
AGENDA

CALL TO ORDER

AGENDA ITEMS:

1. Mid-Year Budget Adjustments

Presentation of mid-year budget adjustment requests for City Council consideration.
(Resolution 040824-B FY24 Mid-Year Budget Adjustments)

2. APD - 2024 Mid-Year Budget Revision Request

Council reviewed the Mid-Year budget revision request from the Alabaster Police Department and discussed a request for upgraded drones for the Police Department.

3. Review Amendment No.2 with CMH Relating to Alabaster Rec Center Demolition Design

REVIEW: Authorizing an amendment to the Agreement with CMH for the Alabaster Rec Center & Library relating to Asbestos Survey, Civil Demolition Services and Additional A/E Demolition Services in the amount of \$101,231. (Resolution 040824-A Authorizing Amendment No.2 with CMH Relating to Alabaster Rec Center Demolition Design)

4. *Ordinance 24-197 Amending Zoning Ordinance to Community Living Facilities

A public hearing is set for Monday, April 8, 2024 at 6:30 PM, at the request of the P&Z Board, amending the Zoning Ordinance of the City of Alabaster to include Community Living Facilities.

5. *Ordinance 24-198 Ordinance to Prezone 840 Hwy 24 Upon Annexation

A public hearing is set for Monday, April 8, 2024 at 6:30 PM, to Prezone property at Lynn's Rural Estate from owner Camden & Erin Spinks (Applicant: Camden Spinks/ Mitchell Wolfe) to A (Agricultural), located at 840 Hwy 24, prior to annexation.

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

A public hearing is set for Monday, April 8, 2024 at 6:30 PM, to Annex 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.

7. *Ordinance 24-200 Rezoning Daisy Conrad & Sandra Collins Property at 45-95 Daisy Lane to B-3 (Community Business District)

A public hearing is set for Monday, April 8, 2024 at 6:30 PM to rezone property of Daisy Conrad & Sandra Collins (applicant Inkana Development), located at 45-95 Daisy Lane, from R-3 (Single Family Residential) to B-3 (Community Business District).

8. *Ordinance 24-202 An Ordinance Consenting to the Disposition of Certain Real Property by the City of Alabaster

A public hearing is set for Monday, April 8, 2024 at 6:30 PM, Authorizing the disposition of .25 +/- acre lot and 5,780 sq. ft. Building on Two Parcels located at 201 1st Street North Alabaster, AL 35007 Parcel I.D. 13-7-35-4-402-008.000 and 13-7-35-4-402-007.000.

9. Blasting Ordinance Discussion

City Attorney Jeff Brumlow will discuss proposed Blasting Ordinance.

10. Declaring Items within Various Departments as Surplus

Declaring items within various departments as surplus. (Resolution 040824 Declaring Items within Various Departments as Surplus)

11. Executive Session Relating to Litigation or Pending Litigation within the City of Alabaster

§ Code 36-25A-7a (3) To discuss with their attorney the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action, or to meet or confer with a mediator or arbitrator with respect to any litigation or decision concerning matters within the jurisdiction of the governmental body involving another party, group, or body.

ROLL CALL

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

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>

General Fund				
Type	Original Budget	Adjustment	New Budget	
Revenues	\$ 55,149,075.00	\$ 617,619.22	\$ 55,766,694.22	Higher than anticipated PILOT payments and Interest Income
Expenditures				
Non-Departmental	\$ 17,192,019.00	\$ 290,782.77	\$ 17,482,801.77	Lower than expected school tax revenues; Increase in Transfer to Cap Proj. Fund
Admin	\$ 1,932,800.00	\$ -	\$ 1,932,800.00	
IT	\$ 1,856,264.00	\$ -	\$ 1,856,264.00	
Library	\$ 1,015,715.00	\$ 11,000.00	\$ 1,026,715.00	New part time position approved during the year.
Police	\$ 12,009,746.00	\$ 616,600.00	\$ 12,626,346.00	More expensive than expected utilities in new building, 8 SRO trucks budgeted for last year did not arrive until this year.
Court	\$ 652,145.00	\$ -	\$ 652,145.00	
Fire	\$ 9,816,126.35	\$ (218,000.00)	\$ 9,598,126.35	Budgeted for full year of new EMS personnel.
Public Works	\$ 2,773,466.00	\$ 65,000.00	\$ 2,838,466.00	Vehicle ordered in PY did not arrive until CY; Difference between totaled vehicle insurance proceeds and price of new truck.
Parks & Rec	\$ 3,979,685.00	\$ -	\$ 3,979,685.00	
Finance	\$ 870,477.00	\$ 6,156.05	\$ 876,633.05	New front windows
Elected Officials	\$ 386,635.00	\$ -	\$ 386,635.00	
HR	\$ 589,291.00	\$ 12,970.00	\$ 602,261.00	New office remodel and furniture; Reclassification of positions.
Engineering	\$ 1,651,660.00	\$ 6,156.05	\$ 1,657,816.05	New front windows
Total Expenditures	\$ 54,726,029.35	\$ 790,664.87	\$ 55,516,694.22	
Change in Fund Balance	\$ 423,045.65	\$ (173,045.65)	\$ 250,000.00	

Sewer Fund				
Type	Original Budget	Adjustment	New Budget	
Revenues	\$ 7,803,750.00	\$ 1,007,797.70	\$ 8,811,547.70	Significant increase in interest income; Additional sewer customer revenues.
Expenditures	\$ 15,498,380.00	\$ -	\$ 15,498,380.00	
Change in Net Position	\$ (7,694,630.00)	\$ 1,007,797.70	\$ (6,686,832.30)	

Garbage Fund				
Type	Original Budget	Adjustment	New Budget	
Revenues	\$ 2,588,750.00	\$ 45,009.33	\$ 2,633,759.33	Significant increase in interest income.
Expenditures	\$ 3,413,355.08	\$ -	\$ 3,413,355.08	
Change in Net Position	\$ (824,605.08)	\$ 45,009.33	\$ (779,595.75)	

Capital Projects Fund				
Type	Original Budget	Adjustment	New Budget	
Revenues	\$ 320,000.00	\$ 150,000.00	\$ 470,000.00	Significant increase in interest income.
Expenditures	\$ 17,649,011.00	\$ 3,550,989.00	\$ 21,200,000.00	Timing differences in project completion & additional rec center design expenses not budgeted.
Change in Fund Balance	\$ (17,329,011.00)	\$ (3,400,989.00)	\$ (20,730,000.00)	

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



RESOLUTION 040824-B

AUTHORIZING FISCAL YEAR 2024 MID-YEAR BUDGET AMENDMENTS

WHEREAS, on behalf of and direction of Mayor Brakefield, the Finance Director / Treasurer presented the fiscal year 2024 budget amendments to the City Council of the City of Alabaster, Alabama, during a Council Work Session on Thursday, April 4, 2024, and

WHEREAS, after discussion and careful consideration, the Mayor requests the approval of said fiscal year 2024 budget amendments.

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

That all budget amendments as presented on the attached "Exhibit A" shall be entered into InCode (the accounting software) on behalf of 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 8TH DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

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Alabaster Police Department Mid-year revisions 2024

100-04-616300 Electric/Gas – On the current pace, we have used most of our line item for electricity. Being in a new building we gave our “best guess” last year on what we would spend on electricity. Currently we are spending approximately \$20,219.60 on power every month, if this continues to be the case going forward then we would need an increase of \$122,000.00 for the remainder of the year.

100-04-616400 Water – This line item has gone over and based on current usage through the first 6 months of the fiscal year we would need an additional \$9600.00 for the remainder of the year.

100-04-670100 Acquisition/Vehicles – My opinion, this line item went over because of the (8) trucks we purchased for the SRO’s and Lt. Medlin’s truck that were ordered last year but were paid for this year. I’m not sure how this line item should be reconciled. We also have the malibu still outstanding as well.

100-04-625025 General Liability - This line item is over as well but I have no idea what this is spent on.

100-04-601101 Overtime Pay - We asked for \$500,000 and we only received \$350,000. Now it appears this line item will go over based on the use through the first 6 months. I know that the current line is a little skewed by December shopping center officers, but it still seems as if we may go over. As of now we have \$84,326.48 left and still have a few training events scheduled plus city fest that will cost us an irregular amount in overtime. Also, we are not fully staffed currently.

All other line items seem to be in the appropriate range.



1800 International Park Drive
Suite 300
Birmingham, AL 35243

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

Item 3.

March 19, 2024

VIA EMAIL

bbinzer@cityofalabaster.com

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

RE: Alabaster Rec Center & Library – Amendment to the Standard Form of Agreement Between Owner and Architect (O/A Contract) dated November 29, 2022

Dear Brian:

This Amendment adds required consultant services to the total services to the O/A Contract as follows:

SCOPE

ASBESTOS SURVEY & RELATED SERVICES

Scope as described in Exhibit G dated March 14,2024, prepared by ERG Environmental, Inc.

CIVIL DEMOLITION SERVICES

Scope as described in Exhibit H dated March 8, 2024, prepared by Engineering Design Group, LLC (EDG).

ADDITIONAL ARCHITECTURAL/ENGINEERING DEMOLITION SERVICES

Coordination of services provided as noted above, preparation of specs and drawings, bidding, and site visits by CMH, Jackson Renfro, and MW/Davis Dumas & Associates.

The fee for these consultant services will be added to Article 11.2 of the O/A Contract as follows:

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

PREVIOUSLY APPROVED SERVICES (in Amendment No.1 dated August 8,2023):

Civil Engineering	\$58,500.00 – See Exhibit C
Landscape Design	\$20,000.00 (lump sum)
FFE/ Interior Design	\$24,000.00 (lump sum)
ADEM Permit Transfer	\$500.00 per modification
Food-Service Consultant	\$30,000.00 (lump sum)
Sports Facilities Services	\$295,000.00 (lump sum) See Exhibit B
Pool Design Services	\$267,500.00 (lump sum) See Exhibit F

ADDITIONAL SERVICES PER THIS AMENDMENT:

Asbestos Survey & Related Services	\$12,664.00 – See Exhibit G, Attached
Civil Demolition Services	\$63,595.00 – See Exhibit H, Attached
Additional A/E Demolition Services	\$24,972.00 (lump sum)

ERG Environmental, Inc.
101 Aviator's View Drive, Suite B
Alabaster, Alabama 35007
205-664-2535

March 14, 2024

CMH Architects, Inc.
1800 International Park Drive, Suite 300
Birmingham, Alabama 35243

ATTN: Mr. Billy Morace

RE: Proposal For Conducting An Asbestos Survey & The Preparation Of An Asbestos Specifications For The Old Thompson Elementary/High School Buildings For The New City Of Alabaster Rec Center - **ERGE PROPOSAL NO. 4809**

Dear Mr. Morace:

ERG Environmental, Inc. (ERGE) is pleased to submit this proposal to you for consideration in conducting the above referenced work in the above referenced facilities. This proposal also covers our fees associated with conducting this work.

QUALIFICATIONS

ERGE is a diverse environmental consulting firm specializing in industrial hygiene, asbestos and lead-based paint program management, and other areas associated with occupational safety and health. ERG Environmental, Inc. employs professionals with various environmental disciplines including professional engineers, industrial hygienists, and building science specialists who are familiar with the particular concerns related to the handling of hazardous materials. The firm is approved by the United States Environmental Protection Agency and the Alabama Department Of Environmental Management to perform this type of work.

SCOPE OF SERVICE

ERGE will provide the necessary equipment and accredited State Of Alabama asbestos inspection personnel for the collection and analysis of bulk samples at the buildings to be demolished for the new City Of Alabaster Rec Center. All samples will be collected in accordance with EPA's NESHAP regulations and analyzed using Polarized Light Microscopy (PLM) at a laboratory which holds current accreditation. ERGE will prepare a report documenting all results.

Based on the survey, ERGE will provide the necessary accredited State of Alabama personnel to prepare an asbestos abatement specification for the abatement project. ERGE can provide assistance with meetings as necessary, obtaining bids from certified contractors and review of submittal packages. Air monitoring services will be included in our specification to be paid for by the Asbestos Abatement Contractor.

COST OF SERVICE

ERG Environmental will conduct the above work for the following fees:

ASBESTOS SURVEY, SAMPLE ANALYSIS & REPORT PREPARATION LUMP SUM	\$6,564.00
SITE VISITS/MEETINGS 4 MEETINGS (ESTIMATED) @ \$650.00 PER MEETING 2 PHASES OF WORK	\$2,600.00
PREPARATION OF ASBESTOS ABATEMENT SPECIFICATION/ REVIEW OF SUBMITTAL/CLOSEOUT PACKAGES 2 PHASE OF WORK 2 SPECIFICATION @ \$1,750.00 EACH	\$3,500.00

All air monitoring services/costs (daily & clearance) will be included in our specification to be paid for by the Asbestos Abatement Contractor.

INVOICING

ERGE will invoice CMH Architects on a monthly basis during the course of the project. ERGE's payment terms are net 30 days. Attached, please find ERGE's *General Terms & Conditions*.

ERG Environmental will be pleased to work with you during this project. Should you find this proposal acceptable, please sign and return one copy to this office. If you have any questions or if we can be of further service, please contact this office at your convenience.

Sincerely,



Lamar Gilliland
President

ACCEPTED:

SIGNATURE

TITLE

DATE

1. It is understood that this Proposal is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, **ERGE** reserves the right to review the proposed basis of payment and fees, to allow for changing costs, as well as to adjust the period of performance to conform to work loads. References herein to "**ERGE**" are deemed to refer to ERG Environmental, Inc. and to its affiliates, subsidiaries and officers, employees and representatives of such companies.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash in U.S. dollars, due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice. In addition, **ERGE** may, after giving seven (7) days written notice to **CLIENT**, suspend services without liability until the **CLIENT** has paid in full all amounts due **ERGE** on account for services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by **CLIENT**. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between **ERGE** and **CLIENT**. The **CLIENT** agrees to pay reasonable attorney's fees and court costs, should it become necessary for collection.
3. Unless the Proposal provides otherwise, the proposed fees constitute **ERGE**'s estimate of the effort and charges required to complete the Project as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort or suspension in effort, which may alter the scope. **ERGE** will inform the **CLIENT** of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional effort or suspension of effort, results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to re-negotiation for unreasonable delays caused by the **CLIENT**'s failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force of nature, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.
4. Where the method of contract payment is based on a cost reimbursement (i.e. hourly rates or time-and-material) basis, the following provisions shall apply:
 - a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at any of **ERGE**'s offices is one-half hour. Where applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the **CLIENT** will be advised at the start of an assignment, task, or phase. Analysis performed in **ERGE**'s laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the proposal.
 - b. Expenses properly chargeable to the work, which are reimbursable at cost shall include travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project, identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When **ERGE**, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase the equipment as a reimbursable expense.
 - c. Invoices for effort on a cost-reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by **CLIENT**,
 - 4c. documentation will be provided at the cost of providing such documentation, including labor and copying costs.
5. No termination of this Project by the **CLIENT** shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefor, has been received by a principal or officer of **ERGE** and an opportunity for consultation been

given. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either **ERGE** or the **CLIENT** may terminate any Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of contract payment is "lump sum", the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs **ERGE** incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

6. **ERGE** will serve as the professional representative of **CLIENT** as defined by this Proposal or under any Agreement and will provide advice, consultation and services to the **CLIENT** in accordance with generally accepted professional practice. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by **ERGE** are made on the basis of **ERGE**'s experience, qualifications, and professional judgment. **ERGE** makes no warranty or guarantee, expressed or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, and unless otherwise subject to a greater limitation, **ERGE**'s liability to the **CLIENT** for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the Proposal or any related Agreement from any cause, with the Proposal or any related Agreement from any cause, including **ERGE**'s professional negligence, errors or omissions shall not exceed the greater of \$50,000.00 or the total compensation received by **ERGE** hereunder, and **CLIENT** hereby releases **ERGE** from any liability above such amount.
7. **ERGE** agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to **CLIENT**. **ERGE** agrees to indemnify **CLIENT** for the hazards covered by **ERGE**'s insurance subject to the limitation of liability contained in Section 6. **ERGE** agrees to purchase whatever additional insurance is requested by **CLIENT** (presuming such insurance is available, from carriers acceptable to **ERGE**) provided the premiums for additional insurance are reimbursed by **CLIENT**.
8. It is understood and agreed that, in seeking the professional services of **ERGE** under this Agreement, **CLIENT** may be requesting **ERGE** to undertake uninsurable obligations for **CLIENT**'s benefits involving the presence or potential presence of hazardous substances. Therefore, except for activities relating to hazardous waste disposal, cleanup or environmental liability including specification of a product, material or process containing asbestos; and also except for activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed) (which exposure is excluded from **ERGE**'s insurance coverage) **ERGE** shall indemnify the **CLIENT** for any loss or damage solely caused by the professional negligence, errors or omissions of **ERGE** in performance of the services under this Proposal or any related Agreement, subject to the limitation of liability contained in Section 6.
9. With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described in Section 8 and to the extent the same are not covered by the insurance maintained by **ERGE** described in Section 7, the **CLIENT** shall, to the extent permitted by law, defend, indemnify and hold harmless **ERGE** and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of the **ERGE** services under this Agreement including, but not limited to **ERGE**'s professional negligence, errors or omissions. **CLIENT** agrees to name **ERGE** and **ERGE**'s independent professional associates, consultants and subcontractors as additional insures under all insurance policies and bonds carried by **CLIENT** with respect to the Project.
10. **CLIENT** shall not offer to employ or employ any **ERGE** employee assigned to the Project during the term of this Proposal or any Agreement or for a period of six months after completion of the services or Project under this Proposal or any Agreement.
11. **ERGE** shall maintain as confidential and not disclose to others without **CLIENT**'s prior written consent, all information obtained from **CLIENT**, not otherwise

previously known to **ERGE** or in the public domain, as **CLIENT** expressly designates in writing to be "**CONFIDENTIAL**". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of **ERGE** (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

CLIENT agrees that **ERGE** may use and publish **CLIENT**'s name and a general description of **ERGE**'s services with respect to the Project in describing **ERGE**'s experience and qualifications to other **CLIENT**'s or potential **CLIENT**'s.

12. All documents, including drawings and specifications prepared or furnished by **ERGE** (and **ERGE**'s independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect to the Project and **ERGE** shall retain an ownership and property interest therein whether or not the Project is completed. **CLIENT** may make and retain copies for information and reference in connection with the Project however, such documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ERGE** for the specific purpose intended will be at **CLIENT**'s sole risk and without liability or legal exposure to **ERGE**, or to **ERGE**'s independent professional associates, consultants or sub-contractors, and **CLIENT** shall indemnify and hold harmless **ERGE** and **ERGE**'s independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle **ERGE** to further compensation at rates to be agreed upon by **CLIENT** and **ERGE**.
13. To the extent they are inconsistent or contradictory, expressed terms of the Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in **CLIENT**'s purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization or

ERGE's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

14. The technical and pricing information contained in this proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of **ERGE**.
15. This Agreement is to be governed by and construed in accordance with the law of the principal place of business of **ERGE**.



March 8, 2024

1.0 Scope of Services-Thompson School Site Rec Center and Library

1.1 Underground Utility Investigation (Sub-Consultant)

We have solicited a proposal from GPRS, Inc. to search for existing underground utilities within the project area. Their proposal is attached hereto as Exhibit B. Engineering Design Group cannot be held responsible for utilities that are not discovered during the search by GPRS. Any damage to existing utilities must be repaired by the contractor to the satisfaction of the City of Alabaster and the utility provider. The stated fee shown in Section 2.0 includes Engineering Design Group's customary markup of 15% for management and coordination.

1.2 Phased Site Demolition and Phase I Erosion Control Package

We will create a demolition plan to depict items to be removed from the site. This plan will be based on the site exhibit provided by CMH Architects (Exhibit A). We understand that demolition of existing improvements will occur in phases, and our demolition plan will reflect those phases. Items to be demolished include any existing items that are in conflict with the proposed improvements. This includes buildings, fences, pavements, hardscapes, storm sewer infrastructure, and utility services. We will coordinate with CMH Architects, the City of Alabaster, and various utility providers during the development of the demolition plan. We will create an erosion control plan to mitigate sedimentation caused by demolition activities. Structural Best Management Practices (BMP) devices will be selected per site conditions, and will follow the specifications of the current edition of the "*Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas.*" Specific notes and details pertaining to demolition and erosion control devices will be provided.

1.3 Preliminary Layout, Grading and Drainage Study

We will provide a preliminary site plan to illustrate the proposed improvements. We will provide a preliminary grading and drainage plan so that planning can be done to accommodate storm water mitigation features within the site. We will coordinate with CMH Architects during the preliminary work, ensuring that the plans reflect the latest architectural site plan/elements. An itemized list of quantities will be developed from the preliminary plans.

**1.4 Alabama Department of Environmental Management NPDES Permit
IF REQUIRED**

Currently, portions of the site are covered by an ADEM NPDES permit (football and baseball field projects). Those projects are managed by the same General Contractor. That contractor also serves as the Permittee for the ADEM Permit. Should this same contractor be awarded the work associated with the Rec Center and Library projects, the current ADEM permit will be modified per the terms of Engineering Design Group's previous contract.

Should a different contractor be awarded the work associated with the Rec Center and Library projects, a new ADEM permit will be required because there will be a different/new Permittee. If this scenario is realized, then we will make application for a new ADEM permit per the following: Effective April 1, 2016, ADEM established General Permit No. ALR 100000 for discharges associated with regulated construction activity that will result in land disturbance equal to or greater than one acre or from construction activities involving less than one acre and which are part of a common plan of development or sale equal to or greater than one acre. Construction site operators/owners seeking coverage under this general permit must submit a Notice of Intent (NOI) in accordance with the permit requirements. Operators/owners of all regulated construction sites must implement and maintain effective erosion and sediment controls in accordance with a Construction Best Management Practices Plan (CBMPP) prepared and certified by a Qualified Credentialed Professional (QCP). This site is located within a Priority Construction Zone. Engineering Design Group will create the CBMPP Plan (to be kept on-site throughout construction). We will submit the NOI through ADEM's AEPACS system and coordinate with the Permittee during the approval process. The application fee associated with the permit is the responsibility of the Owner.

1.5 Construction Administration and Reimbursable Expenses

We will be available to the project team during the construction phase of the project. We will attend OAC meetings and provide responses to contractor-generated RFIs. We have budgeted two site visits per month for the duration of the project, with an assumed project construction time of 6 months. We have also assumed that we will spend approximately 5 hours per month coordinating with the Architect and Contractor regarding CA items. A budget estimate is provided in Section 2.0.

1.6 Additional Services

Service needs that arise and are required but have not been included in our original scope of services will be performed on an hourly basis according to the attached fee schedule. We will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Civil Construction Documents Associated with New Rec Center, Swimming Pool, Retail Component, or Library, Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items become necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with this scope of services. A signature block is provided on the following page.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Underground Utility Investigation (Sub-Consultant)	\$29,095.00 Lump Sum
2.1 Demolition and Phase I Erosion Control Plan	\$14,000.00 Lump Sum
2.2 Preliminary Layout, Grading and Drainage Study	\$14,000.00 Lump Sum
2.3 ADEM NPDES Permit (If Required)	\$ 2,500.00 Lump Sum
2.4 Construction Administration and Reimbursables	\$ 4,000.00 Hourly Maximum
2.5 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC



Wade H. Lowery P.E., Alabama License #27002

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- | | |
|--------------------------|-------------------|
| • Principal in Charge | \$150.00 per hour |
| • Project Manager | \$130.00 per hour |
| • Senior Design Engineer | \$120.00 per hour |
| • Project Engineer | \$105.00 per hour |
| • Engineering Drafter | \$ 85.00 per hour |
| • Expert Witness | \$250.00 per hour |

Surveying Rate Schedule

- | | |
|------------------------------------|-------------------|
| • PLS | \$125.00 per hour |
| • Field Crew | \$145.00 per hour |
| • Field Crew Construction Layout** | \$155.00 per hour |
| • Senior Drafter | \$ 95.00 per hour |
| • Drafter | \$ 85.00 per hour |

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



RESOLUTION 040824-A

A RESOLUTION TO AMEND AGREEMENT WITH CMH ARCHITECTS INC FOR THE ALABASTER REC CENTER AND LIBRARY DATED NOVEMBER 29, 2022, BY AUTHORIZING ADDITIONAL TESTING AND DEMOLITION SERVICES

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to amend the agreement with CMH Architects, INC., dated November 29, 2022, for the Alabaster Rec Center & Library by authorizing CMH to oversee and engage with ERG Environmental, Inc for asbestos testing and EDG, LLC for demolition engineering services; and

WHEREAS, the agreement will include the following:

ADDITIONAL SERVICES PER THIS AMENDMENT:

- Asbestos Survey & Related Services– See Exhibit G, Attached \$12,664.00
- Civil Demolition Services– See Exhibit H, Attached \$63,595.00
- Additional A/E Demolition Services (lump sum) \$24,972.00

Total (lump sum)	\$101,231.00
-------------------------	---------------------

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

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

ADOPTED AND APPROVED THIS 8TH DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

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 _____:



ORDINANCE 24-197

AN ORDINANCE AMENDING SECTIONS OF THE ALABASTER CODE OF ORDINANCES (2015) RELATING TO ZONING AND COMMUNITY LIVING FACILITIES.

The Public Good Requiring It, BE IT ORDAINED by the City Council of the City of Alabaster, Alabama as follows:

Section 1 – Section 111-15 of the Alabaster Code of Ordinances, is hereby amended by adding the following definition:

Community Living Facility means any publicly or privately owned or operated residential dwelling offering individual rental leases for rooms in that dwelling unit to more than one (1) tenants who are not related by blood (within three degrees of consanguinity) or marriage to the owner or operator or to the spouse of the owner or operator of the dwelling, whereby those tenants pay the owner/operator valuable compensation to occupy a room or a portion of a residential residence. Such facilities are commonly referred to as boarding houses or rooming houses. However, Assisted living facilities, nursing homes, hotels, motels, apartments, dormitories, fraternity, and sorority homes associated with colleges and/or universities, professionally staffed facilities certified by the Alabama Department of Mental Health under Alabama Code 22-50-11 or similar programs designed to provide residential services to mentally ill, intellectually disabled, clients with substance use disorders, or other disabled persons or foster care are exempt from this definition.

Section 2 – The following Sections of the Zoning Ordinance are hereby amended to include *Community Living Facility* as a PROHIBITED Use:

- a. Sec. 111-66(d) Community Living Facility shall be an additional prohibited use. (Agricultural)
- b. Sec. 111-67(d) Community Living Facility shall be an additional prohibited use. (Estate – to include R1-R4)
- c. Sec. 111-72(d) Community Living Facility shall be an additional prohibited use. (R5)
- d. Sec. 111-73(d) Community Living Facility shall be an additional prohibited use. (R6)
- e. Sec. 111-74(d) Community Living Facility shall be an additional prohibited use.(R7)
- f. Sec. 111-75(d) Community Living Facility shall be an additional prohibited use.(R8)
- g. Sec. 111-85(d) Community Living Facility shall be an additional prohibited use.(MHD)
- h. Sec. 111-87(d) Community Living Facility shall be an additional prohibited use. (MXD)

Section 3 – Effective Date

This Ordinance shall be effective after its passage and posting as required by law.

ADOPTED AND APPROVED THIS 8TH DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Having been first introduced on March 11, 2024, Council Member _____ introduced the following Ordinance, which was seconded by Council Member _____.

Item 5.



ORDINANCE 24-198

**AN ORDINANCE TO PREZONE PROPERTY OF CAMDEN & ERIN SPINKS
LOCATED AT 840 HWY 24 TO A (AGRICULTURAL)**

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

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 should said tract or parcel of land be annexed to and become a part of the City of Alabaster, Alabama; then such property be pre-zoned to A (Agriculture District) pursuant to Ala. Code § 11-52-85.

WHEREAS the Planning and Zoning Commission held a public hearing on this matter on February 27, 2024, and did recommend to the Council that said property located at 840 CR-24 (PID 23 7 36 0 002 003.018) be zoned to A (Agriculture District) without condition should same be annexed.

WHEREAS, said property is identified as:

Legal Description

Begin at the SE corner 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.

That this proposed Ordinance was advertised for two (2) weeks in the Shelby County Reporter, a newspaper of general circulation within the City Limits of the City of Alabaster as required by law, and that the City Council of the City of Alabaster, at its Public Hearing on April 8, 2024 at 6:30 PM, considered said proposed Ordinance and that at such time and place all persons who desired had an opportunity to be heard in favor of or in opposition to such Ordinance.

THEREFOR, BE IT ORDAINED that the Zoning Ordinance of the City of Alabaster, Alabama and the zoning map adopted therewith, is hereby amended to pre-zone the parcels of property recited herein to show that immediately upon annexation into the City of Alabaster said property shall be zoned to A Agriculture.

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

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

ADOPTED AND APPROVED THIS 8TH DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

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 6.



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 8TH DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



ORDINANCE 24-200
AN ORDINANCE TO REZONE PROPERTY OF DAISY CONRAD & SANDRA COLLINS
(APPLICANT INKANA DEVELOPMENT)
FROM R-3 (SINGLE FAMILY RESIDENTIAL) TO B-3 COMMUNITY BUSINESS DISTRICT

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

WHEREAS Daisy Conrad & Sandra Collins (Inkana Development), as Owner of land located at 45 and 95 Daisy Ln with property being known as Parcels 23 6 14 2 002 023.000 & 23 6 14 2 002 024.000, petitioned the City to rezone said property to B-3 Community Business District.

WHEREAS the Planning and Zoning Commission held a public hearing on this matter on February 27, 2024 and did recommend to the Council that said property be zoned B-3 Community Business District without condition.

That this proposed Ordinance was advertised for two (2) weeks in the Shelby County Reporter, a newspaper of general circulation within the City Limits of the City of Alabaster, and that the City Council of the City of Alabaster, at its Public Hearing on April 8, 2024 at 6:30 p.m., considered said proposed Ordinance and that at such time and place all persons who desired had an opportunity to be heard in favor of or in opposition to such Ordinance.

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

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

45 Daisy Lane and 95 Daisy Lane
PIN: 23 6 14 2 002 023.000 & 23 6 14 2 002 024.000

A part of the west ½ of the NW ¾ of Section 14, Township 21 South, Range 3 West, more particularly described as follows: From the NW corner of Section 14, Township 21 South, Range 3 West, run southerly along the west of boundary line of said Section 14, for 1239.8 feet to the point of beginning of the land herein described; thence run southerly along the west boundary line of Section 14 for 400.2 feet; thence run an angle of 92 degrees 29 minutes to the left and run easterly for 464.45 feet; thence turn an angle of 126 degrees 36 minutes to the left and run northwesterly for 524.8 feet; thence turn an angle of 53 degrees 24 minutes to the left and run westerly 270.0 feet to the point of beginning.

Said Parcel containing 3.26 acres, more or less.
to B-3 Community Business District.

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

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

ADOPTED AND APPROVED THIS 8TH DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Having previously been introduced at the **March 25, 2024**, council meeting, Council Member _____ moved the adoption of the following Ordinance, which was seconded by Council Member _____:

Item 8.



ORDINANCE 24-202

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING ITS DISPOSITION

WHEREAS, the City of Alabaster, Alabama, hereinafter referred to as "the City," is vested with the authority to manage its real property holdings; and

WHEREAS, the City has determined that certain real property owned by the City is no longer necessary for its use or the use of any other department, agency, board, or commission of the City and is therefore surplus to the needs of the City; and

WHEREAS, the disposition of surplus real property is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF [CITY NAME], ALABAMA, AS FOLLOWS:

Section 1: Declaration of Surplus Property

The real property located within the jurisdictional boundaries of the City of Alabaster, Alabama, is hereby declared surplus to the needs of the City:

More Particularly known as the Alabaster Police Department Property
.25 +/- acre lot and 5,780 sq. ft. Building on Two Parcels
201 1st Street North
Alabaster, AL 35007
Parcel I.D. 13-7-35-4-402-008.000 and 13-7-35-4-402-007.000

Section 2: Authority for Disposition

The City is authorized to dispose of the surplus real property in accordance with the provisions of Section 11-47-140 et seq. of the Code of Alabama (1975), as amended, which provides municipalities in the state of Alabama with the authority to dispose of surplus real property by sale, lease, exchange, or other appropriate means.

Section 3: Method of Disposition

The Mayor, or his designee, is authorized to negotiate and execute all necessary documents to effectuate the disposition of the surplus real property in a manner consistent with the best interests of the City. Such disposition may include but is not limited to sale, lease, exchange, or donation, subject to compliance with applicable laws and regulations.

Section 4: Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

Section 5: Effective Date

This ordinance shall take effect immediately upon its passage and approval.

ADOPTED AND APPROVED THIS 8TH 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 040824

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

WHEREAS, the City Administration needs to dispose of certain property within various departments, as attached, and;

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

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. That the City Council of the City of Alabaster, Alabama, approves said recommendation and declares these items (Exhibit A) from various City of Alabaster Departments be considered surplus and allows for the disposal of said items.
2. The City Council also authorizes Mayor Scott Brakefield to execute all documentation necessary to complete this transaction and City Clerk, Mark Frey, to attest and file required documentation.

PASSED, ADOPTED, AND APPROVED THIS 8TH DAY OF APRIL 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

SURPLUS EQUIPMENT LIST 02-12-2024

QUANTITY DESCRIPTION MODEL SN/VIN

ADMINISTRATION DEPARTMENT

1 Panasonic Camera 12-32 mm lens Lumix G100

PARKS & RECREATION DEPARTMENT

1 2014 Ford F-150 Truck 58988MU 1FTEX1CM2EKF56019
 1 2014 Ford F-150 Truck 58989MU 1FTEX1CM6EKF62681
 1 2002 Ford Ranger Truck 47507MU 1FTYR44V02PB28576
 1 Hustler Z Mower 932137 13041751

POLICE DEPARTMENT

The vehicles listed in **TABLE A** are recommended for Public Auction only.

TABLE A

Item Number	Police Unit Number	Vehicle Description	VIN	Mileage
1	1025	2010 Ford Crown Victoria	2FABP7BV7AX120926	126,737
2	1101	2011 Ford Crown Victoria	2FABP7BV2BX125873	Odometer Inoperable
3	1104	2011 Ford Crown Victoria	2FABP7BV8BX125876	Odometer Inoperable
4	1402	2014 Chevrolet Tahoe PPV	1GNLC2E09ER199696	103,238
5	1405	2014 Chevrolet Tahoe PPV	1GNLC2E00ER203392	99,689
6	1410	2014 Chevrolet Tahoe PPV	1GNLC2E06ER212582	154,233
7	1503	2015 Chevrolet Tahoe PPV	1GNLC2EC8FR677926	99,418
8	1609	2016 Chevrolet Tahoe PPV	1GNLCDEC0GR332211	99,351
9	1702	2017 Chevrolet Tahoe PPV	1GNLCDEC7HR306108	97,441
10	1704	2017 Chevrolet Tahoe PPV	1GNLCDEC9HR303887	121,425
11	1905	2019 Chevrolet Tahoe PPV	1GNLCDEC3KR202724	93,832

The vehicles listed in **TABLE B** are under consideration to be sold (AS-IS) to another certified public law enforcement agency. In the event that they are not sold to another law enforcement agency, they may be considered for Public Auction as an alternative.

TABLE B

Item Number	Police Unit Number	Vehicle Description	VIN	Mileage
12	1502	2015 Chevrolet Tahoe PPV	1GNLC2EC5FR675762	103,479
13	1603	2016 Chevrolet Tahoe PPV	1GNLCDEC5GR329997	114,684
14	1605	2016 Chevrolet Tahoe PPV	1GNLCDEC7GR330245	116,817
15	1606	2016 Chevrolet Tahoe PPV	1GNLCDECXGR331096	91,015
16	1608	2016 Chevrolet Tahoe PPV	1GNLCDECXGR331499	88,680
17	1610	2016 Chevrolet Tahoe PPV	1GNLCDEC8GR332232	113,082
18	1611	2016 Chevrolet Tahoe PPV	1GNLCDEC2GR333201	113,684
19	1701	2017 Chevrolet Tahoe PPV	1GNLCDEC4HR306471	104,098
20	1803	2018 Chevrolet Tahoe PPV	1GNLCDEC6JR291249	109,564

TABLE C

Quantity	Description
1	Brown hard shell truck bed tonneau cover (previously installed on a Ford F-150 truck)