

**JOINT MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT**

**CITY HALL COUNCIL CHAMBER (ROOM A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

OCTOBER 12, 2015, 7:00 P.M.

1. Approval of the minutes of the September 24, 2015 special meeting of the City Council.
2. Approval of the minutes of the September 28, 2015 regular meeting of the City Council.
3. Approval of the minutes of the October 7, 2015 special meeting and work session of the City Council.
4. Consideration: Resolution ratifying and adopting the fiscal 2016 budget of the Mountain Brook Emergency Communications District (as previously adopted by the Mountain Brook City Council upon its adoption of Ordinance 1938 on September 14, 2015).
5. Consideration: Resolution ratifying the transfer of \$275,000 from the Emergency Communications District operating fund to the City of Mountain Brook General Fund to reimburse the City for E911 dispatch labor costs and related supervision for the year October 1, 2014 through September 30, 2015.
6. Consideration: Resolution ratifying the [unbudgeted] transfer of \$75,000 from the General Fund to the Capital Projects Fund as of September 30, 2015.
7. Consideration: Resolution recommending to the State of ABC Board the issuance of a 020 – Restaurant Retail Liquor license to Sawtooth Cookhouse Crestline, LLC (trade name Miss Dots Crestline) located at 49 Church Street, 35213.
8. Consideration: Resolution removing elected officials of the City of Mountain Brook from the covered employee classification with respect to the City’s Local Government Health Insurance Plan (LGHIP) sponsored by the State Employees’ Insurance Board (SEIB).
9. Consideration: Resolution declaring certain property surplus and authorizing its sale at public Internet auction.
10. Consideration: Resolution accepting the professional services proposal submitted by Sain Associates for the design of a concrete traffic island for a pedestrian crossing at the intersection of North Woodridge Road at its intersection with South Brookwood Road.
11. Consideration: Ordinance providing for a stop sign on Randolph Road at its intersection with Fairway Drive and provide punishment for violations thereof.
12. Announcement: The next regular meeting of the City Council is October 26, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
13. Comments from residents.
14. Adjourn.

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
SEPTEMBER 24, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 5:00 p.m. on Thursday, the 24th day of September, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin, and Acting City Clerk Karen Fowler.

1. EXECUTIVE SESSION AND ADJOURNMENT

Council President Smith made a motion that the City Council convene in executive session to discuss a matter involving an ongoing real estate negotiation. The motion was seconded by Council member Pritchard. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall not reconvene upon conclusion of the executive session.

2. CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the special meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on September 24, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

Acting City Clerk

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 28, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 28th day of September, 2015. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

Also present were City Attorney Carl Johnson and City Clerk Steven Boone.

1. AGENDA

1. Status report regarding the roundabout project agreements with City of Birmingham and Alabama Department of Transportation (ALDOT) (Appendix 1).
2. Stop sign on Randolph Road at its intersection with Fairway Drive – Chief Ted Cook. (Notices will be mailed to area residents and the ordinance shall be considered for adoption on October 12, 2015.)
3. Left-turn arrow signal modification on Old Leeds Road at Crosshill Road – Richard Caudle of Sain Associates. (Motion No. 2015-137 was added to the formal agenda).
4. South Brookwood Road/North Woodridge Road improvements (Appendix 2).
 - a. Crosswalk at South Brookwood Road and North Woodridge Road – Richard Caudle.
 - b. Sidewalk improvements costs and options – Ronnie Vaughn.
 - c. Redo sidewalks and add additional guardrails on South Brookwood Road – Richard Caudle and Ronnie Vaughn.
 - The members of the City Council expressed general consensus with the 170' extension of the sidewalk on North Woodridge to Westbury Place by Public Works crews.
 - The members of the City Council expressed general consensus with the installation of a [painted] crosswalk and elevated triangular island at the intersection of South Brookwood Road at its intersection with North Woodridge.
 - The Public Works Superintendent shall obtain a professional services proposal from a civil engineer for consideration at a later date yet to be determined to: 1) design the elevated traffic island at the aforementioned crosswalk to be constructed by Public Works crews, and 2) to study the sidewalk, guardrail, drainage, and embankment issues along South Brookwood Road near Brookwood Forest Elementary.
5. Second floor Library carpet project (whether to outsource moving service) – Appendix 3.
 - Library staff shall determine whether outsourcing the shelving relocation/lift will favorably affect second floor carpet installation costs. If so, then City officials shall determine whether the carpet bid award (Resolution No. 2015-094) can be modified or whether rebidding will be necessary.

- The members of the City Council expressed general agreement with the Library proceeding with an invitation to bid with respect to the shelving relocation/lift.

6. Review and discussion of the 7 p.m. City Council formal meeting agenda topics.

2. ADJOURNMENT

Upon conclusion of the City Council's review of the formal [7 p.m.] agenda issues, Council President Pro-Tempore Pritchard adjourned the meeting.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on September 28, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
SEPTEMBER 28, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 28th day of September, 2015. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

Also present were City Attorney Carl Johnson and City Clerk Steven Boone.

The City Council President Pro Tempore stated that a quorum was present and that the meeting was open for the transaction of business

1. RECOGNITION OF GUESTS

The members of Class of 2015–2016 Leadership Mountain Brook (Exhibit 1) introduced themselves to the elected officials.

2. MOUNTAIN BROOK CHAMBER OF COMMERCE SEMI-ANNUAL REPORT PRESENTATION (APPENDIX 1)

3. CONSENT AGENDA

Council President Pro Tempore Pritchard announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the September 14, 2015 regular meeting of the City Council.

2015-133	Reject all bids with respect to the fire pumper bids opened on September 8, 2015	Exhibit 2, Appendix 2
2015-134	Appoint Sim W. Johnson to the Tree Commission (replacing Steve Bostock)	Exhibit 3, Appendix 3
2015-135	Authorize: 1) the suspension of deferred compensation deposits to selected third-party depositories, and 2) authorize the execution of the following: a) State of Alabama Deferred Compensation Plan Request for Admission as a Participating Employer, b) EmPower Retirement Plan Service Center Authorization Form, and c) EmPower Retirement Banking Change Request Form	Exhibit 4, Appendix 4
2015-136	Approve the conditional (service) use application of David Nguyen (Lovely Nails) located at 2709 Culver Road	Exhibit 5, Appendix 5

2015-137 Motion Authorize the City Manager to engage Stone & Sons Electrical Contractors to implement the traffic light modifications at the intersection of Old Leeds Road at Crosshill Road as recommended in the traffic study prepared by Skipper Consulting, Inc. in consideration of \$4,808.00 Appendix 6

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Pro Tempore Pritchard and their immediate adoption was moved by Council member Shelton. The minutes, resolutions, and motion were then considered by the City Council. Council member Carl seconded the motion to adopt the foregoing minutes, resolutions, and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard thereupon declared that said minutes, Resolution Nos. 2015-133 through 2015-136 and Motion No. 2015-137 are adopted by a vote of 4—0 and as evidence thereof he sign the same.

4. CONSIDERATION: ORDINANCE (NO. 1940) AUTHORIZING THE PLACEMENT OF TWO (2) STOP SIGNS ON SPRING VALLEY COURT (EASTBOUND AND WESTBOUND) AT ITS INTERSECTION WITH NORTH WOODRIDGE ROAD AND PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF (EXHIBIT 6, APPENDIX 7)

The ordinance was introduced in writing by Council President Pro Tempore Pritchard who then invited questions and comments from the audience.

There being no comments or discussion, Council President Pro Tempore Pritchard called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Carl and was carried, as follows:

Ayes: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Pro Tempore Pritchard declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council member Shelton then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Pro Tempore Pritchard declared that the said ordinance (No. 1940) is hereby adopted by a vote of 4–0 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Pro Tempore Pritchard announced that the next meeting of the Mountain Brook City Council will be held on Monday, October, 12, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

6. ADJOURNMENT

There being no further business to come before the City Council President Pro Tempore Pritchard adjourned the meeting.

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on September 28, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

**MINUTES OF THE SPECIAL MEETING AND WORK SESSION OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
OCTOBER 7, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:45 a.m. on Wednesday, the 7th day of October, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin and City Clerk Steven Boone.

1. EXECUTIVE SESSION

Council President Smith made a motion that the City Council convene in executive session to discuss a matter involving an ongoing real estate negotiation. The motion was seconded by Council member Pritchard. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene to conduct a public work session regarding various service agreements with non-profit organizations upon conclusion of the executive session. [City Attorney Whit Colvin was excused upon conclusion of the executive session.]

2. WORK SESSION AGENDA

8:00 - 8:10 am	General Discussion
8:10 - 8:20 am	McWane Science Center – Amy Templeton & Brynne McCann
8:20 - 8:30 am	Jefferson County Historical Commission – Linda Nelson
8:30 - 8:45 am	Birmingham Botanical Gardens – Brian Barr and Fred Spicer
8:45 - 9:00 am	Birmingham Children’s Theater – Rebecca Sibley and Roy Hudson
9:00 - 9:15 am	Alabama Symphonic Association – Rick Robins
9:15 - 9:30 am	Alabama Ballet – Melanie Mooney and Mary Reynolds
9:30 - 9:45 am	JBS Mental Health Authority – Richard Craig
9:45 - 10:00 am	Birmingham Zoo – Bill Foster
10:00 - 10:15 am	Prescott House – David Barber

- 10:15 - 10:30 am Birmingham Museum of Art – Gail Andrews and Megan Ann Hellenga
- 10:30 - 10:45 am Exceptional Foundation – Tricia Kirk
- 10:45 - 11:00 am Alabama Veterans Memorial Foundation – Tom Martin

Upon conclusion of the above presentations (at approximately 10:45 a.m.) the Mayor and members of the City Council discussed how much money each were inclined to appropriate for fiscal 2016 service agreements. Following is a summary of the general consensus of the Mayor and Council members:

Agency/Organization	2015	2016	Request
Alabama Symphony	\$ 10,000	\$ 12,000	\$ 25,000
McWane Center	10,000	12,000	
Jefferson Co/Blount/St Clair Mental Health	2,100	2,100	
Exceptional Foundation	7,500	7,500	
Birmingham Museum of Art	11,500	12,000	
Birmingham Botanical Gardens	5,000	20,000	140,000
Alabama Ballet	5,000	5,000	10,000
Birmingham Children’s Theater	5,000	5,000	
Birmingham Zoo	50,000	20,000	
Alabama Veterans Memorial Foundtion	1,000	1,000	
Jefferson County Historical Commission	1,000	1,000	
Prescott House (Police Budget)	<u>0</u>	<u>5,000</u>	
Subtotal	108,100	102,600	
 Omitted from the 2016 budget and not discussed			
All In Mountain Brook	10,000	10,000	
Blueprint Birmingham	5,000	5,000	
American Red Cross	<u>0</u>	<u>0</u>	5,000
Subtotal	<u>15,000</u>	<u>15,000</u>	
Total	<u>\$ 123,100</u>	<u>\$ 117,600</u>	

The various service agreements shall be presented to the City Council for formal consideration at future meetings as will an ordinance amending the General Fund budget for the inclusion of such appropriations.

3. ADJOURNMENT

There being no further matters for discussion, Council President Smith adjourned the meeting (approximately 11:15 a.m.)

4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the special meeting and work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on October 7, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

RESOLUTION NO. 2015-138

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOUNTAIN
BROOK EMERGENCY COMMUNICATIONS DISTRICT ADOPTING THE
BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING
SEPTEMBER 30, 2016**

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communication District ("District"), that the following is the adopted budget for the District for the fiscal year beginning October 1, 2015 and ending September 30, 2016 (as adopted by the City Council of the City of Mountain Brook upon its adoption of Ordinance No. 1938 on September 14, 2015):

		(For Reference Only)	
<u>Ledger No.</u>	<u>Account Description</u>	<u>9/30/2016</u>	<u>9/30/2015</u>
		<u>Budget</u>	<u>Budget</u>
531-3305-4500	Fines & Forfeitures (Act 03-289)	\$ (2,100.00)	\$ (2,200.00)
531-3404-4050-3401	E-911 Surcharge (Mobile)	\$ (388,000.00)	\$ (313,800.00)
531-3407-4400	Other Investment Earnings	<u>\$ (1,300.00)</u>	<u>\$ (900.00)</u>
	E911 Revenue	\$ (391,400.00)	\$ (316,900.00)
531-1213-6307	Bank Fees	\$ 296.00	\$ 296.00
531-3510-6210	Development-Training	\$ 25,000.00	\$ 21,000.00
531-3510-6300	Supplies/Exp-General	\$ 1,000.00	\$ 1,000.00
531-3510-6464	Service Contr-Comm Equip	\$ 6,000.00	\$ 20,018.00
531-3510-6610	Utilities-Telephone	\$ 82,000.00	\$ 82,000.00
531-3516-6910	Transfers-City General Fund	\$ 200,000.00	\$ 200,000.00
531-3516-6941	Transfers-Capital Projects Fnd	\$ 0.00	\$ 0.00
531-3590-6941	Transfers-Capital Projects Fnd	<u>\$ 0.00</u>	<u>\$ 205,186.00</u>
	E911 Expenses	<u>\$ 314,296.00</u>	<u>\$ 324,314.00</u>
	Excess of (Revenue) Over		
	Expenditures	\$ (77,104.00)	\$ 212,600.00
	(Fund Balance), Beginning of Year	<u>\$ (335,284.70)</u>	<u>\$ (547,884.70)</u> ⁽¹⁾
	(Fund Balance), End of Year	<u>\$ (412,388.70)</u>	<u>\$ (335,284.70)</u>

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the District Administrator is hereby authorized and directed, for and on behalf of the District, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the District in the normal course of public safety operations.

⁽¹⁾ As reported in the audited financial statements of the City of Mountain Brook as of and for the year ended September 30, 2014.

ADOPTED AND APPROVED: The 12th of October, 2015.

Chairman

CERTIFICATION

I, Steven Boone, District Clerk of the Mountain Brook Emergency Communications District certify the above to be a true and correct copy of a resolution adopted by the Board of Commissioners of the Mountain Brook Emergency Communciations District at its meeting held on October 12, 2015, as same appears in the minutes of record of said meeting.

District Clerk

RESOLUTION NO. 2015-139

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby ratifies and approves the transfer of funds in the amount of \$275,000 from the District to the City of Mountain Brook Capital General Fund to reimburse the City for E911 dispatch labor costs and related supervision for the year October 1, 2014 through September 30, 2015.

Ledger Number	Ledger Description	Amount
531-3516-6910	Transfers-General Fund	\$275,000 DR
531-1002-2376	Cash	275,000 CR
100-1001-0000	Cash	275,000 DR
100-3800-4831	Transfer-E911 District	275,000 CR

ADOPTED AND APPROVED: This 12th day of October, 2015

Chairman

CERTIFICATION

I, Steven Boone, District Clerk of the Mountain Brook Emergency Communications District, hereby certify the above to be a true and correct copy of a resolution adopted by the Board of Commissioners of the Mountain Brook Emergency Communications District at its meeting held on October 12, 2015, as same appears in the minutes of record of said meeting.

District Clerk

911 Dispatch Labor Cost
City of Mountain Brook Emergency Communciation District
October 1, 2014 through September 30, 2015

Empl No	Title	Last Name	First Name	Salaries	7.65% FICA	12.39% (Capped) Pension	Medical	Total	Estimated FTE's	Base Salary	DOH
5510-002	0652 Dispatcher						\$ 11,028.00				
5510-004	0652 Dispatcher						\$ 4,536.00				
5510-005	0654 Dispatcher						\$ 4,536.00				
5510-010	0652 Dispatcher						\$ 4,536.00				
5510-015	0652 Dispatcher						\$ 4,536.00				
5510-018	0652 Dispatcher						\$ 4,536.00				
5510-028	0652 Dispatcher						\$ 11,028.00				
5510-031	0652 Dispatcher						\$ 11,028.00				
5510-032	0652 Dispatcher						\$ 4,536.00				
5102-002	0652 Public Safe						\$ 1,512.00				
0							\$ 0				
0							\$ 0				
0							\$ 0				
0							\$ 0				
5510-034	0652 Dispatcher						\$ 4,536.00				

Annual dispatch labor cost (all positions)	\$ 790,889.15	11.36	\$ 582,670.40
Number of dispatchers (FTE's based on salaries paid)	<u>11.36</u>		
Average annual dispatch labor cost (per FTE)	\$ 69,621.00		
1 dispatcher, 3 shifts/day for 911 coverage + 1/4 FTE back-up for breaks	<u>3.25</u>		
Annual direct dispatch labor cost for 911 coverage	\$ 226,268.00		
Estimated overhead (police supervision, accounting, payroll, accounts payable, utilities, and space)	<u>1.25</u>		
Total estimated cost of 911 dispatch function including overhead	\$ 282,835.00		
Amount budgeted and transferred to General Fund for 911	<u>\$ 200,000.00</u>	\$ (75,000.00)	10038004831 Transfers-E911
		\$ 75,000.00	10010010000 Cash General Fu
		\$ (75,000.00)	53110010000 Cash E911
Est 911 Dispatch Cost Over (Under) Initial Budget/Transferred Amount	\$ 82,835.00	\$ 75,000.00	53135166910 Transfers-Gener
			Adjust 911 transfers for labor and overhead to \$275,000 conservative estimate

2015-139

RESOLUTION NO. 2015-140

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the following fiscal 2015 [cash and surplus] intrafund transfer:

1) \$ 75,000 from the General Operations (100) to Capital Projects (441)

ADOPTED: This 12th day of October, 2015.

Council President

APPROVED: This 12th day of October, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 12, 2015, as same appears in the minutes of record of said meeting.

City Clerk

Ledger Number	Ledger Description	Amount
100-1116-6941	Transfers – Capital	\$75,000 DR
100-1001-0000	Cash – General Operations	75,000 CR
441-1001-0000	Cash – Capital Projects	75,000 DR
441-3408-4810	Transfers – General Operations	75,000 CR

RESOLUTION NO. 2015-141

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Sawtooth Cookhouse Crestline, LLC (trade name Miss Dots Crestline) located at 49 Church Street, Mountain Brook, AL 35213.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 12th day of October, 2015.

Council President

APPROVED: This 12th day of October, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 12, 2015, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150929100651335



Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: MISS DOTS CRESTLINE Filing Fee: \$50.00

Applicant: SAWTOOTH COOKHOUSE CRESTLINE LLC Transfer Fee:

Location Address: 49 CHURCH STREET MOUNTAIN BROOK, AL 35213

Mailing Address: 201 CAHABA PARK CIRCLE; SUITE 200 BIRMINGHAM, AL 35242

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: LR201512 PG 10566

Date Incorporated: 04/14/2015 State incorporated: AL County Incorporated: JEFFERSON

Date of Authority: 04/14/2015 Alabama State Sales Tax ID: R009278420

Name: Title: Date and Place of Birth: Residence Address:

TYRE STUCKEY 34303341 - TX	OWNER	01/08/1978 MONTGOMERY ALABAMA	5732 REMINGTON PARK SQ DALLAS, TX 75252
JOHN CASSIMUS 5103728 - AL	OWNER	01/08/1967 ALABAMA	65 JACKSON TR HURTSBORO, AL 36860

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ADAM GREEN

Business Phone: 205-380-2653

Fax:

Home Phone: 205-356-2081

Cell Phone: 205-356-2081

E-mail: AGREEN@GETASG.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: CVS PHARMACY 2505

Applicant: ALABAMA CVS PHARMACY LLC

Previous License Number(s)

License 1: 001661737

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150929100651335

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **DCDG LLC 999-999-9999**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **1990** Display Square Footage:
 Building seating capacity: **50** Does Licensed premises include a patio area? **NO**
 License Structure: **SHOPPING CENTER** License covers: **PORTION OF**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150929100651335

Initial each

Signature page

AG
 AG

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

AG

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

AG

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

AG

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

AG

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Adam Green

Signature of Applicant: [Signature]

Notary Name (print): Wendy Abbott

Notary Signature: [Signature]

Commission expires: 10-21-18

Application Taken: 9/29/15 App. Inv. Completed:

Forwarded to District Office: 9/29/15

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150929100651335



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: JOHN CASSIMUS IS AN OWNER IN MAKI FRESH LOCATED OFF HWY 280 IN BIRMINGHAM IN THE CAHABA VILLAGE PLAZA

Receipt Confirmation Page

Receipt Confirmation Number: **20150929100651335**
Application Payment Confirmation Number: **20921470**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: **MISS DOTS CRESTLINE**
Applicant Name: **SAWTOOTH COOKHOUSE CRESTLINE LLC**
Location Address: 49 CHURCH STREET
MOUNTAIN BROOK, AL 35213
Mailing Address: 201 CAHABA PARK CIRCLE; SUITE 200
BIRMINGHAM, AL 35242
Contact Person: ADAM GREEN
Contact Home Phone: 205-356-2081
Contact Business Phone: 205-380-2653
Contact Fax:
Contact Cell Phone: 205-356-2081
Contact Email Address:
Contact Web Address:

2000-185

RESOLUTION NO. 2015-142

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby removes all elected officials of the City of Mountain Brook from the covered employee classification with respect to the City's Local Government Health Insurance Plan (LGHIP) sponsored by the State Employees' Insurance Board (SEIB) (Re: LGHIPN19M).

ADOPTED: This 12th day of October, 2015.

Council President

APPROVED: This 12th day of October, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 12, 2015, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
www.mtnbrook.org

2000185

To: Sam Gaston, City Manager
From: Steven Boone
Date: September 30, 2015
Subject: Medical coverage for elected officials
C: Mayor and City Council

At the time the City elected to participate in the Local Government Health Insurance Plan (LGHIP) administered by the State Employees Insurance Board (SEIB), the City did not specifically exclude elected officials as eligible to participate in the group medical plan. As a result, elected officials ARE eligible to participate.

Following are the options:

1. Send a letter (or resolution) to SEIB specifically excluding elected officials from the City's group medical plan
2. Within 30 days of taking office, elected officials must either
 - a. enroll in the plan (they will be treated as full-time employees, however, the 30-hour minimum work hours per week does not apply) or
 - b. decline coverage – if coverage is declined:
 - i. the elected official must complete a declination form and provide to SEIB proof of other employer group medical coverage. Provided such documentation is submitted timely, the elected official may enroll in LGHIP at a later date upon the loss of other employer group coverage or at open enrollment.
 - ii. and appropriate documentation is not submitted timely to SEIB, then the elected official may only enroll upon their election to a new term of office.

SEIB is offering a special, one-time open enrollment for existing elected officials during the month of November 2015 with an effective date of medical coverage of January 1, 2016. So, assuming the Council wishes to continue allowing elected officials to be covered under the City's group medical plan, the enrollment or declination election described in 2 above must be made during this special, one-time open enrollment.



LOCAL GOVERNMENT HEALTH INSURANCE BOARD

Roger Rendleman, Chairman

William L. Ashmore, CEO

September 22, 2015

MEMORANDUM

TO: Local Government Units

FROM: William L. Ashmore, CEO *WLA*
Local Government Health Insurance Board

SUBJECT: Elected Officials Participating in the Local Government Health Insurance Plan

Effective January 1, 2016, the enrollment policy for elected official participating in the Local Government Health Insurance Plan will be revised as follows:

If a local government unit chooses to cover elected officials, all elected officials of the unit have the following options:

1. **Enroll in the LGHIP** – Elected officials may enroll in the LGHIP at the time the unit initially joins the LGHIP or within 30-days upon assumption of the elected office. Elected officials will be treated as full-time employees.
2. **Decline coverage in the LGHIP** – Elected officials may decline coverage in the LGHIP at the time the unit initially joins the LGHIP or within 30-days upon assumption of the elected office. If a declination form with proof of other employer group coverage* is submitted, the elected official may enroll in the LGHIP at a later date upon loss of other employer group coverage or at open enrollment.
3. **Opt out of the LGHIP** – If the elected official opts not to enroll in the LGHIP at the time the unit initially joins the LGHIP or within 30-days upon assumption of the elected office and does not submit a declination form with proof of other employer group coverage*, the elected official may only be offered the option to enroll in the LGHIP upon election to a new term of office.

Elected officials that fail to elect one of the above options will be treated as if they chose option 3.

A one-time open enrollment for existing elected officials will be held in November 2015 for coverage effective January 1, 2016.

In order to comply with this policy, each unit will be required to submit an updated list of all elected officials by November 30 of each year.

* Other employer group coverage includes: Marketplace, Medicare, Medicaid and Tricare.

City/Town of _____

Unit Number _____

Listing of Elected Officials

Elected Official Name Social Security Number/Contract Number Election Date Enroll/Decline/Opt Out

Mayor _____

Council _____

Form Completed By:

Print Name **Title** **Signature** **Date**

RESOLUTION NO. 2015-143

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows: It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Item	Asset	Description	Serial Number	Notes
1	13893, 13894	Gravely zero turn mower, 44 in. deck, 19HP, 842 hours	SN: 1939	Poor condition
2	5447	Cushman Truckster, Model 84056TRK, gasoline engine, 905 hours	SN:2452243	Fair condition
3	5935	Toro Workman, Model 3200	SN: 200000127	Cracked radiator, fair condition
4	5446, 5765	New Holland Tractor, Model 1920, mid-sized, diesel, turf tires, 5 ft. bucket, 4WD, 5SP	SN: N844174950	Poor condition
5	5769	John Deere PTO Mower, Model 25A, 7 ft.	SN:T00025A636081	Poor condition
6	5940	John Deere Verticutter, Model 280S, 8 ft.		Poor condition
7	6010	Gandy Drop Seeder, Model 36813	SN: 78842	Fair condition

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said property by way of public Internet auction to the highest bidder and to otherwise dispose of such property that does not sell at said public auction.

ADOPTED: This 12th day of October, 2015.

Council President

APPROVED: This 12th day of October, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 12, 2015, as same appears in the minutes of record of said meeting.

City Clerk

**MOUNTAIN BROOK PARKS & RECREATION
SURPLUS INVENTORY**

Oct-15

ITEM	MODEL	SERIAL	DESCRIPTION	CONDITION	
1	Gravely zero turn mower	44z	139	44" deck, 19 Hp motor 842 hours	POOR
2	Cushman Truckster	84056TRK	2452243	Gas powered, 905 hrs	FAIR
3	Toro Workman	3200	200000127	cracked radiator	FAIR
4	New Holland Tractor	1920	N844174950	Mid Sized, Diesel Turf tires, 5' bucket, 4 wd, 3 spd	POOR
5	PTO Mower, John Deere	25A	T00025A836081	7 ft	POOR
6	Verticutter, John Deere	280s	NA	8 ft	POOR
7	Drop Seeder	36813	78842	GANDY DROP SEEDER	FAIR
	<i>↳ Same one from last time. It did not sell on Gov Deals.</i>				

RESOLUTION NO. 2015-144

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts, and authorizes the execution of, the work authorization, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, between the City and Sain Associates with respect to its design of a concrete island on North Woodridge Road at intersection with South Brookwood Road (for a pedestrian crossing).

ADOPTED: This 12th day of October, 2015.

Council President

APPROVED: This 12th day of October, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 12, 2015, as same appears in the minutes of record of said meeting.

City Clerk



WORK AUTHORIZATION

TO: Ronnie Vaughn PROJECT #: 15-0207
 56 Church Street
 Mountain Brook, AL 35213

FROM: Alicia Bailey, P.E. DATE: October 2, 2015
 Jim Meads, P.E.

SUBJECT: N Woodridge Road at S Brookwood Road concrete island

I. **SCOPE**

The scope will include the following:

- Topographic survey of the intersection including setting of control and TBM. Survey will be based on an assumed datum.
- Design of the concrete island to provide refuge for the crossing pedestrians. The intent is the concrete island will be installed within the confines of the pavement and not require adjusting of the existing curb lines. Crosswalks will also be shown on the plan. The plan(s) will include a layout, striping, grading for positive drainage, and details necessary for construction of the improvements. A written summary will be prepared to describe the improvements for the City's use in soliciting a contractor. Also an opinion of probable construction cost will be prepared and provided to the City.

Exclusions include geotechnical investigations, preparation of contract documents or advertisement for bidding, review of bids, and construction inspection and staking.

II. **BUDGET**

\$5000.00 lump sum

III. **STATUS**

We can begin within one week of an approved contract and will complete the work within two weeks.

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of services specified will be performed on a time and materials basis according to the schedule of rates enclosed.

APPROVED:

Jim Meads, P.E.
CEO/President
License #17294

Accepted
City of Mountain Brook

By: _____
Authorized Representative

Printed Name, Title

Date

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:	
Principal.....	\$150.00 - \$170.00 per Hour
Engineer/Planner.....	\$93.00 - \$145.00 per Hour
GIS Professional.....	\$125.00 per Hour
Designer.....	\$77.00 - \$110.00 per Hour
Surveyor.....	\$88.00 - \$123.00 per Hour
Survey Crew (1-Person).....	\$80.00 per Hour
Survey Crew (2-Person).....	\$125.00 - 140.00 per Hour
Survey Crew (3-Person).....	\$165.00 per Hour
Survey Crew (Overtime, Holidays – 2-Person).....	* \$155.00 - \$175.00 per Hour
Survey Crew (Overtime, Holidays – 3-Person).....	* \$200.00 per Hour
Survey Per Diem.....	\$100.00 per Man per Night
Administrative Support.....	\$60.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

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 there from.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50 – 50.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2015

SAIN
associates
consulting engineers
& surveyors

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK
AND SAIN ASSOCIATES
DATED OCTOBER 12, 2015**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Sain Associates (“the Contractor”) dated October 12, 2015.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. ***Definitions.*** For purposes of this Addendum, the terms below have the following meanings:
 - A. ***“The City”*** refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. ***“The (this) Agreement”*** refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. ***“The Contractor”*** refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. ***Arbitration; Mediation; Alternate Dispute Resolution.*** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. ***Attorney’s Fees; Court Costs; Litigation Expenses.*** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 12th day of October, 2015.

Sain Associates

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

ORDINANCE NO. 1941

AN ORDINANCE TO PROVIDE FOR A STOP SIGN ON RANDOLPH ROAD AT ITS INTERSECTION WITH FAIRWAY DRIVE AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in an southeasterly direction along Randolph Road to pass its intersection with Fairway Drive when there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 12th day of October, 2015.

Council President

APPROVED: This 12th day of October, 2015.

Mayor

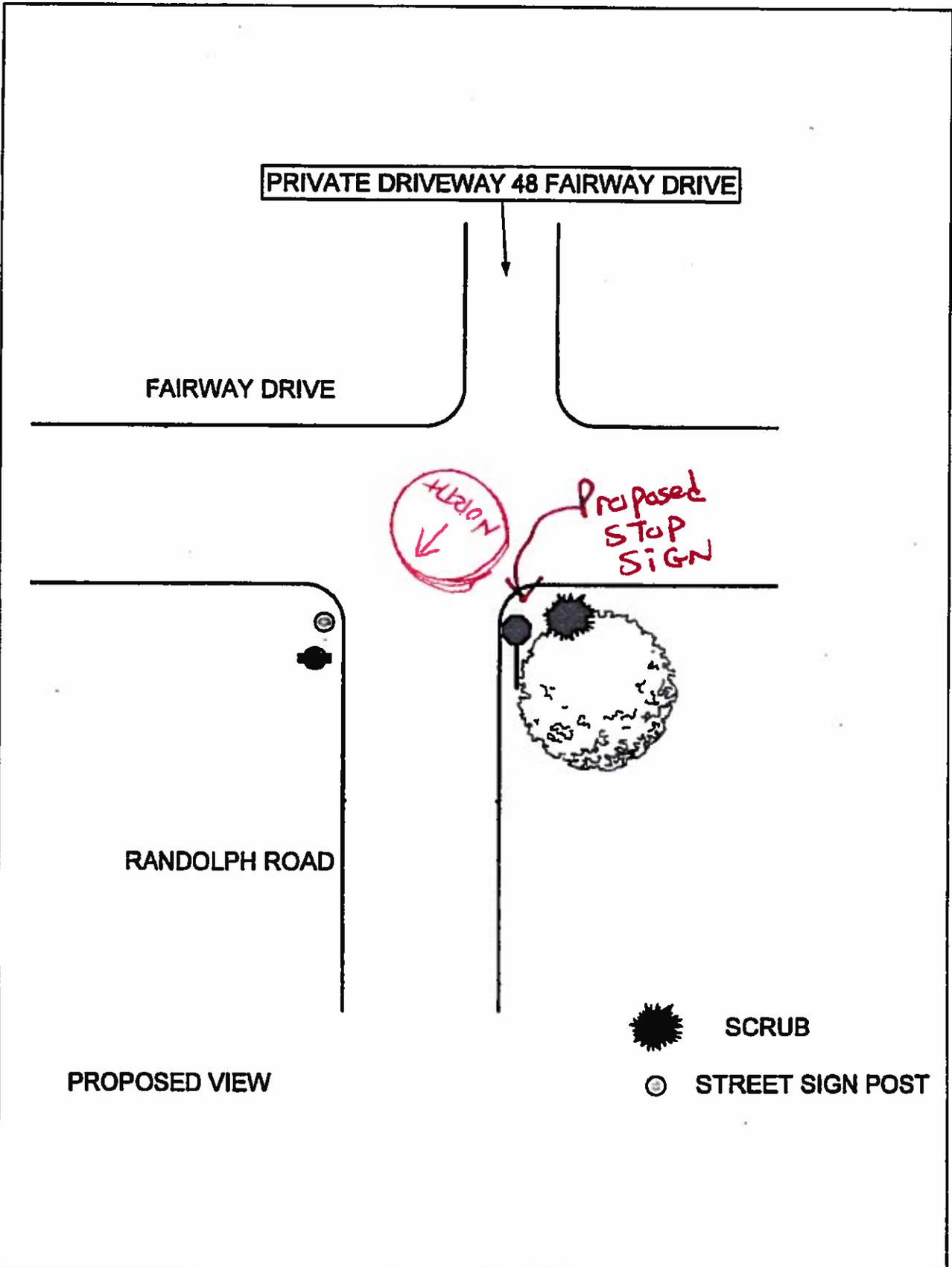
CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on October 12, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on October 13, 2015, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road

City Clerk



Sam Gaston

From: Rebecca Wise
Sent: Tuesday, September 15, 2015 8:21 AM
To: Sam Gaston
Subject: Three Questions

Good Morning Mr. Gaston,

This is Rebecca Wise, and I live on Fairway Drive, at the T of Fairway and Randolph. I have three young boys and have noticed that our neighborhood is beginning to turn over with more young children. What concerns me is the driving on Country Club, particularly the turn before Randolph Road. People fly down this street and the curve by Mrs. Crows and The Gorrie's houses, where even an adult could be hit. Is there any way to petition for a stop sign or a pedestrian crosswalk/ flashing light like the one that got put up on Montevallo?

I'd also love to see one at the intersection of Randolph and Fairway, but I understand that since there is one by Matthews and Greenway that may not be possible, but wanted your opinion on that as well.

Finally, I noticed that someone donated (or left) some trucks at the tot lot, and my boys are loving this addition so much that I wanted to talk to you about my sons raising so much money to get a toy bin or storage bin for them and other future dumptruck donations to stay... maybe up by the picnic tables? Specifically what are the rules for this, are there any restrictions, etc.

Thank you for your time!

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Rebecca Wise
527-8832
48 Fairway Drive