



REGULAR CITY COUNCIL MEETING

Monday, April 10, 2023 at 7:00 PM

Pre- Meeting at 6:00 PM

Council Chamber | 1953 Municipal Way

AGENDA

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

MINUTES APPROVAL

- [A.](#) **03-27-2023 Minutes - Regular City Council Meeting**
- [B.](#) **04-06-2023 Minutes - Work Session City Council**

AGENDA APPROVAL

MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

- [C.](#) **Autism Awareness Month Proclamation**

AGENDA ITEMS

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

[1.](#) ***Ordinance 23-174 Rezoning Shoppes at District 31 to MXD Mixed Use District**

Public hearing, at the request of Alumni Properties, rezoning properties to MXD (Mixed Use District) and amending the development plan to include properties into the development approved by the City Council in 2018.

[2.](#) ***Ordinance 23-175 Prezone 920 and 956 Old Hwy 31 Upon Annexation**

Public hearing, at the request of Jennifer & Jason Williams, prezone 920 & 956 Old Highway 31 to R-3 Single Family District. PIN: 23 1 12 0 000 020.001 & 23 1 12 0 000 023.003

[3.](#) ***Ordinance 23-176 Annex 920 and 956 Old Hwy 31 into the City**

Public hearing, at the request of Jennifer & Jason Williams, to annex 920 & 956 Old Highway 31 into the City of Alabaster. PIN: 23 1 12 0 000 020.001 & 23 1 12 0 000 023.003

[4.](#) **Resolution 041023 FY23 Mid-Year Budget Adjustments**

Authorizing the Fiscal Year 2023 mid-year budget adjustments as presented during the April 6th City Council Work Session.

[5.](#) **Resolution 041023-A Enter Agreement Barge Design Engineering Services for Veterans Park Expansion Design**

Authorizing an agreement with Barge Design Engineering Services for Veterans Park improvement design, construction plans and bid documents in an amount not to exceed \$398,397.

[6.](#) **Resolution 041023-B Approving Alabaster Downtown Redevelopment Authority**

Approving of the formation of the Alabaster Downtown Redevelopment Authority within the City of Alabaster

PUBLIC COMMENTS

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

COUNCIL COMMENTS

WORK SESSION SCHEDULED FOR APRIL 20, 2023 6:00 PM

ADJOURN MEETING

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

Calling Office Number: 205-664-6800

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



MINUTES OF THE REGULAR CITY COUNCIL MEETING

Council Chamber | 1953 Municipal Way

Alabaster, AL

March 27, 2023

CALL TO ORDER

The meeting was called to order at 6:00 PM and the Council organized for the Regular City Council Meeting which started at 7:00 PM with Council President Sophie Martin presiding.

PRAYER / PLEDGE OF ALLEGIANCE

ROLL CALL

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

PRESENT

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

ABSENT

- Council Member - Ward 3 Stacy Rakestraw
- Council Member - Ward 5 Jamie Cole

MINUTES APPROVAL

- A. 03-13-2023 Minutes - Regular City Council Meeting**
- B. 03-23-2023 Minutes - Work Session City Council**

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 6 Zahariadis. Minutes approved.

AGENDA APPROVAL

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 2 Ellis. Agenda approved.

MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

Mayor Brakefield expressed his deep concern for all those affected by the Nashville school shooting and asked that they be remembered in prayer. He also thanked the Council for consideration of an additional Student Resource Officer that will be considered during tonight's agenda.

- C. Fair Housing Month Proclamation**

Representatives from the Birmingham Association of Realtors were on hand to receive a Proclamation presented by the Mayor.

- D. SafeHouse of Shelby County Update**

Janelle Sierra, Executive Director for SafeHouse of Shelby County, addressed the Mayor and City Council and provided an update about the services provided through SafeHouse.

COUNCIL REPORTS

- E. **Library Monthly Report - February 2023** - Council Member Rick Ellis
- F. **Public Works Monthly Report - February 2023** - Council Member Greg Farrell
- G. **AFD Monthly Report - February 2023** - Council Member Greg Farrell
- H. **APD Monthly Report - February 2023** - Council Member Zach Zahariadis
- I. **Engineering and Building Monthly Report - February 2023** - Council Member Kerri Pate

AGENDA ITEMS

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

1. Resolution 032723 Restructuring Personnel Within the Alabaster Police Department

Adding (2) full time Police Officers positions and dissolving three (3) full time Communication Clerks positions within the Police Department of the City of Alabaster.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 6 Zahariadis. Motion carried.

2. Resolution 032723-A Adding One Full Time School Resource Officer Position

Adding one (1) additional full time Student Resource Officer position to the Alabaster Police Department for new school year. Requesting now to ensure training and backfilling occurs to meet APOST training dates.

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

3. Resolution 032723-B Creation of Job Codes for the City Classification Plan

Creating titles for city's classification plan to include: School Resource Officer – Grade 18 and School Resource Office Corporal – Grade 18C.

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

4. Resolution 032723-C FY22 Audit Acceptance

Authorizing the acceptance of the Fiscal Year 2022 final audited financial statements from BMSS, LLC.

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

5. Resolution 032723-D Authorize and Accept Grant Application for Senior Center

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

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

6. Resolution 032723-E Regarding Execution of Permit for the Modification of a Traffic Signal at the SR-119 and Veterans Park Intersection

Execution of Permit for the Modification of a Traffic Signal at the SR-119 and Veterans Park Intersection Required agreement and ordinance for ALDOT signal permit application for the proposed signal at veterans park and SR 119.

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

7. Resolution 032723-F Authorizing Mayor to Sign MOU with ALDOT for Hwy 119 Improvement from Silver Creek Parkway to County Hwy 12

Review request from the Alabama Department of Transportation related to Phase II of the Hwy 119 widening project.

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

8. Resolution 032723-G Authorizing Partnership and Support for the Expansion of Interstate 65

Affirming support for the expansion of Interstate 65 in partnership with Shelby County in the amount up to \$1.75 million dollars.

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

9. Resolution 032723-H Approving Issuance of ABC License - The Wine Bunker LLC / The Wine Bunker

Approving a license request for a 010 Lounge Retail Liquor-Class 1 License for The Wine Bunker LLC / The Wine Bunker located at 81E Weatherly Club Drive, Alabaster, AL 35007.

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

PUBLIC COMMENTS

James Billings

212 Cedar Meadow

Asked if the Council would re-install the Siluria War Memorial that honors men killed during World War II.

COUNCIL COMMENTS

None

WORK SESSION SCHEDULED FOR APRIL 6, 2023 AT 6:00 PM

ADJOURN MEETING

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 2 Ellis. Meeting adjourned at 7:28 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



MINUTES OF THE WORK SESSION CITY COUNCIL

Council Chambers | 1953 Municipal Way

Alabaster, AL

April 06, 2023

CALL TO ORDER

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

ROLL CALL

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

PRESENT

Council Member - Ward 1 Sophie Martin
 Council Member - Ward 3 Stacy Rakestraw
 Council Member - Ward 4 Greg Farrell
 Council Member - Ward 5 Jamie Cole
 Council Member - Ward 7 Kerri Pate

ABSENT

Council Member - Ward 2 Rick Ellis
 Council Member - Ward 6 Zach Zahariadis

AGENDA ITEMS:

1. Interview of School Board Candidates Place 2

Council will interview potential Alabaster School Board Candidates for Place 2.

Jamia James 6:00 PM

2. North Promenade Property Discussion

Steven Hydinger discussed with the Mayor and Council a presentation regarding property next to the North Promenade.

3. FY 2023 Mid-Year Budget Adjustments

Finance Director, John Haggard, presented the requested mid-year budget adjustments to the City Council. Item added to Monday's agenda.

4. Bid Review - Larry Simmons Renovations and Alabaster Boulevard

City Council discussed the bids received for the Larry Simmons Stadium Renovation and Alabaster Boulevard Paving Project. Both projects will be reviewed and brought back to the Council with a recommendation during a future meeting.

5. Redevelopment Authority Discussion

Council discussed a proposed Redevelopment Authority and Façade Grant Program. Item added to Monday's agenda.

6. Veterans Park Improvement Design

City Administrator Brian Binzer reviewed an agreement with Barge Design for improvements at Veterans Park. Item added to Monday's agenda.

7. *Ordinance 23-174 Rezoning Shoppes at District 31 to MXD Mixed Use District

A public hearing is set for Monday, April 10, 2023 at 7:00 PM, at the request of Alumni Properties, rezoning properties to MXD (Mixed Use District) and amending the development plan to include properties into the development approved by the City Council in 2018. Item added to Monday's agenda.

8. *Ordinance 23-175 Prezone 920 and 956 Old Hwy 31 Upon Annexation

A public hearing is set for Monday, April 10, 2023 at 7:00 PM, at the request of Jennifer & Jason Williams, prezone 920 & 956 Old Highway 31 to R-3 Single Family District. PIN: 23 1 12 0 000 020.001 & 23 1 12 0 000 023.003 Item added to Monday's agenda.

9. *Ordinance 23-176 Annex 920 and 956 Old Hwy 31 into the City

A public hearing is set for Monday, April 10, 2023 at 7:00 PM, at the request of Jennifer & Jason Williams, to annex 920 & 956 Old Highway 31 into the City of Alabaster. PIN: 23 1 12 0 000 020.001 & 23 1 12 0 000 023.003 Item added to Monday's agenda.

ADJOURNMENT

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 5 Cole.
Meeting adjourned at 8:29 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



OFFICE OF THE MAYOR

CITY OF ALABASTER

PROCLAMATION

WHEREAS, Autism is a lifelong neurological disorder with current statistics bringing it to one in thirty-six children being diagnosed with an Autism Spectrum Disorder; and

WHEREAS, Autism affects each individual in different ways, and can range from very mild to severe, it knows no racial, ethnic or social boundaries and affects young and old alike; and

WHEREAS, our understanding of Autism has grown tremendously since it was first diagnosed, there is no known cure for Autism. Accurate, early diagnoses and the resulting appropriate education and intervention are vital to the future growth and development of the individual; and

WHEREAS, hope lies in a broad spectrum of treatments, and in an informed public and community committed to providing support and service to individuals diagnosed with Autism Spectrum Disorders; and

WHEREAS, we join with the Autism Support of Alabama, in proclaiming April 2023, as Autism Awareness Month; and

NOW, THEREFORE, I Scott Brakefield, Mayor of the City of Alabaster, Alabama do hereby proclaim the month of April, 2023 as **AUTISM AWARENESS MONTH**; and

WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Alabaster, Alabama to be affixed, this 10th day of April, 2023.

Mayor Scott Brakefield

ATTEST:

J. Mark Frey, City Clerk



Having previously been introduced at the **March 13, 2023**, council meeting, Council Member _____ moved the adoption of the following Ordinance, which was seconded by Council Member _____:



ORDINANCE 23-174

AN ORDINANCE TO REZONE PROPERTY OF API HIGHWAY 31, LLC (DISTRICT 31) FROM B-3 (BUSINESS COMMUNITY DISTRICT) AND R-8 (MANUFACTURED AND MOBILE HOME RESIDENTIAL DISTRICT TO MXD (MIXED USE DISTRICT)

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

WHEREAS, API Highway 31, LLC and George Washington, as Owners of land located at or close to 725 1st St S, Alabaster, Alabama, (PID: 23 1 01 3 001 015.00; 23 1 01 3 001 015.001; 23 1 01 3 001 016.000; 23 1 01 3 001 017.000; 23 1 01 3 001 020.000; 23 1 01 3 001 020.002; & 23 1 01 3 001 021.000) petitioned the City to rezone said property from B-3 (Business Community District) and R-8 (Manufactured and Mobile Home Residential District) to MXD (Mixed Use District), and

WHEREAS, the Planning and Zoning Commission held a public hearing on this matter on February 28, 2023 and found the petition in conformity with the Comprehensive Plan and did recommend to the Council that said property be rezoned to MXD (Mixed Use District) subject to the Development Plan adopted by the Planning Commission on February 28, 2023 as may be amended from time to time, and

WHEREAS, required by law this proposed Ordinance was advertised for two (2) weeks in the Shelby County Reporter, a newspaper of general circulation within the City’s limits, and that the City Council of the City of Alabaster, at its Public Hearing on the April 10, 2023 at 7:00 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.

NOW, THEREFORE, 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:

Legal Description-District 31 Phase IV (Shoppes at District 31)

SURVEYOR'S DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1 , TOWNSHIP 21 SOUTH, RANGE 3 WEST SHELBY COUNTY,ALABAMA AND DESCRIBED AS FOLLOWS:

BEGIN AT FOUND 1" PIPE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1 , TOWNSHIP 21 SOUTH, RANGE 3 WEST SHELBY COUNTY, ALABAMA ; THENCE RUN SOUTH 00 DEGREES 32 MINUTES 39 SECONDS EAST FOR 409.74 FEET TO A FOUND IRON (1/2" PIPE); THENCE RUN SOUTH 89 DEGREES 56 MINUTES 25 SECONDS WEST FOR 421.82 FEET TO A FOUND IRON (1" CRIMP) ;THENCE RUN SOUTH 00 DEGREES 13 MINUTES 41 SECONDS EAST FOR 210.00 FEET ; THENCE RUN NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST FOR 399.41 FEET ;THENCE RUN SOUTH 00 DEGREES 10 MINUTES 54 SECONDS WEST FOR 37.64 FEET; THENCE RUN NORTH 88 DEGREES 54 MINUTES 53 SECONDS WEST FOR 178.11 FEET; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 53 SECONDS EAST FOR 328.34 FEET

TO A FOUND IRON (CAPPED WEYGAND);THENCE RUN NORTH 88 DEGREES 27 MINUTES 27 SECONDS WEST FOR 287.84 FEET TO A SET (IRON CAPPED 18664) ON THE NORTHEASTERLY RIGHT OF WAY LINE OF US HWY 31;THENCE RUN NORTH 45 DEGREES 02 MINUTES 41 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR 567.48 FEET TO A FOUND IRON (3/8" REBAR) ;THENCE RUN NORTH 44 DEGREES 22 MINUTES 35 SECONDS WEST AND ALONG SAID RIGHT OF WAY LINE FOR 390.77 FEET TO A FOUND IRON (3/8" REBAR) ;THENCE RUN NORTH 01 DEGREES 14 MINUTES 57 SECONDS EAST FOR 108.40 FEET TO A SET IRON (CAPPED # 18664);THENCE RUN SOUTH 88 DEGREES 45 MINUTES 03 SECONDS EAST FOR 270.17 FEET TO A FOUND IRON (1/2" REBAR) ; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 49 SECONDS EAST FOR 151.41 FEET TO A FOUND IRON (CAPPED SCS) ;THENCE RUN NORTH 89 DEGREES 52 MINUTES 13 SECONDS EAST FOR 73.31 FEET TO A SET IRON (CAPPED #18664);THENCE RUN NORTH 00 DEGREES 22 MINUTES 18 SECONDS EAST FOR 149.44 FEET TO A FOUND IRON (3/8" REBAR; THENCE RUN SOUTH 88 DEGREES 57 MINUTES 49 SECONDS EAST FOR 531.69 FEET TO A FOUND IRON (2" CRIMP)THENCE RUN NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST FOR 211.79 FEET TO A SET IRON 2" CRIMP ;THENCE RUN SOUTH 88 DEGREES 16 MINUTES 19 SECONDS EAST FOR 277.79 FEET TO A TO THE POINT OF BEGINNING. LESS AND EXCEPT AND PORTION LYING IN ANY PUBLIC ROAD RIGHT OF WAYS SAID TRACT OF LAND CONTAINING 568796.50S.F. OR 13.06 ACRES MORE OR LESS INCLUDING ANY PUBLIC ROAD RIGHT OF WAYS.

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, execution and publication as provided by law.

ADOPTED AND APPROVED THIS 10TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Having previously been introduced at the March 13, 2023, council meeting, Council Member _____ moved the adoption of the following Ordinance, which was seconded by Council Member _____:



**ORDINANCE NUMBER 23-175
AN ORDINANCE TO PREZONE PROPERTY OF JENNIFR AND JASON WILLIAMS TO R-3
(SINGLE-FAMILY RESIDENTIAL DISTRICT)**

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

WHEREAS, on February 3, 2023, **Jennifer and Jason Williams** 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 R-3 (Single-Family Residential District) pursuant to Ala. Code § 11-52-85, and

WHEREAS, the Planning and Zoning Commission held a public hearing on this matter on February 28, 2023, and did recommend to the Council that said property be zoned to R-3 (Single-Family Residential District) without condition should same be annexed, and

WHEREAS, said property is identified as:

The following described property situated in the NW¼ NW¼ of Section 12, Township 21 South, Range 3 West and more particularly described as follows:

Commence at the Point of Intersection of the South line of the above-described NW ¼ NW ¼ with the west or westerly right-of-way line of the Old Birmingham to Montgomery Highway, Highway U.S #31, and run thence North IO degrees 00 minutes West along the west or westerly right-of-way line of said Old Highway U.S. 31 for a distance of 70.0 feet to the Point of Beginning; thence continue North IO degrees 00 minutes West along the last named course for a distance of 150.0 feet; thence run West for 210.0 feet; thence run South IO degrees 00 minutes East for a distance of 150.0 feet to the North line of the Odessa Williams lot; thence run East along the North line of said Odessa Williams lot for 210.0 feet to the Point of Beginning.

Source of Title: Book 295 at Page 284

ALSO: Commence at the NW corner of the SE ¼ of NW ¼, Section 12, Township 21 South, Range 3 West; thence easterly along said 1/4-1/4 line 449.60 feet; thence right 65 degrees 33 minutes and run 138.0 feet to the Point of Beginning; thence continue along last described course 84.0 feet; thence right 92 degrees 23 minutes 51 seconds and run 248.85 feet; thence right 88 degrees 59 minutes 09 seconds and run 172.79 feet; thence right 113 degrees 04 minutes and run 239.56 feet; thence left 24 degrees 27 minutes and run 26.39 feet to the Point of Beginning.

Subject to easements, rights-of-way, and restrictions of record, if any.

Source of Title: Book 349 at Page 311

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 13, 2023 at 7:00 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.

THEREFORE, 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 R-3 (Single-Family Residential) 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 10TH DAY OF APRIL 2023.

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 13, 2023, council meeting, Council Member _____ moved the adoption of the following Ordinance, which was seconded by Council Member _____:



ORDINANCE 23-176

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

WHEREAS, on February 3, 2023, **Jennifer and Jason Williams**, 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 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:

The following described property situated in the NW¼ NW¼ of Section 12, Township 21 South, Range 3 West and more particularly described as follows:

Commence at the Point of Intersection of the South line of the above-described NW ¼ NW ¼ with the west or westerly right-of-way line of the Old Birmingham to Montgomery Highway, Highway U.S #31, and run thence North IO degrees 00 minutes West along the west or westerly right-of-way line of said Old Highway U.S. 31 for a distance of 70.0 feet to the Point of Beginning; thence continue North IO degrees 00 minutes West along the last named course for a distance of 150.0 feet; thence run West for 210.0 feet; thence run South IO degrees 00 minutes East for a distance of 150.0 feet to the North line of the Odessa Williams lot; thence run East along the North line of said Odessa Williams lot for 210.0 feet to the Point of Beginning.

Source of Title: Book 295 at Page 284

ALSO: Commence at the NW corner of the SE ¼ of NW ¼, Section 12, Township 21 South, Range 3 West; thence easterly along said 1/4-1/4 line 449.60 feet; thence right 65 degrees 33 minutes and run 138.0 feet to the Point of Beginning; thence continue along last described course 84.0 feet; thence right 92 degrees 23 minutes 51 seconds and run 248.85 feet; thence right 88 degrees 59 minutes 09 seconds and run 172.79 feet; thence right 113 degrees 04 minutes and run 239.56 feet; thence left 24 degrees 27 minutes and run 26.39 feet to the Point of Beginning.

Subject to easements, rights-of-way, and restrictions of record, if any.

Source of Title: Book 349 at Page 311

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 R-3 (Single - Family Residential District) 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 1** 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 10TH DAY OF APRIL 2023.

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 041023

AUTHORIZING FISCAL YEAR 2023 MID-YEAR BUDGET AMENDMENTS

WHEREAS, on behalf of and direction of Mayor Brakefield, the Finance Director / Treasurer presented the fiscal year 2023 budget amendments to the City Council of the City of Alabaster, Alabama, during a Council Work Session on Thursday, April 6, 2023, and

WHEREAS, after discussion and careful consideration, the Mayor requests the approval of said fiscal year 2023 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 10TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

General Fund			
Type	Original Budget	Adjustment	New Budget
Revenues	\$ 45,757,350.00	\$ 4,377,325.00	\$ 50,134,675.00
Expenditures			
Non-Departmental	\$ 12,789,830.00	\$ 391,625.00	\$ 13,181,455.00
Admin	\$ 2,024,010.00	\$ -	\$ 2,024,010.00
IT	\$ 1,506,207.65	\$ -	\$ 1,506,207.65
Library	\$ 974,285.00	\$ -	\$ 974,285.00
Police	\$ 10,907,147.00	\$ 38,603.75	\$ 10,945,750.75
Court	\$ 587,635.00	\$ -	\$ 587,635.00
Fire	\$ 7,722,239.92	\$ 63,000.00	\$ 7,785,239.92
Public Works	\$ 1,704,860.00	\$ -	\$ 1,704,860.00
Parks & Rec	\$ 3,706,170.00	\$ -	\$ 3,706,170.00
Finance	\$ 789,304.00	\$ 54,000.00	\$ 843,304.00
Elected Officials	\$ 386,635.00	\$ -	\$ 386,635.00
HR	\$ 525,995.00	\$ -	\$ 525,995.00
Engineering	\$ 1,258,031.00	\$ -	\$ 1,258,031.00
Total Expenditures	\$ 44,882,349.57	\$ 547,228.75	\$ 45,429,578.32
Change in Fund Balance	\$ 875,000.43	\$ 3,830,096.25	\$ 4,705,096.68

Sewer Fund			
Type	Original Budget	Adjustment	New Budget
Revenues	\$ 7,600,200.00	\$ 115,300.00	\$ 7,715,500.00
Expenditures	\$ 15,498,380.00	\$ -	\$ 15,498,380.00
Change in Net Position	\$ (7,898,180.00)	\$ 115,300.00	\$ (7,782,880.00)

Capital Projects Fund			
Type	Original Budget	Adjustment	New Budget
Revenues	\$ 320,000.00	\$ 1,492,683.58	\$ 1,812,683.58
Expenditures	\$ 11,921,246.00	\$ -	\$ 11,921,246.00
Change in Fund Balance	\$ (11,601,246.00)	\$ 1,492,683.58	\$ (10,108,562.42)



RESOLUTION 041023-A

A RESOLUTION TO ENTER AN AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC RELATED TO VETERANS PARK EXPANSION DESIGN CONSTRUCTION PLANS AND BID DOCUMENTS

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an agreement with Barge Design Solutions, INC. for the landscape design, construction plans and bid documents for the Veterans Park renovation project; and

WHEREAS, the City of Alabaster, Alabama, wishes enhance Veterans Park by entering an agreement with Barge Design for the design of park improvements and the development of constructions plans to determine construction costs; and

WHEREAS, said agreement will include the following services:

Items	Fee Type	Fee	Amount
Design FEE			
A. Design Services	Lump Sum		\$ 289,026
B. Permitting Coordination	Lump Sum		\$ 7,465
C. Bidding Assistance (2 bid packages)	Lump Sum		\$ 21,536
D. Construction Administration (2 contracts)	Lump Sum		\$ 68,370
E. Owner Directed Contingency	Cost Plus		\$12,000
Sub-Total			\$398,397

WHEREAS, said agreement with **Barge Design Solutions, INC.** shall not exceed **\$398,397.00** plus **Allowable Reimbursables.**

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

BE IT FURTHER RESOLVED that Finance Director is directed to provide funding for said project through the Capital Projects Fun.

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

ADOPTED AND APPROVED THIS 10TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Barge Design Solutions, Inc.
PROFESSIONAL SERVICES AGREEMENT
TOPOGRAPHIC SURVEY

This agreement is made as of April 6, 2023 by and between The City of Alabaster – Design of Veterans Park Improvements (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Site: Veterans Park Improvements

Location: Veterans Park
Alabaster, Alabama

Description of Project:

Renovations and upgrades to Veterans Park to include conversion of back diamond fields from grass to turf, spectator area upgrades, construction of pickleball courts, playground equipment replacement, rear parking lot lighting, pedestrian access improvements and renovations to Veterans Memorial.

- I. PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See attached Exhibit A for full details of scope.

- II. COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

Lump Sum **\$398,397** Other

In addition, **Client** shall pay **BARGE** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

- III. PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

- IV. TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE**'s control. If such delay or suspension extends more than six months (cumulatively), **BARGE**'s compensation shall be equitably adjusted.


- V. SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure

of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

- VI. STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOB SITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. DISPUTE RESOLUTION: It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

XIII. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

The City of Alabaster – Design of Veterans Park Improvements	Barge Design Solutions, Inc.
By:	By: 
Printed Name: Scott Brakefield	Printed Name: Chris Grace
Title: Mayor	Title: Vice President
Address: 1953 Municipal Boulevard Alabaster, Alabama 35007	Address: 3535 Grandview Parkway, Suite 500 Birmingham, Alabama 35243
Date Signed:	Date Signed: April 6, 2023
Tax I.D. Number:	

April 6, 2023
Project No.: 3658810

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

RE: Veterans Park Expansion, Design PSA

Dear Brian,

Please find attached a draft agreement for design, bidding and construction phase services related to the upgrades at Veterans Park. Please review the included scope of work and let us know if you have any questions or concerns. Note that we are already working ahead in good faith in the interest of the schedule.

It is a pleasure to have this opportunity to expand the park system infrastructure. We look forward to continuing our relationship with you and the City of Alabaster.

Best regards,



Christopher J. Grace, P.E.
Vice President

Enclosure

Cc: Mr. Fred Hawkins, P.E., City of Alabaster
Mr. Earnie Clark, City of Alabaster

Barge Design Solutions, Inc.
PROFESSIONAL SERVICES AGREEMENT
TOPOGRAPHIC SURVEY

Item #5.

This agreement is made as of April 6, 2023 by and between The City of Alabaster – Design of Veterans Park Improvements (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Site: Veterans Park Improvements

Location: Veterans Park
Alabaster, Alabama

Description of Project:

Renovations and upgrades to Veterans Park to include conversion of back diamond fields from grass to turf, spectator area upgrades, construction of pickleball courts, playground equipment replacement, rear parking lot lighting, pedestrian access improvements and renovations to Veterans Memorial.

I. PROFESSIONAL SERVICES: **BARGE** agrees to perform the following Basic Services under this contract:

See attached Exhibit A for full details of scope.

II. COMPENSATION: **Client** shall compensate **BARGE** for the Basic Services as follows:

Lump Sum **\$398,397** Other

In addition, **Client** shall pay **BARGE** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. TIME: Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE**'s control. If such delay or suspension extends more than six months (cumulatively), **BARGE**'s compensation shall be equitably adjusted.

V. SUSPENSION OF SERVICES: If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure

of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

- VI. STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
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- X. INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. DISPUTE RESOLUTION: It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

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The City of Alabaster – Design of Veterans Park Improvements	Barge Design Solutions, Inc.
By:	By: 
Printed Name: Scott Brakefield	Printed Name: Chris Grace
Title: Mayor	Title: Vice President
Address: 1953 Municipal Boulevard Alabaster, Alabama 35007	Address: 3535 Grandview Parkway, Suite 500 Birmingham, Alabama 35243
Date Signed:	Date Signed: April 6, 2023
Tax I.D. Number:	

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide civil engineering and landscape architectural design services to the City of Alabaster, AL (Client) for design of the Veterans Park Improvements. The scope and fees herein are based on the conceptual Master Plan as developed by Barge Design Solutions dated March 17, 2023.

In the interest of the schedule and future program needs, the construction improvements will be divided into two (2) packages. Package 1 will include field renovations and Package 2 will include pickleball courts, playground renovations and parking lot lighting. The budget will be addressed and considered to the best of Barge's ability for each package. Barge does not have control over construction market conditions and pricing.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

A. Design Services

As a part of the design process, Barge proposes to hold weekly progress meetings with the City for the purpose of streamlining communication and monitoring progress.

Civil Engineering Design

Site Demolition Design

Barge will provide a demolition plan showing the following existing items to be demolished for the new improvements:

- 1. Outfield and foul line fencing
- 2. Selected tree removal
- 3. Minor demolition of select components of the Veterans Memorial.
- 4. Parking lot lighting,

Site Layout Design

Barge will prepare the site layout plans for the park based on the Master Plan prepared previously and illustrated in Figures 1 and 2 below. This scope will include horizontal control of the new improvements such as shade structures, pickleball courts, fences, parking areas, sidewalks, sports fields, playgrounds, and park amenity features. We will design new pedestrian walkways connecting the new and existing park features to provide improved connectivity to portions of the park. Technical specifications will be prepared as a companion to the construction drawings and the City's specifications and design standards.

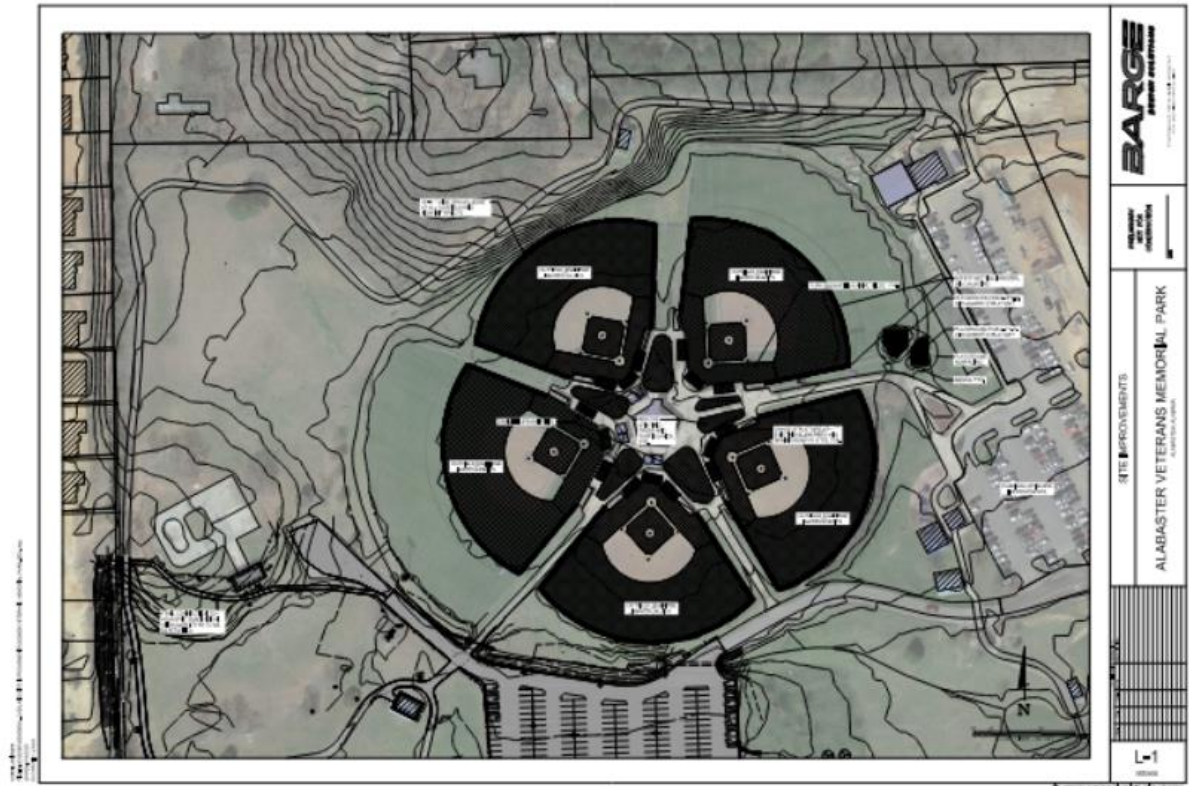


Figure 1

Site Grading, Stormwater Drainage, and Erosion Control Design

Barge will provide grades and spot elevations for the new improvements. Finished floor elevations for new courts will be shown as needed. We will provide storm drainage system design including surface and pipe conveyance systems per local requirements. Stormwater calculations will be prepared as necessary. Temporary sediment ponds may be required as part of the project detention / erosion and sediment controls. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared as appropriate. Construction plans will also include erosion prevention / sediment control design using accepted Best Management Practices (BMPs). Storm structures, pipe sizes and locations, drainage swales, and relevant spot elevations will also be included where needed. Barge will provide a hydrologic report of onsite drainage features as appropriate; however, the hydrologic report will not include analysis of downstream

receiving waters or adjacent properties. Grading design will consist of 1-ft contours, spot elevations, and other grade annotations required to provide positive drainage and meet proposed site utilization objectives. Barge will provide the appropriate details and technical specifications.



Figure 2

Site Utility Design

The project is expected to require modifications to the existing potable water and electrical services within the park. Barge will provide design for the new utility services and coordinate the utility tie-in points with the City and the local utility providers as necessary. Domestic/potable water will be provided to the new pickleball courts from the existing utilities within the park.

Additionally, design for electrical service will be provided for lighting of the pickleball courts and the parking area depicted in Figure 2.

We will prepare a utility coordination plan showing routes from existing services to the new facilities. Gas, sanitary sewer, and telecom designs are excluded.

Landscape Architecture Design

Barge will provide Landscape Architectural design services for the park. Services will include the overall project design focusing upon proposed items noted in the conceptual Master Plan.

Ballfield Improvements

Barge will provide design services detailing the proposed improvements for the existing ballfields including:

- Regrading of ballfields
- Reducing size of Field 1 and Field 3
- Implementation of artificial turf and base w/out irrigation
- New baseline and outfield fencing in concrete header curb
- New maintenance gates and fence appurtenances
- New shade structures at existing bleachers and behind backstops, 15 total
- New outfield fence safety netting at Field 5
- Existing dugouts and backstops to remain
- Existing field lighting to remain
- Existing irrigation will be modified to include quick couplers to be used on each field in a minimum of one location,

Ballfield Plaza Improvements

Barge will provide design services detailing the proposed features to rework the plaza landscape islands including:

- Removal of existing trees
- Implementation of brick pavers
- Existing utility and drainage structures to remain
- Existing irrigation will be modified to adapt to new design.

Veterans Memorial Improvements

Barge will provide design services detailing the proposed features to enhance the Veteran's Memorial including:

- Addition of shade trees within the existing plaza
- Understory landscape materials
- Existing hardscape plaza, flag court, and memorial elements to remain

Enlargement of Existing Ponds

As a part of the drainage plan, Barge will provide design services to expand and reshape two existing ponds, including:

- Regrading of pond edge and associated pond interior
- Pond bank stabilization with turf

Pedestrian Connection to Adjacent Subdivision

Barge will provide design services to add a pedestrian connection from the existing trail to the adjacent subdivision, including:

- ADA compliant path from the existing park through the existing city easement to connect to the adjacent neighborhood sidewalks.
- Design will include drainage considerations.
- Design will not address ADA compliance deficiencies for the existing park trail.
- Utility conflicts are not anticipated and relocation designs are excluded.
- Lighting and signage are excluded.

Playground Improvements

Barge will provide design services to replace the existing playground near the group pavilion with the addition of inclusive equipment and surfacing, including:

- New edge treatment and engineered mulch surface for existing equipment
- Additional inclusive play equipment and surfacing
 - Barge will coordinate the integration of playground equipment which will be designed and provided by others (i.e. Playcore via Sourcewell, etc)
- Pedestrian connection to existing trail

Pickleball Courts

Barge will provide design services to add eight potentially covered pickleball courts, including:

- Courts layout, dimensions, surface, and equipment
- Fencing, gates, appurtenances
- Court lighting
- Pedestrian connection to existing trail
- Optional Shade building by ClearSpan.
 - Design of shade structure will be by vendor.
 - City to provide any needed support information for vendor's design (i.e. geotechnical, codes, zoning, etc.).

Hardscape Design

Barge will provide landscape architectural design services illustrating the proposed hardscape features for the project area. Services are to include the following areas:

- Concrete sidewalk connections
- Paver implementation at ballfield plaza
- Veterans Memorial Plaza renovations

Opinion of Probable Construction Cost (OPCC)

Barge will provide an opinion of probable construction cost (OPCC) for the design at the 90% design and bidding phases of the project. In providing the OPCCs, the Client

understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing. Barge's OPCCs are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCCs.

Some of the improvements described above may be included as deductive alternates in the bid documents to assist the Client in budget management.

B. Permitting Coordination

Barge will provide the following permitting services:

1. City of Alabaster
 - a. Pre-Submittal Conference – Barge will attend a pre-submittal conference meeting with the City.
 - b. Barge will prepare and submit plans to the City to request plan approval for onsite civil design.
 - c. Contractor to obtain National Pollutant Discharge Elimination System (NPDES) construction stormwater permit from Alabama Department of Environmental Management (ADEM).

C. Bidding Assistance

Barge will provide limited bidding assistance as outlined below. Two bid packages are anticipated. These services will begin at the pre-bid meeting for each corresponding project. Specific items included are as follows:

1. Attend one 2-hour pre-bid meeting per bid package in the City of Alabaster.
2. Provide responses to bidder questions regarding the design documents during the bidding process. Fee is based on ten minor questions per bid package.
3. Attend one 1-hour bid opening meeting per bid package.

D. Construction Administration

Barge will provide limited construction support services as outlined below. These services will begin at the pre-construction meeting. Specific items included are as follows:

1. Attend one 2-hour pre-construction meeting per bid package in the City of Alabaster.
2. Review of up to 20 contractor shop drawing submittals (no more than two reviews per submittal).
3. Provide responses to contractor questions regarding the contract documents during the construction phase. Fee is based on 20 minor Requests for Information (RFIs).
4. The City will provide an inspector for review of the Contractor's performance, pay applications, etc. Barge will provide monthly site observations to observe

progress and conduct an Owner, Architect, Contractor (OAC) meeting. Fee is based on one 4-hour site visit per month during the construction.

It is understood and agreed that Barge's services under this agreement do not include extensive project observation or review of the Contractor's performance, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the contract documents and for construction observation, and the Client waives any claims against Barge that may in any way be connected thereto.

III. Additional Services

Barge expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined in Section II. Any additional work outside of this scope will be negotiated on an hourly basis as needed.

IV. Project Understandings, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge will have access to the site and adjoining areas, as required, including weekends.
2. We understand that there are no environmental / hazardous conditions that would impact the design, and if any are discovered, the Client will handle the resolution.
3. Construction duration for package 1 (field renovations) is estimated to be six months. Construction duration for package 2 (pickleball courts, playground and lighting) is estimated to be four months. The total construction duration of 10 months assumed is dependent upon potential delays due to pandemic or supply chain issues and may be extended, which will require additional construction support fees.
4. Design will be for the entire project to include bidding and limited construction services. Permitting services will be for the entire park and considered as one package.
5. Schedule is dependent upon the timely receipt of critical information, such as client-designed features, etc. If the information is not received in a timely manner, then additional design fees may be required.
6. The Client will be the applicant for all permit applications and will pay all permit fees.
7. Playground equipment and site furnishings will be standard components from a reputable manufacturer, as selected by the Client. Custom design features can be provided for an additional fee.
8. Any easements for utilities or other site requirements will be provided by the Client.
9. All environmental, property, land acquisition, platting, and zoning issues are assumed to have been resolved.

The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Design of improvements within adjacent roadway rights-of-way

2. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.).
3. LEED and/or Sustainable Site certification
4. Architectural design and structure-related MEP design
5. Traffic impact studies
6. Retaining wall design
7. Sanitary sewer pump station design
8. Irrigation design
9. Site communication and security system design
10. Zoning variance applications
11. Floodway/flood zone studies
12. Public roadway improvements
13. Wayfinding signage
14. As-built surveys / record drawings
15. Resident inspection services (CE&I) or additional construction administration services beyond what is described in Basic Services.
16. Construction phasing and sequencing.
17. Pedestrian/public access control and safety fencing design during construction.

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
2. Provide review comments in a timely manner.
3. Provide single point of contact for regular project coordination purposes.

VI. Deliverables

The following is a list of documents that will be produced as a part of this effort. Design plans will be provided at 90% and bid set completion milestones.

1. Construction plans, notes, details, and technical specifications in PDF format
2. Opinions of probable construction cost

VII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below. Lump sum fees include expenses.

Fee Summary Table

Items	Fee Type	Fee Amount
Design FEE		
A. Design Services	Lump Sum	\$ 289,026
B. Permitting Coordination	Lump Sum	\$ 7,465
C. Bidding Assistance (2 bid packages)	Lump Sum	\$ 21,536
D. Construction Administration (2 contracts)	Lump Sum	\$ 68,370
E. Owner Directed Contingency	Cost Plus	\$12,000
Sub-Total		\$398,397

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



RESOLUTION 041023-B

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

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

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

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

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

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

ADOPTED AND APPROVED THIS 10TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Council President Sophie Martin

APPROVED:

Scott Brakefield, Mayor

Exhibit A
Application to form Authority

Exhibit B
Certificate of Secretary of State