

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



**RESOLUTION 032524-I**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO A MAINTENANCE AGREEMENT WITH THE ALABASTER WATER BOARD RELATING TO SENIOR CENTER PARKING IMPROVEMENTS**

**WHEREAS**, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into said agreement with the Alabaster Water Board relating to a paving project on Industrial Park Drive that will pave over an existing AWB water main, and

**WHEREAS**, the purpose of this agreement is to grant to the City the right to construct and maintain asphalt paving over the water main on existing Industrial Road with said agreement attached Exhibit “A”. The agreement will be effective March 25, 2024.

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

**ADOPTED AND APPROVED THIS 25TH DAY OF MARCH 2024.**

ATTEST:	CITY OF ALABASTER
 _____ J. Mark Frey, City Clerk	 _____ Sophie Martin, Council President

APPROVED:

\_\_\_\_\_  
Scott Brakefield, Mayor

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**MAINTENANCE AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Alabaster Water Board ("AWB"), an Alabama public corporation, and the City of Alabaster ("City"), an Alabama Municipality.

**Recitals**

As part of its water system, AWB currently maintains and operates an eight-inch (8") ductile iron water main and associated equipment located from the intersection of 11<sup>th</sup> Avenue SW and 7<sup>th</sup> Street SW and generally described as running southwest across Parcel No.s 23 1 02 3 002 001.001 and 23 1 02 3 002 001.002 to Cotton Street and generally running northwest and southeast along and parallel to Cotton Street on Exhibit A titled City of Alabaster Senior Center Parking Lot and Driveway Improvements dated March 25, 2024.

The City intends to install a new asphalt-paved parking lot and driveways in support of improvements to the Senior Center and new amphitheater project. The City proposes to pave over the existing AWB water main that exists within the parking lot and driveway areas. See attached Exhibit A for an illustration of the condition.

AWB is willing to permit the City to pave over and place other improvements over the existing water main under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of covenants and agreements set forth herein, the parties agree as follows:

**Agreement**

1. AWB grants to the City the right to construct and maintain asphalt paving over the water main within Parcel No.s 23 1 02 3 002 001.001 and 23 1 02 3 002 001.002 adjacent to the existing gravel parking lot and parallel to Cotton Street that will be improved and paved as shown on Exhibit A. The paving shall be constructed and maintained in the same manner and with the same specifications as is customary and common to the other paved areas of the City that are utilized for similar traffic loads and counts. The City shall be responsible for obtaining all other consents and permits which may be necessary for such paving.

2. AWB's rights to the AWB water main shall remain unaffected by this Agreement. AWB may continue to operate, repair, and maintain the existing water main and equipment now located within the site, and to construct, install, operate, repair, and maintain additional water lines and equipment within the site as it reasonably determines is necessary and convenient for the operation of the AWB water system.

3. AWB shall not be required to replace, repair, or maintain any pavement or other improvement placed in or on the AWB water main as part of the Senior Center and Amphitheater Improvements project, whether or not it is damaged, removed, or otherwise disturbed by AWB in the exercise of its rights to the AWB water main, but such shall be the responsibility of the City. Furthermore, the City agrees to release, hold harmless, and indemnify AWB and its officers, agents, and employees from any loss or liability arising out of the damage or removal of such paving or other improvements which may occur in the exercise of AWB's rights to the AWB water main.

4. This Agreement shall be binding upon, inure to the benefit of, and be enforceable against the grantees, successors, and assigns of the parties.

5. This Agreement may be recorded in the real property records in the Probate Office of Shelby County, Alabama.

6. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement.

**Signatures**

[see attached signature pages]

**Alabaster Water Board**

By \_\_\_\_\_  
Laura A. Koon, P.E. as Its General Manager

**STATE OF ALABAMA**  
**COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Laura A. Koon, whose name as General Manager of the Alabaster Water Board, an Alabama public corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

City of Alabaster

By \_\_\_\_\_  
Scott Brakefield as Its Mayor

Attest \_\_\_\_\_  
J. Mark Frey as Its City Clerk

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Scott Brakefield, whose name as Mayor of the City of Alabaster, an Alabama Municipality, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public