an improvement district.

1. The undersigned are the owners of all the land proposed to be included within the said improvement district.

2. A description of all land proposed to be included within said improvement district is attached to this petition as Exhibit A and is made a part hereof.

3. Attached to this petition as Exhibit B and made a part hereof is a map or plat of the land proposed to be included in said improvement district, which map or plat shows that, if said improvement district is created, the land proposed to be included in said improvement district will be contiguous with land presently within the corporate limits of the Municipality.

4. Keith Owens, Brad Price, and Gary Parkes are hereby designated to act as agents in representing the owners of the land proposed to be included in said improvement district before the Municipality.

5. The land proposed to be included in said improvement district is not located within the corporate limits of any municipality other than the Municipality.

6. The proposed form of articles of incorporation of said improvement district (except for the information included in Exhibit A too said articles) are attached hereto as Exhibit C.

7. Pursuant to the provisions of Section 11-99A-10 of the Code of Alabama 1975, any land located within the boundaries of the District and not as part of the Municipality will be automatically annexed into the Municipality at the time the Articles of Incorporation are filed for record with, and accepted by, the Judge of Probate of Shelby County, Alabama.

DATED this ____ day of April, 2024.

[Owners' Signatures Follow]

Owners' Consents to Petition

Exhibit A to Petition

Description of Land

Exhibit B to Petition
Map or Plat of the Land Proposed

Exhibit C to Petition
Form of Articles of Incorporation

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



RESOLUTION 042224-C

A RESOLUTION APPROVING A PETITION FOR AUTHORITY TO INCORPORATE AN IMPROVEMENT DISTRICT IN THE CITY OF ALABASTER, ALABAMA UNDER THE PROVISIONS OF CHAPTER 99A OF TITLE 11 OF THE CODE OF ALABAMA 1975, AS AMENDED, AND AUTHORIZING THE PERSONS FILING SAID PETITION TO PROCEED TO FORM SUCH PUBLIC CORPORATION

Whereas, a petition was filed with the City Council (the “Council”) of the City of Alabaster (the “City”) requesting authority to incorporate and organize a public corporation to be known as “District 31 Improvement District” (the “District”) under the provisions of Chapter 99A of Title 11 of the Code of Alabama 1975, as amended (the “Act”), which Petition is attached as Exhibit A hereto (the “Petition”); and

Whereas, the Petition provides that it was signed by the owners of all of the land proposed to be included within the District (all such owners, the “Petitioners”), and was submitted to the Council by Keith Owens, Brad Price, and Gary Parkes (collectively, the “Agents”), who in the Petition are described as having been designated to act as agents in representing the Petitioners before the City; and

Whereas, the Petition provides that it was signed by the owners of the land proposed to be included within the District, and the Agents submitted to the City along with the Petition a certification, dated April __, 2024 (the “Ownership Certificate”), from Michael T. Atchison, Esquire, in his capacity as title attorney, certifying that the Petitioners are the sole owners of all land requested in the Petition to be included within the District; and, further, based upon such information and the City’s review of the Petition the City confirms that the Petitioners own all of the land proposed to be included within the District; and

Whereas, in the Petition the Council is asked to appoint Keith Owens, Brad Price, and Gary Parkes to the District’s initial Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, as follows, based upon the Ownership Certificate,

Section 1. That it is expedient that the District be formed.

Section 2. That the Petitioners are authorized by the Council to proceed to form the District by filing for record articles of incorporation in accordance with the provisions of Section 11-99A-4 of the Act and to attach thereto a copy of this resolution.

Section 3. That the Council hereby appoints the following three persons as the initial Board of Directors of the District to serve immediately upon the filing for record the certification of incorporation for the District, as follows:

Name	End of Term of Office
Keith Owens	April 22, 2030
Brad Price	April 22, 2029
Gary Parkes	April 22, 2028

Section 4. All appointments made by this Resolution are subject to the terms and conditions contained in the Act.

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

PASSED, ADOPTED, AND APPROVED THIS 22ND DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

APPENDIX I
FORM OF DEVELOPMENT AGREEMENT

APPENDIX II
FORM OF LIMITED OBLIGATION WARRANT



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: April 22, 2024

Agenda Item Description: Alabaster WWTP flood remediation project – Request to award bid to J&P Construction, Inc. in the amount of \$2,660,000.00.

Agenda Item Requestor: Fred Hawkins

Alabaster WWTP flood remediation project – Request to award bid to J&P Construction, Inc. in the amount of \$2,660,000.00. In the flood on May 4 2021, the WWTP was damaged by flood water. We have been working on a remediation project to replace the damaged equipment. We received an insurance check from in the amount of \$2,090,913.34. We have requested an additional approximately \$400,000 to increase our payout to the maximum amount. This project replaces damaged motor control centers, capacitors, starters, wires and electrical equipment that were flooded. The new equipment will all meet current electrical code which includes raising it out of the flood zone.

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

Item 9.



JACKSON
RENFRO
& ASSOCIATES, INC.

April 10, 2024

Mr. Fred Hawkins
The City of Alabaster, Alabama
1953 Municipal Way
Alabaster, Alabama 35007

**Subject: RECOMMENDATION OF AWARD
ALABASTER WWTP FLOOD REMEDIATION
THE CITY OF ALABASTER, ALABAMA**
JRA, Inc. Project No. 222176
InSite Project No. 23026.00

Mr. Hawkins:

At 2:00 p.m. on Tuesday, April 9, 2024, two bids were received for the above referenced project and are summarized as follows:

<u>Contractor</u>	<u>Amount of Base Bid</u>
J & P Construction Co., Inc.	\$2,660,000.00
Global Construction & Engineering, Inc.	\$2,728,288.00

A certified bid tabulation has been sent under separate cover.

We have reviewed the bids received and spoken with the low bidder and determined that the apparent low bidder J & P Construction Co., Inc. meets the requirements of a "responsive, responsible" bidder for this project. We recommend that the City of Alabaster, Alabama award the Base Bid contract for the Alabaster WWTP Flood Remediation project to J & P Construction Co., Inc. for the amount of their low tendered Bid of Two Million, Six Hundred Sixty Thousand Dollars and Zero Cent (\$2,660,000.00).

If you have any questions or need any additional information, please give us a call at 205-733-9696.

Sincerely,
Jackson, Renfro, & Associates, Inc.

Philip D. Black, P.E. (JACKSON RENFRO & ASSOCIATES)

Copy InSite File 23026.00/6.3



JACKSON
RENFRO
& ASSOCIATES, INC.

April 10, 2024

Mr. Fred Hawkins
The City of Alabaster, Alabama
1953 Municipal Way
Alabaster, Alabama 35007

**Subject: BID TABULATION
ALABASTER WWTP FLOOD REMEDIATION
THE CITY OF ALABASTER, ALABAMA**
JRA, Inc. Project No. 222176
InSite Project No. 23026.00

Mr. Hawkins:

At 2:00 p.m. on Tuesday, April 9, 2024, two bids were received for the above referenced project and are summarized as follows:

<u>Contractor</u>	<u>Amount of Base Bid</u>
J & P Construction Co., Inc.	\$2,660,000.00
Global Construction & Engineering, Inc.	\$2,728,288.00

A certified bid tabulation has been enclosed for your review.

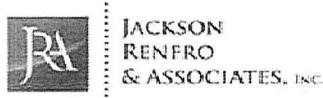
If you have any questions or need any additional information, please give us a call at 205-733-9696.

Sincerely,
Jackson, Renfro & Associates, Inc.


Philip D. Black, P.E. (JACKSON, RENFRO & ASSOCIATES, INC.)

Enclosures: Bid Tabulation

Copy: All Bidders
InSite File 23026.00/6.3



THE CITY OF ALABASTER, ALABAMA
 ALABASTER WWTP FLOOD REMEDIATION
 JRA, INC. PROJECT NO. 222176
 INSITE PROJECT NO. 23026.00

Bid Tabulation
 Tuesday, April 9, 2024

BASE BID				J & P Construction Co., Inc.* License No. 4880"U"		Wayne Davis Construction License No. 38625"U"	
Item No.	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price
1	Bonds and Insurance	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 120,000.00	\$ 120,000.00
2	Demolition & Disposal	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 85,000.00	\$ 85,000.00
3	Erosion Control and Maintenance: Furnished and Installed	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00
4	Site Work, Excavation, Concrete, Platforms, and Appurtenances: Furnished and Installed	1	LS	\$ 950,000.00	\$ 950,000.00	\$ 775,000.00	\$ 775,000.00
5	All Electrical, Wiring, Conduit, MCC's, and Appurtenances: Furnish and Installed	1	LS	\$ 1,352,000.00	\$ 1,352,000.00	\$ 1,600,000.00	\$ 1,600,000.00
6	Asphalt Paving & Patching, Furnished and Installed Per Lump Sum	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00
7	Unforeseen Conflicts	1	ALLOW	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
8	SCADA Allowance	1	ALLOW	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00
TOTAL AMOUNT OF BASE BID				\$	2,660,000.00	\$	2,750,000.00
Deduct Written on Bid Packet Envelope					\$ -		\$ (21,712.00)
TOTAL AMOUNT OF BASE BID PLUS DEDUCT				\$	2,660,000.00	\$	2,728,288.00

***LOW BIDDER**

I hereby certify that the above is a true and accurate tabulation of the bids received at the City Hall Conference Room of the City of Alabaster at 2:00 p.m. on Tuesday, April 9, 2024, for the Alabaster WWTP Flood Remediation in Alabaster, Alabama, JRA, Inc. Project No. 222176 (InSite Project No. 23026.00).

By: Philip D. Black, P.E.

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

Item 9.



RESOLUTION 042224-H

**A RESOLUTION AWARDDING BID FOR
WWTP FLOOD REMEDIATION PROJECT**

WHEREAS, the City of Alabaster received bids on Tuesday, April 9, 2024 at 2:00 PM in accordance with the City of Alabaster Purchasing procedure for the Waste Water Treatment Plant (WWTP) Flood Remediation project, and

WHEREAS, the following bids were received:

COMPANY	TOTAL BID
J & P Construction Co., Inc.	2,660,000
Global Construction & Engineering, Inc.	2,728,288

WHEREAS, after reviewing the approved budget amount for this line item, the submitted bids and information, recommendation is that the low bid of \$2,660,000 from **J & P Construction Co., Inc.** be awarded.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. That the City Council of the City of Alabaster, Alabama, upon said recommendation move to award the low bid to **J & P Construction Co., Inc.** the amount of **\$2,660,000** for the Waste Water Treatment Plant (WWTP) Flood Remediation project within the City of Alabaster.
2. That the Mayor and City Clerk are authorized to execute any and all documents necessary to facilitate said project with all supporting bid documents being kept by the City Clerk on file as public record.

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

RESOLUTION ADOPTED AND APPROVED THIS 22ND DAY OF APRIL 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 042224-A

A RESOLUTION APPOINTING PLACE 3 OF THE ALABASTER CITY SCHOOLS BOARD OF EDUCATION AND SETTING TERM THEREOF.

WHEREAS, the City Council must annually appoint a member to the Alabaster City School Board for a five-year term; and,

WHEREAS, the appointed member shall assume office at the next regular meeting of the Board of Education following their appointment; and

WHEREAS, the current members of the Alabaster Board of Education include;

<u>Place</u>	<u>Appointee</u>	<u>Term Expiring</u>
Place 1	Adam Moseley	June, 2027
Place 2	Jamia James	June, 2028
Place 3	John Myrick	June, 2024
Place 4	Derek Henderson	June, 2025
Place 5	Misty Johnson	June, 2026

WHEREAS, the term for Place 3 on the Alabaster City School Board of Education expires June 2024; and,

WHEREAS, after careful consideration and review of all potential candidates submitted; and

WHEREAS, _____ will be appointed to Place 3 of the Alabaster School Board, with term expiring June 2029.

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

Section 1. The following person is hereby **APPOINTED** to the place and term corresponding thereto:

<u>Place</u>	<u>Appointee</u>	<u>Term Expiring</u>
Place 2	_____	June, 2029

Section 2. That this Appointment shall be effective at the next Alabaster School Board meeting in 2024.

ADOPTED AND APPROVED THIS 22ND DAY OF APRIL 2024.

ATTEST: CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor