



CITY COUNCIL REGULAR MEETING

Thursday, April 6, 2023

Council Meeting - 6:30 PM
CENTER POINT CITY HALL

- A. Call to Order**
- B. Invocation**
- C. Pledge of Allegiance to the Flag**
- D. Roll Call**
- E. Public Hearing**
 - E.1.** 333 25th Court NW
- F. Public Comment** is limited to 4 mins per person. The council will respond after the last comment.
- G. Approval of Agenda**
- H. Approval of Minutes from Previous Meeting**
 - H.1.** March 16, 2023 Meeting Minutes
- I. Consent Agenda**
 - I.1.** Resolution No. 2023-22 Animal Contract Renewal
 - I.2.** Approve Assessment Cost for Abatements
 - I.3.** Resolutions No. 2023-24-37& 39-47 - Authorizing the City Clerk to file liens with the Probate Judge for Nuisance Assessments
 - I.4.** Resolution No. 2023-38 Authorizing Travel Advance
 - I.5.** Proclamation Declaring April 2023 Fair Housing Month
- J. Presentation**
- K. Discussion/Action**

All items designated as "Consent" are routine and non-controversial and will be approved by one motion. NO separate discussion of these items will be permitted unless a Councilmember, the Mayor, or citizen interested in further discussion or hearing so requests, if so, such item (s) will revert to its normal place on the Agenda Order of Business.

- K.1.** Announce Public Hearing for Medical Cannabis Dispensaries & Tattoo Shops
- K.2.** Center Point High School's request
- K.3.** Resolution Awarding Bid for Demolition of 520 Sunhill Road & 1816 1 Street NE
- K.4.** Resolution Accepting Bid for the Bridge Project at 335 Polly Reed Road

L. Reports- Mayor & Committee Chairs

- L.1.** Economic Development/Public Safety- President D.M. Collins
- L.2.** Park & Recreation- Councilman Glenn Williams, Sr.
- L.3.** Public Works- Councilwoman Tiffany Moore
- L.4.** Education & Library- Councilwoman Sharon Jones
- L.5.** Finance Report-Councilwoman Ebonee Copeland, Chair

M. Adjournment



P.O. Box 9847
Center Point, AL 35220
2209 Center Point Pkwy
Center Point, AL 35215
Phone: 205-854-4460
Fax: 205-854-4814

Bobby Scott, Mayor

City Council

D.M. Collins, *Council President*
Tiffany Moore, *President Pro Tempore*
Glenn Williams, Sr.
Sharon Jones
Eboney Copeland

Tameeka Vann, *City Clerk/Treasurer*

NOTICE BY U.S. MAIL and/or POSTING AT PROPERTY

March 20, 2023

CURRENT TENANTS and/or
BAF ASSETS 2, LLC
333 25th Ct NW
Center Point, Alabama 35215

BAF ASSETS 2, LLC
c/o CORPORATION SERVICE COMPANY, INC.
641 South Lawrence Street
Montgomery, Al 36104

BAF ASSETS 2, LLC
5501 Plaza on the Lake
Suite 200
Austin, Texas 78746

VIOLATION HEARING

April 6, 2023 AT 6:30 P.M.

**2209 CENTER POINT PARKWAY
CENTER POINT, ALABAMA 35215**

NOTICE OF VIOLATION ENVIRONMENT CODE & NUISANCE VIOLATION
CURRENT TENANTS & BAF ASSESTS 2, LLC
---Located at 333 25th Ct NW, Center Point, Alabama 35215---
(Parcel Id 13 00 12 4 015 011.000)

You may be subject to Fine(s) Imposed, Legal Action and /or Jail Time

Dear BAF ASSETS 2, LLC:

A Complaint is being made against you for violation of City Ordinances outlined as follows:

Section 22-214; of Ordinance 2002-08; Section 22-215; of Ordinance 2002-08; Section 22-216 (nuisance [unsanitary; duty to maintain property]); of Ordinance 2002-08 and of Ordinance 2009-03; and

Section 10-30 (civil penalty) Section 10-30 (criminal penalty) and Section 10-39 (civil penalty) Section 10-38 (criminal penalty) of the CENTER POINT MUNICIPAL CODE. Please be advised that you may be subject to Civil Action, Civil Penalties, Criminal Penalties, up to and including, Fine(s) and/or Jail Time.

More specifically you have ratified and promoted the following:

1. Created a safety hazard;
2. Unlawful discharging of Firearm within City Limits, more than 20 shots;
3. Knowingly engaged in collective criminal group activity, in illegal Drug activity or knowingly renting to tenants engaged in illegal Drug activity;
4. There is an increased volume of vehicular and pedestrian traffic to and from the property;
5. Multiple complaints have been made to the City and Law Enforcement concerning illegal activity at the property; and
6. Remove any and all Hazardous Conditions.

On or about and throughout, March of 2023 up to the date of this Notice, multiple complaints were received by the City concerning illegal activity at and around your residence, to include but not limited to, discharging of firearms, multiple shooting incidents, collective criminal group activity, drug transactions, drug use, increase volume of vehicular and pedestrian traffic at the commercial property surrounding the suspected narcotic sells creating a nuisance, unsafe conditions, and conditions that negatively affects the general welfare of the public. The City request that you **immediately cease and desist the discharging of firearms, criminal group activity illegal drug activity, increased vehicular and pedestrian traffic at the property. Failure to remove abate the nuisance will result in the City taking action to abate the nuisance, to include filing a Complaint under the 'Alabama Drug Nuisance Abatement Act.'**

This provides notice that all Nuisance(s) shall be abated immediately but not more than ten (10) days from the date of Notice. In order to protect your Rights, you must act and comply within ten (10) days of Notice.

Also, please be advised that you are to appear before the City Council at the time, date and place as listed below:

HEARING: Environment Violation & Nuisance Violation

DATE: April 06, 2023 AT 6:30 P.M.

**PLACE: CITY HALL OF CITY OF CENTER POINT, ALABAMA
2209 CENTER PONT PARKWAY
CENTER POINT, ALABAMA 35215**

If you elect to have legal representation present, please advise prior to the hearing such that the City may accommodate. The Hearing will provide you with the opportunity to present any and all evidence against any violation. Failure to attend may result in the City seeking possible criminal charges.

For more information, you may contact Julian Hendrix, City Attorney at hxlawllc@att.net , (205) 453-4536, office and/or at 205-746-7206, cell.

Sincerely,



Julian Hendrix, City Attorney

CERTIFICATE OF SERVICE OF NOTICE OF VIOLATIONS

I hereby certify that _____
was served with a copy of the above and foregoing, 'NOTICE OF VIOLATIONS OF CODE,' dated
_____, by means of the following:

(1). Process Server: _____
NAME AND POSITION (PRINT)

DATE OF SERVICE

(2). Certified Mail: Parcel №:/Receipt №: _____
(Other Courier) _____, deposited
on _____ day, the _____ day of _____ 20____, at
_____ AM/PM, with the _____.

****IF SERVED BY PERSONAL DELIVERY:**

SIGNATURE of Recipient

SIGNATURE of Service Agent (Server)

Jefferson County Sheriff's Office

FIELD INCIDENT OFFENSE REPORT

CASE# 2023-00019766

2200 Reverend Abraham Woods Jr Blvd
Birmingham, AL 35203

EVENT	REPORTED DATE/TIME 03/13/2023 23:05	OCCURRED INCIDENT TYPE Shots Fired	
	OCCURRED FROM DATE/TIME 03/13/2023 22:00	OCCURRED THRU DATE/TIME 03/13/2023 23:05	LOCATION OF OCCURRENCE 400 SUNHILL RD Center Point, AL

OFFENSES	STATUTE/DESCRIPTION	COUNTS	ATTEMPT/COMMIT
	01 13A-11-61(b) DISCHARGE FIREARM INTO AN OCCUPIED DWELLING OR VEHICLE	1	Commit
	02 13A-7-22 CRIMINAL MISCHIEF 2ND	1	Commit

SUBJECT	JACKET/SUBJECT TYPE Adult Suspect		NAME (LAST, FIRST, MIDDLE SUFFIX) 2023-00019766, UNK					
	DOB AGE or AGE RANGE		ADDRESS (STREET, CITY, STATE, ZIP)					
			SEX		HEIGHT or RANGE		WEIGHT or RANGE	
	RACE		HAIR		EYE			
	DL NUMBER/STATE		PRIMARY PHONE		PHONE #2		PHONE #3	

SUBJECT	JACKET/SUBJECT TYPE Adult Victim		NAME (LAST, FIRST, MIDDLE SUFFIX) BROWN, TYCHICUS CHAMAR					
	DOB 11/12/1991 31		ADDRESS (STREET, CITY, STATE, ZIP) 400 SUNHILL RD NW CENTER POINT, AL 35215					
	RACE Black		SEX Male		HEIGHT or RANGE 5'6 5'6		WEIGHT or RANGE 200 200	
	DL NUMBER/STATE 7993744 / AL		PRIMARY PHONE (205)563-0702		PHONE #2		PHONE #3	

SUBJECT	JACKET/SUBJECT TYPE		NAME (LAST, FIRST, MIDDLE SUFFIX)					
	DOB AGE or AGE RANGE		ADDRESS (STREET, CITY, STATE, ZIP)					
	RACE		SEX		HEIGHT or RANGE		WEIGHT or RANGE	
	DL NUMBER/STATE		PRIMARY PHONE		PHONE #2		PHONE #3	

REPORTING OFFICER 299 Dukuzumuremyi	DATE 03/13/2023	REVIEWED BY
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Jefferson County Sheriff's Office

FIELD INCIDENT OFFENSE REPORT

2200 Reverend Abraham Woods Jr Blvd
Birmingham, AL 35203

CASE# 2023-00019766

GENERAL PROPERTY

GENERAL	PROPERTY CODE			VALUE
	Damaged Destroyed			1000
	QUANTITY/UNIT OF MEASURE	PROPERTY TYPE/CLASS	SERIAL	COLOR
	1 / Each	Structures-Sing Occ Dwell		
ITEM DESCRIPTION				
Damaged storm window				

GENERAL	PROPERTY CODE			VALUE
	Damaged Destroyed			500
	QUANTITY/UNIT OF MEASURE	PROPERTY TYPE/CLASS	SERIAL	COLOR
	1 / Each	Structures-Sing Occ Dwell		
ITEM DESCRIPTION				
Damaged Drywall				

GENERAL	PROPERTY CODE			VALUE
	QUANTITY/UNIT OF MEASURE	PROPERTY TYPE/CLASS	SERIAL	COLOR
ITEM DESCRIPTION				

GENERAL	PROPERTY CODE			VALUE
	QUANTITY/UNIT OF MEASURE	PROPERTY TYPE/CLASS	SERIAL	COLOR
ITEM DESCRIPTION				

GENERAL	PROPERTY CODE			VALUE
	QUANTITY/UNIT OF MEASURE	PROPERTY TYPE/CLASS	SERIAL	COLOR
ITEM DESCRIPTION				

GENERAL	PROPERTY CODE			VALUE
	QUANTITY/UNIT OF MEASURE	PROPERTY TYPE/CLASS	SERIAL	COLOR
ITEM DESCRIPTION				

REPORTING OFFICER	DATE	REVIEWED BY
299 Dukuzumuremyi	03/13/2023	

Jefferson County Sheriff's Office**FIELD INCIDENT OFFENSE REPORT**2200 Reverend Abraham Woods Jr Blvd
Birmingham, AL 35203CASE# **2023-00019766****NARRATIVE**

On 03/13/2023 Deputy Dukuzumuremyi was dispatched to 329 25th Avenue NW on shots fired in the area. On arrival I patrolled 25th Avenue NW for activity in the area and dispatch advised that they had received a call from 400 Sunhill Road NW for a house that was hit by bullets.

Deputy Dukuzumuremyi arrived at 400 Sunhill Road and spoke to Tychicus Brown who stated that he heard about 6 to 9 shots being fired in the area and observed a gray newer year Chrysler 300 driving south on SunHill Road NW . He stated that he believed that this vehicle was the source of the gunfire. He stated that the vehicle traveled to 25th Avenue NW turned left and then backed up.

Tyricus Brown stated that the vehicle left traveling Sunhill Road towards the direction of Carson Road. Deputy Dukuzumuremyi observed a rear window at this location to be damaged by a bullet. The bullet traveled through a window pane and wood window frame. The bullet then traveled into an interior wall with no further penetration into other walls of the house. There was no shell casings founded near 400 Sunhill Road NW. There was no injuries during this incident. Deputy Moore was notified of this incident.

REPORTING OFFICER:

299 Dukuzumuremyi

DATE

03/13/2023

REVIEWED BY

Jefferson County Sheriff's Office

FIELD INCIDENT OFFENSE REPORT SUPP

CASE# 2023-00019766

2200 Reverend Abraham Woods Jr Blvd

Birmingham, AL 35203

EVENT	REPORTED DATE/TIME 03/14/2023 18:00	OCCURRED INCIDENT TYPE	
	OCCURRED FROM DATE/TIME	OCCURRED THRU DATE/TIME	LOCATION OF OCCURRENCE 333 25th AVE NW Center Point, AL

OFFENSES	STATUTE/DESCRIPTION	COURTS	ATTEMPT/COMMIT
	01 13A-11-61(b) DISCHARGE FIREARM INTO AN OCCUPIED DWELLING OR VEHICLE	1	Commit
	02 13A-7-22 CRIMINAL MISCHIEF 2ND > \$500 TO \$2,500 - PRIVATE PROPERTY	1	Commit

SUBJECT	JACKET/SUBJECT TYPE		NAME (LAST, FIRST, MIDDLE SUFFIX)					
	Adult	Victim	Brown , Tychicus Chamar					
	DOB		AGE or AGE RANGE		ADDRESS (STREET, CITY, STATE, ZIP)			
	11/12/1991		31		400 Sunhill RD NW Center Point, AL 35215			
	RACE		SEX	HEIGHT or RANGE		WEIGHT or RANGE	HAIR	EYE
	Black		Male	5'6 5'6		200 200	BLK	BRO
DL NUMBER/STATE		PRIMARY PHONE		PHONE #2		PHONE #3		
7993744 / AL		(205)563-0702						

SUBJECT	JACKET/SUBJECT TYPE		NAME (LAST, FIRST, MIDDLE SUFFIX)					
	Adult	Suspect	2023-00019766, UNK					
	DOB		AGE or AGE RANGE		ADDRESS (STREET, CITY, STATE, ZIP)			
	RACE		SEX	HEIGHT or RANGE		WEIGHT or RANGE	HAIR	EYE
DL NUMBER/STATE		PRIMARY PHONE		PHONE #2		PHONE #3		

SUBJECT	JACKET/SUBJECT TYPE		NAME (LAST, FIRST, MIDDLE SUFFIX)					
	DOB		AGE or AGE RANGE		ADDRESS (STREET, CITY, STATE, ZIP)			
	RACE		SEX	HEIGHT or RANGE		WEIGHT or RANGE	HAIR	EYE
	DL NUMBER/STATE		PRIMARY PHONE		PHONE #2		PHONE #3	

REPORTING OFFICER	DATE	REVIEWED BY
SGT. Merchant	03/14/2023	

Jefferson County Sheriff's Office**FIELD INCIDENT OFFENSE REPORT SUPP**CASE# **2023-00019766**

2200 Reverend Abraham Woods Jr Blvd

Birmingham, AL 35203

NARRATIVE

Adding to the report of shots fired in the area of 400 Sun Hill Road on the night of 3-13-23, Mayor Scott of Center Point on 3-14-23 informed the Jefferson County Sheriff's Office that these shots that were reported that night may have originated from 333 25th Ave NW. Mayor Scott stated that this location has got several reports of gun fire and other complaints criminal in nature. There were also pictures of cell casings and the location itself provided by Mayor Scott. Two calls from 400 Sun Hill Road, first one was about 22:43 and the other at 23:03. The second call was to report that the rear window of the home had been struck by a possible bullet. If the shots came from the information given by Mayor Scott, the location struck is in the line of fire from this location where the shots were said to have come from. Suspect vehicle was said to have been a possible gray Chrysler 300 that was seen leaving the location traveling Sun Hill Road back to Center Point Parkway. Damages to 400 Sun Hill Road were caught on deputies BWC, photos provided by Mayor Scott were also added to the case file on evidence.com.

REPORTING OFFICER

SGT. Merchant

DATE

03/14/2023

REVIEWED BY

RESOLUTION NO. _____

**A RESOLUTION TO CONTRACT WITH THE GREATER BIRMINGHAM
HUMANE SOCIETY FOR ANIMAL CONTROL AND POUND SERVICES**

WHEREAS, on November 2021, the Jefferson County Commission issued an Invitation to Bid No. 7-22 (“ITB”) on behalf of the Purchasing Association of Central Alabama (“PACA”) and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, on February 2022, Jefferson County awarded the bid pursuant to the ITB No. 7-22 as amended, to The Greater Birmingham Humane Society, Inc. (“GBHS”); and

WHEREAS, the Services, defined herein, to be performed under the ITB may be performed by a subcontractor of the GBHS which The Greater Birmingham Humane Society Animal Care and Control is, LLC (“Vendor”); and

WHEREAS, the City of ____ Center Point _____ (“City”), as a Member of PACA, is entitled to enter into an Agreement for Animal Control Services as set out in the ITB (the “Services”); and

WHEREAS, the ITB includes pound services to be paid on a pro rata basis to Jefferson County (the “Pound Services”) but does not include animal control field services for municipalities with a population over 5,000 pursuant to the Code of Alabama 1975, Section Title 3-7A-7; and

WHEREAS, the City desires to retain GBHS to perform Services, excluding where applicable Pound Services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City:

Section 1. Recitals. The foregoing Recitals are incorporated herein by reference and form an integral part of this Resolution.

Section 2. Invitation to Bid 7-22. GBHS has acknowledged that the terms of the ITB are hereby offered to the City and shall be incorporated into the provision of Services provided for in this resolution.

Section 3. Public Purpose. The Council does hereby ascertain, determine, declare, and find that GBHS provision of the Services and entering into an agreement as provided in Section 5 will serve a public purpose and is necessary and desirable, and in the best interest of the City and the health, safety, and welfare of its inhabitants, by allowing for the humane control and care of animals in the City and access to pound facilities. The Council finds that the above-cited items constitute important public benefits to the City and its citizens.

Section 4. Approval to Perform the Services. GBHS submitted a “Price Sheet” in response to the ITB, which is attached as Exhibit “A” hereto and incorporated by reference as if set out fully herein, (the “Price Sheet”) and the Council hereby approves and authorizes GBHS to

perform the Services as set out in the ITB in the City and the City shall pay GBHS the cost not to exceed the amounts set forth in the Price Sheet, excluding where applicable Pound Services paid pro-rata to Jefferson County, as provided in the ITB.

Section 5. Agreement for Services. The Price Sheet sets forth the prices for the Services to be performed by GBHS in the City. The Mayor of the City is hereby authorized and directed to negotiate with GBHS on behalf of the City and execute and deliver on behalf of the City an agreement in substantially the form set forth in Exhibit “B”, with such changes or additions to such agreement as the Mayor of the City shall approve, which approval shall be conclusively evidenced by his or her execution of the agreement and attestation by the City Clerk.

Section 6. Approved Subcontractor. Vendor was expressly incorporated into the response to the ITB to perform services for GBHS as a subcontractor. Vendor, as a subcontractor, is hereby approved to perform all or a portion of the Services for the City.

Section 7. Other Necessary Action. The officers and staff of the Council and Mayor are hereby authorized to take such other action as may be necessary or desirable to carry out the provisions of this resolution.

Section 8. Relationship. GBHS is an independent contractor of the City. This resolution does not create any partnership, joint venture, or principal-agent relationship between the City and GBHS. Further, the City retains no control or authority with respect to its means and methods in which GBHS (or any of its employees, subcontractors, or representatives) performs the Services.

Section 9. Provisions of Resolution a Contract. The terms, provisions and conditions set forth in this resolution constitute a contract between the City and GBHS conferring all necessary legal authority for GBHS to perform the Services in the City and shall remain in effect until an agreement is executed in accordance with Section 5 of this resolution or one year, whichever is earlier.

Section 10. Severability. If any provision in this resolution shall be invalid, illegal, or enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ADOPTED AND APPROVED this the ____ day of _____, 20____.

President - City Council

ATTEST:

City Clerk

ACTION BY MAYOR

APPROVED this the ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

EXHIBIT B

[FORM OF]

**Animal Control Services
Fee for Service Contract**

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between the City of _____, (hereinafter “City”) and The Greater Birmingham Humane Society, Inc. (hereinafter “Vendor”).

WHEREAS, on November 2021, the Jefferson County Commission issued an Invitation to Bid No. 7-22 (“ITB”) on behalf of the Purchasing Association of Central Alabama (“PACA”) and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, on February 2022, Jefferson County awarded the bid pursuant to the ITB No. 7-22, as amended, to The Greater Birmingham Humane Society, Inc.; and

WHEREAS, the Services, defined herein, to be performed under the ITB may be performed by a sub-Contractor of the GBHS which The Greater Birmingham Humane Society Animal Care and Control is, LLC; and

WHEREAS, the City, as a Member of PACA, is entitled to enter into an Agreement with for Animal Control Services as set out in the ITB (the “Services”); and

WHEREAS, the ITB includes pound services to be paid on a pro-rata basis to Jefferson County (the “Pound Services”) but does not include animal control field services for municipalities with a population over 5,000 pursuant to the Code of Alabama 1975, Section Title 3-7A-7; and

WHEREAS, the City desires to Contract for Services, excluding where applicable Pound Services, on a fee for service basis; and

WHEREAS, the Vendor desires to furnish said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. ENGAGEMENT OF VENDOR: The City hereto agrees to engage the Vendor and the Vendor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICE: This contract results from the ITB. The terms of which are included herein by reference. The City desires to enter into a contract with the Vendor to provide the Services, excluding where applicable Pound Services, on a fee for services basis as described in the ITB and attached Price Sheet.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: This contract is for the earlier of one (1) year or until _____, 20____, effective upon signatures of the below designated officials, and shall continue in effect unless termination notice is given as herein provided.

a. This term is subject to a sixty (60) day cancellation by either party for any reason, so long as proper notice is sent to the addresses as provided under Number 13 “Notices” of this Agreement.

b. Vendor shall provide at least a thirty (30) day notification of change to any hourly rate or boarding fee. Should a rate change occur, and municipal funding is lacking, the City shall be permitted to terminate all services on the thirtieth day following the notification of a rate change.

4. COMPENSATION: The Vendor shall be compensated for services rendered, excluding where applicable Pound Services paid pro-rata to Jefferson County, as shown on the Price Sheet attached as Exhibit “A”. With respect to Animal Control Field Services, Vendor will provide those services at **\$41 per hour for 6 hours per week**. Vendor will invoice the City for the Services including basic monthly charge, veterinary fees, and animal care fees no later than ten (10) days after the beginning of each month for the preceding month. City shall reimburse Vendor for invoiced services in a timely manner, not to exceed fourteen (14) days following receipt.

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the City. The City hereby approves all sub-Contractors included in the Vendor’s response to the ITB. Should the City authorize Vendor to subcontract (assign) any portion of this contract, Vendor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Vendor must maintain a continuous effective business relationship with the sub-Contractor(s) including, but not limited to, regular payment of all monies owed to any sub-Contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered to the City in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama.

7. STATEMENT OF CONFIDENTIALITY: Vendor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

8. INDEPENDENT CONTRACTOR: The Vendor acknowledges and understands that the performance of this contract is as an Independent Contractor and as such, the Vendor is

obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the City will not be obligated for same under this contract.

9. NON-DISCRIMINATION POLICY: The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status, pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 1981, 1983, 1986 and all amendments thereto relevant to discriminatory employment practices. The Vendor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. In the event of Vendor's non-compliance with the equal opportunity clause of this contract, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts. This paragraph must also be included in any subcontract or purchase order by Vendor on behalf of the City. Vendor agrees to furnish to the City, upon request, reports, notices, policies and/or information certifying compliance with this policy.

10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Vendor shall furnish the City with information required for Form 1099 reporting and other pertinent data required by law.

11. TERMINATION OF CONTRACT: This contract may be terminated by the City with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the City shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Vendor of any liability to the City for damages sustained by virtue of a breach by the Vendor.

12. LIABILITY: The Vendor will indemnify and hold harmless the City, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Vendor, its agents, sub-Contractors or employees under this contract. The City agrees, to the extent allowed by law, to indemnify and save harmless the Vendor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services unless negligence is found on part of Vendor.

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

City of _____

The Greater Birmingham Humane Society, Inc.
300 Snow Drive
Birmingham, AL 35209

14. AMENDMENT OF AGREEMENT: This contract contains the entire understanding of the parties, does not change any term or provision of the contract and shall be valid or binding unless so amended by written instrument which has been executed or approved by the City. Any such amendment shall be attached to and made a part of this contract. A written request must be made to the City and an amended agreement will be executed.

15. INSURANCE: Vendor will maintain such insurance as required in the ITB and as will protect him and the City from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent upon request.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend the City, its elected officers and employees, and agents (hereinafter referred to in this paragraph collectively as "City"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon the City because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of integrator, its employees, agents, representatives, or sub-Vendors, their employees, agents or representative in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the company and/or its sub-Vendors or claims under similar such laws or obligations. Company obligation under this Section shall not extent to any liability caused by the sole negligence of the City, or its employees. Before beginning work, contract party shall file with the City a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must have in effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; and 3) Worker's Compensation and Employer's Liability.

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting

party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

18. COMPLETE CONTRACT: The above seventeen paragraphs or sections constitute the entire agreement. Any amendments or extensions must be made in accordance with the provisions stated herein.

THE GREATER BIRMINGHAM
HUMANE SOCIETY ANIMAL
CARE & CONTROL, LLC

Signature

Print

Title

CITY OF _____
A Municipal Corporation

Signature

MAYOR

Date

ATTEST:

CITY CLERK

Greater Birmingham Humane Society Animal Control and Pound Services Price Sheet

1 Patrol /Pound Services		
A. Price per ACO Vehicle	\$41.00	per Hour
B. Price per ACO After-hours rounded to the nearest half hour minimum of a half hour	\$61.50	per Hour
C. Pound Services (Prorated fee depending on usage)	\$375.36	per Month
2 Animal Boarding		
A Dog or Cat (regular stray hold will be 7 days)	\$ 7.75	per day
B Quarantined (hold will be 10 days)	\$ 9.75	per day
C Livestock (regular stray hold will be 30 days)	\$ 29.00	per day
D Pocket Pet	\$ 28.00	per day
E Preventative Vaccines	\$ 17.00	total cost
F Emergency Medical Care	cost + %10	per pet
3 Euthanasia Service		
A Euthanasia	\$ 10.50	per animal
4 Pricing for Animals Seized Under the Authority of the Pet Protection Act		
A Boarding (unlimited days till court release)	\$ 8.00	per day
B Dangerous Dog Boarding (dog is seized on dangerous dog investigation)	\$ 30.00	per day
C Medical Care	cost + %10	per month
D Emergency Medical Care	cost + %10	pet pet
E Preventative Vaccines	\$ 17.00	per pet
5 Rabies Test Preparation		
A Office Bring In	\$ 40.00	per animal
B Field Pick Up	\$ 50.00	per animal
C Animals other than Dogs/Cats	\$ 50.00	per animal
6 Law Enforcement Requested Service Not Mandated by Law or Local Ordinance		
A Boarding	\$ 28.00	per day
B Emergency Medical Care	cost + %10	pet pet
7 Medical Services		
A Rabies Vaccine	\$ 10.00	per animal
B Preventative Vaccines	\$ 17.00	per animal
C Microchip	\$ 20.00	per animal
8 TNR Only (trap neuter release)		
A Neuter/Spay	\$ 35.00	per animal
B Rabies Vaccine	\$ 10.00	per animal
C Preventative Vaccines	\$ 17.00	per animal
C Microchip	\$ 20.00	per animal

Total Assessment Cost Public Nuisance

ABATEMENT LIST 1 & 2		
ADDRESS	DESCRIPTION	PRICE
421 Tupelo Rd	Trash	\$144.83
444 Tupelo Way	Trash, Illegal dumping	\$134.29
2305 3rd Pl NW	Trash	\$144.83
2120 5th Pl NW	Trash, Tree limbs	\$534.81
1415 4th Way NW	Trash	\$165.91
508 26th Ave NW	Trash	\$188.21
1516 2nd Pl NW	Trash	\$1,052.50
2100 2nd St NW	Trash	\$177.24
205 Sun Valley Rd	Trash bags	\$140.80
2233 5th St NE	Mattress Set	\$168.29
324 24th Ave NE	Trash, Chair	\$173.29
2249 6th St NE	Trash, Tree limbs	\$500.33
511 Karey Dr NE	Trash, Tree limbs	\$385.33
2805 10th Street NE	Grass	\$117.30
436 Woodland Ct NE	Grass	\$146.42
317 20th Ave NE	Trash	\$221.78
1829 6th Street NW	Grass	\$147.64
1604 1ST NE	Trash	\$184.19
213 22ND AVE NW	Tree limbs	\$174.19
1732 6th ST NW	Trash	\$185.31
1747 6th ST NW	Trash	\$195.31

RESOLUTION NO 2023-24

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 205 Sun Valley Road, Center Point, Alabama, is ARMANDO FLORES and ADA GRACIELA TORRES, as recorded as Instrument Number 2020069817, more particularly described as:

Lot 8, Block 1, according to the Survey of Sun Valley, as recorded in Map Book 34,
Page 80, in the Probate Office of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 13th day of March, 2023, at a cost fixed by the Center Point in the amount of \$140.80 plus court cost in the amount of \$19.00, for a total cost of \$159.80; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 13th day of March, 2023, for property located at 205 Sun Valley Road, Center Point, Alabama, as recorded at Instrument Number 2020069817 be, and is hereby, fixed at \$140.80.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$159.80 against the property at Instrument Number 2020069817.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Eboney Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-25

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 324 24th Avenue NE, Center Point, Alabama, is CANETHA WHEELER LOVELL, as recorded in Instrument Number 2018069858, more particularly described as:

The South 90.5 feet of Lot 5, according to the Survey of Bagley's Addition to Center Point, as recorded in Map Book 40, page 3, in the Office of the Judge of Probate of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 8th day of March, 2023, at a cost fixed by the Center Point in the amount of \$173.29 plus court cost in the amount of \$19.00, for a total cost of \$192.29; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 8th day of March, 2023, for property located at 324 24th Avenue NE, Center Point, Alabama, as recorded in Instrument Number Book 2018069858 be, and is hereby, fixed at \$173.29.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$192.29 against the property in Instrument Number 2018069858.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Eboney Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-26

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 421 Tupelo Road, Center Point, Alabama, is VANILLA BOX, LLC, a Delaware limited liability company as recorded in Instrument Number 2017112068, more particularly described as:

Lot 8, Block 4, according to the map and survey of Sun Valley First Addition as recorded in Map Book 35, Page 90, in the Probate Office of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 7th day of March, 2023, at a cost fixed by the Center Point in the amount of \$144.83 plus court cost in the amount of \$19.00, for a total cost of \$163.83; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 7th day of March, 2023, for property located at 421 Tupelo Road, Center Point, Alabama, as recorded in Instrument Number 2017112068 be, and is hereby, fixed at \$144.83.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$163.83 against the property in Instrument Number 2017112068.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Ebonee Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-27

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 444 Tupelo Way, Center Point, Alabama, is LEONARD MAHAND and SHELIA D. MAHAND, as recorded in Instrument Number 2017103605, more particularly described as:

Lot 23, Block 5, according to the survey of Sun Valley, as recorded in Map Book 34, Page 80, in the Probate Office of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 7th day of March, 2023, at a cost fixed by the Center Point in the amount of \$134.29 plus court cost in the amount of \$19.00, for a total cost of \$153.29; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 7th day of March, 2023, for property located at 444 Tupelo Way, Center Point, Alabama, as recorded in Instrument Number 2017103605 be, and is hereby, fixed at \$134.29.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$153.29 against the property in Instrument Number 2017103605.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Ebonee Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-28

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 511 Karey Drive NE, Center Point, Alabama, is TINA D. BELL-WALLACE and CHARLES F. WALLACE, JR., as recorded in Deed Book 201005, Page 18316, more particularly described as:

Lot 4, Block 2, according to the survey of Fisher Lake Estates, as recorded in Map Book 81, Page 33, in the Probate Office of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 13th day of March, 2023, at a cost fixed by the Center Point in the amount of \$385.33 plus court cost in the amount of \$19.00, for a total cost of \$404.33; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 13th day of March, 2023, for property located at 511 Karey Drive NE, Center Point, Alabama, as recorded at Deed Book 201005, Page 18316 be, and is hereby, fixed at \$385.33.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$404.33 against the property at Deed Book 201005, Page 18316.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Ebonee Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-29

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 1415 4th Way NW, Center Point, Alabama, is REX RESIDENTIAL PROPERTY OWNER, LLC, as recorded in Instrument Number 2018103113, more particularly described as:

Lot 20, in Block 7, according to the map of Windsor Forest Estates, 5th Sector,
as recorded in Map Book 76, Page 18, in the Probate Office of Jefferson
County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 7th day of March, 2023, at a cost fixed by the Center Point in the amount of \$165.91 plus court cost in the amount of \$19.00, for a total cost of \$184.91; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 7th day of March, 2023, for property located at 1415 4th Way NW, Center Point, Alabama, as recorded in Instrument Number 2018103113 be, and is hereby, fixed at \$165.91.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$184.91 against the property at Instrument Number 2018103113.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Ebonee Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-30

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 2100 2nd Street NW, Center Point, Alabama, is JASON M. BROOKS, as recorded in Deed Book 200665, Page 17244, more particularly described as:

Lot 16, Block 2, according to the survey of Sun Valley, as recorded in Map Book 34, Page 80, in the Office of the Judge of Probate of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 9th day of March, 2023, at a cost fixed by the Center Point in the amount of \$177.24 plus court cost in the amount of \$19.00, for a total cost of \$196.24; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 9th day of March, 2023, for property located at 2100 2nd Street NW, Center Point, Alabama, as recorded at Deed Book 200665, Page 17244 be, and is hereby, fixed at \$177.24.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$196.24 against the property at Deed Book 200665, Page 17244.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Eboney Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-31

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 1516 2nd Place NW, Center Point, Alabama, is CAROL PADGETT, as recorded in Instrument Number 2022078160, more particularly described as:

Lot 44, according to the survey of Reese-King Subdivision of Forest Acres,
as Recorded in Map Book 44, Page 56, in the Probate Office of Jefferson
County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 9th day of March, 2023, at a cost fixed by the Center Point in the amount of \$1,052.50 plus court cost in the amount of \$19.00, for a total cost of \$1,071.50; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 9th day of March, 2023, for property located at 1516 2nd Place NW, Center Point, Alabama, as recorded at Instrument Number 2022078160 be, and is hereby, fixed at \$1,052.50.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$1071.50 against the property at Instrument Number 2022078160.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Eboney Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-32

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 2120 5th Place NW, Center Point, Alabama, is IMAX MARKETING, LLC, as recorded in Instrument Number 2018077444, more particularly described as:

Lot 39, according to the map and survey of 4th Addition to Sun Valley, as recorded in Map Book 47, Page 71, in the Probate Office of Jefferson County, Alabama.

ALSO that portion of Lot 36, 4th Addition to Sun Valley, as recorded in Map Book 47, at Page 71, in the Probate Office of Jefferson County, Alabama described as follows: Begin at the Northeast corner of said Lot 36; thence South along the East line of said Lot 36, for 50 feet; thence angle right 154 degrees 57 minutes for 66.57 feet to a point on the North line of said Lot 36; thence angle right 135 degrees 05 minutes along said North line of said Lot 36 for 30 feet to the Point of Beginning.

ALSO, that portion of Lot 37, 4th Addition to Sun Valley, as recorded in Map Book 47, at Page 71 in the Probate Office of Jefferson County, Alabama described as follow: Begin at the most Easterly corner of said Lot 37 thence South along the East line of said Lot 37 for 60.00 feet; thence angle right 110 degrees 02 minutes along the Southwest line of said Lot 37 for 30 feet; thence angle right 99 degrees 29 minutes for 57.18 feet to the point of beginning.

All being situated in Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 7th day of March, 2023, at a cost fixed by the Center Point in the amount of \$534.81 plus court cost in the amount of \$22.00, for a total cost of \$556.81; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 7th day of March, 2023, for property located at 2120 5th Place NW, Center Point, Alabama, as recorded at Instrument Number 2018077444 be, and is hereby, fixed at \$534.81.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$556.81 against the property at Instrument Number 2018077444.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Eboney Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-33

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 2233 5th Street NE, Center Point, Alabama, is LA HABRA COMPACT DISC INC., as recorded in Instrument Number 2018130694, more particularly described as:

Lot 9, according to the Survey of First Addition to Morningside, as recorded in Map Book 42, Page 65, in the Probate Office of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 8th day of March, 2023, at a cost fixed by the Center Point in the amount of \$168.29 plus court cost in the amount of \$19.00, for a total cost of \$187.29; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 8th day of March, 2023, for property located at 2233 5th Street NE, Center Point, Alabama, as recorded at Instrument Number 2018130694 be, and is hereby, fixed at \$168.29.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$187.29 against the property at Instrument Number 2018130694.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Ebonee Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-34

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, *CODE OF ALABAMA 1975***

WHEREAS, the person last assessed for the property taxes at the address of 2249 6th Street NE, Center Point, Alabama, is DAVID LAMAR PEARSON, as recorded in Deed Book 4077, Page 385, more particularly described as:

Lot 2, Block 1, according to the Survey of Centerwood Estates, as
recorded in Map Book 40, Page 86, in the Probate Office of
Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 16th day of March, 2023, at a cost fixed by the Center Point in the amount of \$500.33 plus court cost in the amount of \$19.00, for a total cost of \$519.33; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 16th day of March, 2023, for property located at 2249 6th Street NE, Center Point, Alabama, as recorded at Deed Book 4077, Page 385 be, and is hereby, fixed at \$500.33.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$519.33 against the property at Deed Book 4077, Page 385.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Eboney Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NO. 2023-35

**RESOLUTION AUTHORIZING THE FILING OF A LIEN PURSUANT TO
CHAPTER 22, ARTICLE IV, DIVISION 3 OF THE CENTER POINT CODE AND
SECTION 11-47-140, CODE OF ALABAMA 1975**

WHEREAS, the person last assessed for the property taxes at the address of 2305 3rd Place NW, Center Point, Alabama, is REVEN HOUSING ALABAMA, LLC, as recorded in Instrument Number 2017039165, more particularly described as:

Lot 12, Block 1, according to the Survey of Third Addition to Sun Valley, as recorded in Map Book 41, Page 9, in the Probate Office of Jefferson County, Alabama.

WHEREAS, the City of Center Point, pursuant to Chapter 22, Article IV, Division 3 of the Center Point Code (the "Abatement Ordinance"), provided clean-up and/or weed and grass cutting at the above property on the 7th day of March, 2023, at a cost fixed by the Center Point in the amount of \$144.83 plus court cost in the amount of \$19.00, for a total cost of \$163.83; and,

WHEREAS, an itemized statement of such costs was mailed by first class mail to the last known address of the owner, occupant, agent, lessee of the property; and

WHEREAS, the Abatement Ordinance and Section 11-47-140, *Code of Alabama 1975*, authorized the City to do such work at the expense of the owner and the same to be a lien on the property to be collected as any other debts are collected or liens enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the cost of the clean-up and/or weed and grass cutting services rendered by the Center Point on the 7th day of March, 2023, for property located at 2305 3rd Place NW, Center Point, Alabama, as recorded at Instrument Number 2017039165 be, and is hereby, fixed at \$144.83.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF CENTER POINT that the City Clerk is authorized to file a certified copy of this resolution in the Office of the Probate Judge of Jefferson County and shall constitute a lien in the amount of \$163.83 against the property at Instrument Number 2017039165.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Eboney Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____
Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the ____ day of _____, 2023.

Witness my hand and seal of office this _____, 2023.

Tameeka Vann, Clerk

RESOLUTION NUMBER: 2023-38

A RESOLUTION APPROVING THE ADVANCING OF TRAVEL EXPENSES FOR VARIOUS CITY OFFICIALS

WHEREAS, the City Council and the Mayor of the City of Center Point, Alabama find and determine that the educational opportunities offered for city employees and officials are beneficial to the City and assist the City's Officials in keeping abreast of pertinent issues related to Municipal operations; and

WHEREAS, the following City Official has submitted requests for authorization to attend a conference for approval of the following anticipated Travel/Convention Expenses, over the duration of the Conference:

(a).	Mayor Scott	\$177.00 (Meals)
(b).	Tameeka Vann	\$177.00 (Meals)
(c).	Nya Montgomery	\$310.50 (Meals)
(d).	Shameika Coleman	\$172.50 (Meals)
(e).	Ben Gordon	\$172.50 (Meals) \$372.83 (Mileage)

WHEREAS, the foregoing considered, the City Council and the Mayor of the City of Center Point, Alabama find and determine that the Costs estimated by the anticipated Attendees of the Educational Conference are beneficial to the development and growth of elected officials and employees. The council deem it is prudent to use U.S. General Services Administration (GSA) per diem guidelines for the ultimate determination of advancement of expenses; that the payment of such Costs is a wise and beneficial use of City resources; and that the advancing of such Costs is appropriate, just to subsequent determination and reconciliation of

BE IT THEREFORE RESOLVED by the City Council of the City of Center Point; Alabama as follows:

- (1). The City Council of the City of Center Point, Alabama hereby authorizes and directs the Mayor and/or City Clerk to cause to be issued and disbursed to the City Official named herein, the sums requested by them to be advanced as Travel and Conference Expenses for attendance at the various conference.

- (2). Moreover, the City Council of the City of Center Point, Alabama hereby directs that, following the conference the City Clerk shall collect from Attendees Receipts and other appropriate documentation for reconciliation and determination of ‘Actual Expenditures’.

DONE and ADOPTED on this 16 nd Day of March 2023.

D. M. Collins, Council President

Glenn Williams, Sr., Council Member

Tiffany Moore, Council Member

Sharon Jones, Council Member

Ebonee Copeland, Council Member

APPROVED, this _____ Day of _____

20____.

Bobby Scott, Mayor

ATTEST:

TAMEEKA VANN, CITY CLERK

Fair Housing Month Proclamation

WHEREAS, April 11, 2023, marks the 55th anniversary of the passage of the Fair Housing Act, which enunciates a national policy of fair housing for all who live in the United States, and

WHEREAS, The Fair Housing Act prohibits discrimination based on race, color, religion, sex, handicap, familial status and national origin, and

WHEREAS, fair housing is a positive community good; and

WHEREAS, economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, Fair Housing is integral to the ethical commitment of members of the National Association of REALTORS® and the Birmingham Association of REALTORS® and is critical to the ability of all real estate professionals to serve their clients, customers and communities; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

THEREFORE, We the City Council of the City of Center Point, Alabama do hereby proclaim the month of April, 2023 as “FAIR HOUSING MONTH” in Center Point to establish Center Point as an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of Center Point.

ADOPTED this the ____ day of _____, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

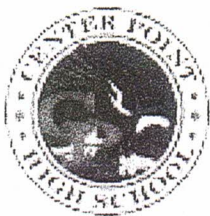
Ebonee Copeland, Council Member – Place 5

APPROVED this ____ day of _____, 2023.

Bobby Scott, Mayor

ATTESTED: _____

Tameeka Vann, City Clerk



CENTER POINT HIGH SCHOOL

1000 EAGLE DRIVE
CENTER POINT, ALABAMA 35215
TELEPHONE (205) 379-3400

Dr. Terrell Brown
PRINCIPAL

March 23, 2023

The City of Center Point, Alabama
Mayor Bobby Scott
2209 Center Point Parkway
Center Point, AL 35215

Dear Mayor Scott:

I would like to request that the City of Center Point Public Works Horticulture Department mow the fields of the Erwin Middle School Baseball and Softball stadiums. Both Dr. Angela Bush, Principal of Erwin Middle School, and I are requesting that this be done on a bi-weekly basis from February through August for the remainder of this year and the upcoming year.

Your help as well as the help of the City Point City Council is needed in order to maintain the appearance, and most importantly, the function of each field so that our students can continue to participate in their sports program. These sports programs contribute greatly to the students' educational experience, social skills, and mental health wellness. Therefore, your assistance with lawn and field mowing will be greatly appreciated.

Thank you in advance for any contributions that your office and the city council can make.

Respectfully,

Dr. Terrell Brown
Principal
Center Point High School

Dr. Angela Bush
Principal
Erwin Middle School

RESOLUTION NO. _____

**A RESOLUTION TO AWARD THE BID FOR DEMOLITION AND
DEBRIS REMOVAL SERVICES**

Section 1. Findings. That the City Council (the “Council”) of the City of Center Point, Alabama (the “City”), has found and ascertained and does hereby declare as follows:

(a) On February 2, 2023, the City issued an Invitation to Bid (the “ITB”) seeking the lowest responsive and responsible bids for demolition of four (4) nuisance structures on private property (the “Project”); and

(b) The City opened sealed bids in public on March 21, 2023, at 2:00 P.M. CST, and officials and employees of the City evaluated the bids based on the criteria set forth in the ITB to obtain the lowest price to complete the Project; and

(c) Two (2) bids were received and officials and employees evaluated the bids and found the price from Eminent Development Corp. to be the lowest price, responsive and responsible bids; and

(d) It is therefore necessary and desirable, and in the best interest of the City and the health, safety and welfare of its inhabitants, for the Council to accept a bid for the Project and negotiate a contract with the lowest price, responsive and responsible bidder.

Section 2. Bid Award. The Council finds that the lowest responsive and responsible bid in response to the City’s ITB was submitted by Eminent Development Corp. (hereinafter the “Contractor”). That bid was lowest responsive and responsible bid as shown on the bid proposal forms attached hereto and incorporated by reference as if set out fully herein. The Council hereby accepts the following two (2) bids from Contractor contingent upon the approval of a final contract for services by the Council:

PROPERTY ADDRESS	PRICE
520 Sunhill Road.	\$7,984
1816 1 st Street NE.	\$7,984
TOTAL	\$15,968

Section 3. Unawarded Bids. Prior to the award of bids, two (2) property owners expressed their intent to demolish or remediate the nuisance structures on their property, therefore demolition of structures located at 2805 9th Street NE and 417 Kim Drive by the City is not necessary at this time.

Section 4. Negotiation of Contract. The Mayor is hereby authorized and directed to negotiate a contract with the Contractor for the Project on the terms in the ITB and based on pricing in the Contractor’s bid accepted by the Council and to take such other action as may be necessary or desirable to carry out the provisions of this resolution.

Section 5. Other Necessary Action. The officers and staff of the Council and Mayor are hereby authorized to take such other action as may be necessary or desirable to carry out the provisions of this resolution.

Section 6. Relationship. The Contractor shall be an independent contractor of the City. This resolution does not create any partnership, joint venture or principal-agent relationship between the City and Contractor. Further, the City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees, subcontractors, or representatives) performs the Contractor's work.

ADOPTED this the 6th day of April, 2023.

D. M. Collins, Council President – Place 1

Glenn Williams, Sr., Council Member – Place 2

Tiffany Moore, Council Member – Place 3

Sharon Jones, Council Member – Place 4

Ebonee Copeland, Council Member – Place 5

APPROVED this ____ day of April, 2023.

Bobby Scott, Mayor

ATTESTED:

Tameeka Vann, City Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tameeka Vann, Clerk of Center Point, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of Center Point, Alabama, on the 6th day of April, 2023.

Witness my hand and seal of office this April ___, 2023.

Tameeka Vann, Clerk



Marshall

Renovations & Construction

INVOICE

205-913-6105
mrc@marshallhomedesigns.com
[ns.com](http://marshallhomedesigns.com)

Client: William
Project Title: Senior Citizen Center
Project Description: Bridge Repair
Terms: 14 Days

Description	Cost
Labor	\$43,100.00
- Demo existing hand rails and deck boards	
- Install new deck boards and hand rails (Re-Install metal grid along hand rails.)	
Materials & Equipment	\$20,000.00
TOTAL	\$63,100.00

Thank you for your business. It has been a pleasure to assist you.

Sincerely yours,

DeArron Marshall

Quote Does not include pressure washing,
Water sealing the wood, remove +
replace outside double hand,
repair cross beam, or remove
Wire balusters.

Requested by Glen Williams

SECOND GENERATION**MASONRY**

7615 Parkway Dr
Leeds, AL 35094 US
205-615-0428
budgeting2ndgenmasonry@gmail.
com

ADDRESS

BOBBY SCOTT MAYOR

Does not include remove +
replace outside double hand,
+ remove + install balusters
Requested by
Glen Williams

Estimate 1763**DATE 04/03/2023**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		JOB: CENTER POINT PARK ESTIMATE TO CLEAN, REPAIR/ REPLACE WOODEN BRIDGE STRUCTURES. 335 Polly Reed Road Center Point AL 35215			
	Services	DEBRIS REMOVAL OF BRIDGE STRUCTURES	1	7,000.00	7,000.00
	Services	PRESSURE WASHING AND WEATHER PROOFING	1	2,800.00	2,800.00
	Services	REMOVE AND REBUILD SEAT @ SITTING AREA	1	1,000.00	1,000.00
	Services	REPLACE THE 6x6 LOAD MAIN BEAM	1	500.00	500.00

Management/Accounting- (Lori Moore) 205-615-0428
Bid Coordinator- (Raymond Moore) 206-565-4334
Owner- (Erik Medrano) 425-802-1197
Owner- (Jesse Medrano) 205-593-3541

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	REMOVE AND REPLACE WITH NEW LOWER AND UPPER HANDRAILS AND METAL CENTER SAFETY RAILS	1	4,200.00	4,200.00
	Services	REPLACE ALL 2x6 FLOOR BOARDS AND WILL REPLACE THE JOIST THAT NEED REPLACEMENTS AS WELL	1	10,000.00	10,000.00
	Services	DIGGING OUT AROUND END CAPS AND REPLACE BEFORE INFILLING	1	3,800.00	3,800.00
	Services	MATERIAL COST	1	23,050.00	23,050.00

We appreciate your business and look forward to helping you again soon.

TOTAL	\$52,350.00
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Accepted By

Accepted Date

Management/Accounting- (Lori Moore) 205-615-0428
 Bid Coordinator- (Raymond Moore) 206-565-4334
 Owner- (Erik Medrano) 425-802-1197
 Owner- (Jesse Medrano) 205-593-3541

TNZ Construction LLC.

Phone: 205-243-7996

Web: www.1TNZ.com

Email: 1TNZCompany@gmail.com

Labor Cost for demolition depose & Rebuild.

(Labor cost)

2 Long bridge repair

(Remove all 2 x 6 floorboards) And outside double bands

NOT FLOOR JOIST (but only if needed). Remove all upper & lower handrail & balusters and **depose of off-site.**

Rebuild all outside double band, all 2 x 6 floorboards & upper and lower handrails & reinstall center wire safety rails **pressure wash before reinstall.** Rebuild all 4x6's Repair some 6x6 cross beam @ install all have 1/2" galvanized lag bolts.

Note: Labor Cost: Also includes pressure washing all mildew off of existing structure.

&

Installing water sealant on the bridge for long time protection.

Note: Myself and

Mr. Councilman Williams did a final walk on the on both bridges and see additional repair(s) that be repaired during construction.

Length of bridge

532 ft x \$81 per ft

= Labor Cost Only (\$43,092)

Material cost & Delivery \$33,000

Note: Material cost is subject to change.

Requested by Glen Williams

Reed Harvey Park | 1
Pond Bridge

Flowers Construction LLC

P.O. Box 3607
Hueytown, AL 35023
flowersconstructionllc@yahoo.com

Date: February 23, 2023

Project Proposal:

City of Center Point
Reed Harvey Park

Work Detail Description

1. Demo & dispose of (2) handrails - 532' long
2. Demo & dispose of 532' of 2x6 decking
3. Install 2x8 double band on both sides of outside bands - 532' each
4. Re-deck 532' of walkway
5. Re-build 532' x2 handrails with 4x6 posts & 2x6 top rails
6. Remove & reuse existing wire balusters - 532' x2
7. Replace 6x6 cross beams as needed (*price per replacement: \$700.00*)
8. Install new carriage bolts, nuts, and washers on handrail posts

*All decking and handrails to be installed with 3 1/2" deck screws

**Wire baluster will be pressure washed before reinstallation

Note: Any additional repair(s) or replacement(s) will be addressed as needed during construction. Cost will be determined at that time.

Total: \$59,500.00

Does not include pressure washing all areas that has algae

Please sign below in acceptance of this estimate.

X _____ Date _____

Requested by James Allender

Flowers Construction LLC P.O. Box 3607 Hueytown, AL 35023

TNZ Construction **LLC.**

Phone: 205-644-2696

Email: 1TNZcompany@gmail.com

(Labor Cost) Remove & reinstall all 2x6 floor boards only
(not floor joist)

Remove & install all upper & lower handrails & center
safety rails

Remove and install all 4x6 balusters with 1/2 hot dipped
galvanized Lag screws

Repair 1- 6x6 load main beam

dig out earth around end caps rebuild end caps & refill
earth

Remove & rebuild seat at sitting area
weather seal all new materials for exterior protection long
lasting life

Long bridge 6'x 520'

+

Single bridge 6'x20'

=

6' x 540'

x

\$25 per foot

Total Labor Cost \$13,500 Material cost \$18,500

Does not include outside double

*This is the original quote requested
by James Allinder*

Last Modified: 02/22/2023

BRIDGE ESTIMATE

Cahaba Roofing and Remodeling
 2121 Montevallo Road Southwest
 Birmingham, AL 35211
 southernhdtc@gmail.com
 (205) 310-1844

For: James Allinder

City of Center Point

Job Address: 533 Sunhill Road Northwest
 Center Point, AL 35215

Jallinder@centerpointal.org
 (205) 617-4123

Job Id 2302-4212746-02 Job Name Bridges Estimate # 0008

Estimate Amount \$54,097.00

Estimate Date 02/16/2023

#	Type	Name	(Price / Unit) x Qty	Line Total
1	MISC	Posts	(\$3,879.00 / Units) x 1.00	\$3,879.00
		Description: Remove & Replace up to 15 4x6 pressure treated post		
2	MISC	Deck Boards	(\$22,675.00 / Units) x 1.00	\$22,675.00
		Description: Remove and Replace approximately 500 2x6 deck boards with edges to be cut evenly		
3	MISC	Caps and Verticles	(\$5,229.00 / Units) x 1.00	\$5,229.00
		Description: Remove and Replace all damaged 2x8 cap boards and vertical bracing (up to 100)		
4	MISC	Cross Members	(\$4,291.00 / Units) x 1.00	\$4,291.00
		Description: Remove and Replace all damaged cross members with 6x6 pressure treated beams (up to 8)		
5	MISC	Pressure Wash	(\$5,523.00 / Units) x 1.00	\$5,523.00
		Description: Pressure wash all bridges on property		
6	MISC	Seal	(\$12,500.00 / Units) x 1.00	\$12,500.00

Description: Seal all decks on property. This process should protect the wood from the elements for approximately 5 years at which time another treatment should be applied. Floorboards will have non-slip grit added for fall protection.

Total \$54,097.00

*Does not include replacing
 outside double bands*

*This is the original quote requested by
 James Allinder*