

**MOUNTAIN BROOK CITY COUNCIL AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
PRE-MEETING DISCUSSION
OCTOBER 12, 2015**

The City Council of the City of Mountain Brook, Alabama and Board of Commissioners of the Mountain Brook Emergency Communications District ("District") met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 12th 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 (Chairman)
William S. Pritchard, III, Council President Pro Tempore (Vice-Chairman)
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Request by residents of Brook Manor Drive for City's assistance in the placement of two (2) decorative street lights on their street – Bayard Tynes and Hill Sewell (Appendix 1).
 - The members of the City Council stated that on one other occasion has the City participated in the installation of a decorative street light in a residential area. That instance involved a garden club that paid for the pole and fixture. The City's participation was limited to providing electrical service to the new light.
 - Concern was expressed about the precedent if the City installs these 2 to 3 street lights.
 - Considering the request was for both aesthetics and safety, the City officials suggested that the City Manager meet with Alabama Power officials to see if brighter bulbs can be installed to increase lighting.
2. Public Safety Educational Incentive Pay Policy – Chief Ezekiel and Chief Cook (Appendix 2).
 - The members of the City Council expressed general consensus with the notion of this proposed policy change.
 - The City Manager asked that this matter be continued until October 26 to allow time for some questions he has to be addressed with the Police Chief.
3. Erosion plan study for Shades Creek at Mountain Brook Parkway/Overbrook Road – Walter Schoel. (Resolution No. 20145-145 was added to the formal agenda.)
4. South Brookwood Road sidewalk (drainage and embankment) study proposal – Alicia Bailey with Sain Associates (Appendix 3).).
 - The members of the City Council expressed concern that the scope of the proposal was greater than intended and asked that the Public Works Superintendent and engineer revisit the site and adjust the scope of the study for consideration on October 26, 2015.

5. Review and discussion of the 7 p.m. Mountain Brook Emergency Communications District and City Council formal meeting agendas (Resolution Nos. 2015-138 and 139 concerned District business).

6. ADJOURNMENT

Upon conclusion of the City Council's (and District's) review of the formal [7 p.m.] agenda issues, Council President and Chairman Smith 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 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 October 12, 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

Sam Gaston

From: vaughnr@mtbrook.org
Sent: Monday, October 05, 2015 3:15 PM
To: Mike Rollo; Sam Gaston
Subject: Fwd: Brook Manor

FYI

Sent from my iPad

Begin forwarded message:

From: Sam Gaston <sgastons@mtbrook.org>
Date: September 9, 2015 at 7:25:38 PM CDT
To: Ronald Vaughn <vaughnr@mtbrook.org>
Subject: Re: Brook Manor

Thank you

Sent from my iPhone
Sam Gaston

On Sep 9, 2015, at 4:26 PM, Ronald Vaughn <vaughnr@mtbrook.org> wrote:

After meeting with Stone and Sons on site we were able to get a cost estimate for replacing both lights as described by Mr. Tynes. The first line item is for the poles and fixtures only. The second line item is for labor and material needed for the install.

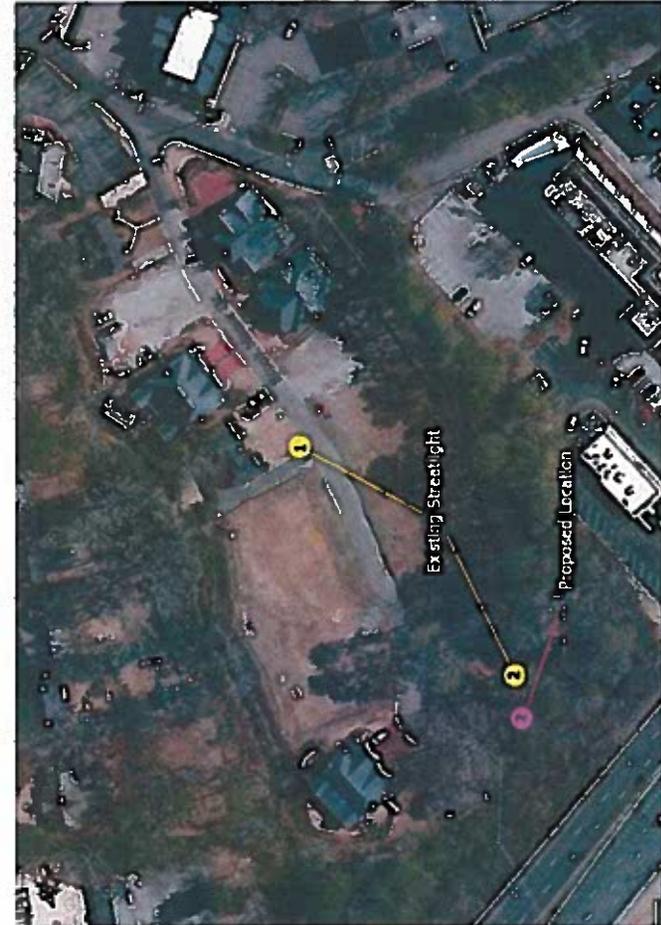
2 decorative poles and fixtures to match Mt. Brook Village \$4,174.50

Service risers, underground boring, conduit and wire \$7,371.00

Total **\$11,545.50**

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtbrook.org

On Wed, Sep 9, 2015 at 1:17 PM, Sam Gaston <sgastons@mtbrook.org> wrote;



APPENDIX 1

10/5/2015



1

APPENDIX 1



2



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT
 102 Tibbet Street, Mountain Brook, Alabama - 35213 Phone: (205) 802-3634, Fax: (205) 879-5919



INTEROFFICE MEMORANDUM

TO: Sam Gaston, City Manager
FROM: Robert Eckert, Fire Chief
DATE: October 5, 2015
SUBJECT: Public Safety Educational Incentive Ordinance/Policy Revision

As you know the Personnel Board of Jefferson County (PBJC) has the final word with respect to a college Bachelor's Degree being compensable as educational incentives. During this past year the PBJC has become more restrained and narrow in their scope of review with respect to granting their approval for the incentives being job related. I have met with other Fire and Police chiefs during the last year regarding these changes in perspective and everyone has expressed their concerns. For example, they are now not allowing degrees for Education and psychology as part of the compensable degrees. It would seem that especially in the police department a psychology degree would be very relevant and advantageous. Furthermore, if someone is currently seeking compensation for these degrees and there is any change in their personnel status (promotion for example), then they will lose the incentive. In this scenario, they would get a 5% raise for promotion and lose 10% pay for the loss of the educational incentive.

Our Fire Department has always had policies which conservatively judge the awarding of educational incentives, even requiring some job related prerequisites as Associate Degrees, prior to granting approval of some of the bachelor's degrees (see attached Fire Dept. policy). I met with the PBJC regarding our policy during the early summer to see if we could gain some traction with the prerequisite process. They were amenable to what we had in our policy and stated that if our City amends its ordinance regarding the incentives to reference the FD policy and a PD policy likewise written, that our City could work within these policies and the PBJC would award the incentives likewise.

Based on this PBJC feedback, I am requesting that we discuss this as a pre-council agenda item to see if the City Council is likewise amenable. Your consideration and affirmation is appreciated. Ted and I will be available to offer more concise information at the meeting.

MOUNTAIN BROOK FIRE DEPARTMENT
 POLICY NO. 108.08 VOLUME: 1
 SUBJECT: Education Incentive Program
 SIGNED: [Signature] September 4, 2014
 ROBERT W. ECKERT, FIRE CHIEF DATE

SCOPE AND PURPOSE: Formal education is one of the core values of the Mountain Brook Fire Department. The department places a high value on the education of its members realizing that well educated employees are critical to the future success of the organization. Each year the department budgets for formal education courses including the provision of all books for those members wishing to attend college. Additionally, the department budgets for pay incentives which are awarded to those members completing their studies and graduating with an approved fire/EMS service or management related degree.

In today's educational environment there are a plethora of degrees available. Obviously many of these degrees are not associated with, or related to, making an employee a better firefighter, paramedic or manager in either field. Some of the degrees could possibly be pertinent if a prerequisite of fire science or being a paramedic applied. The purpose of this policy is to lend some guidance to those personnel wishing to further their educational life by giving definition to the process.

POLICY:

Tuition Reimbursement: If an employee selects a private institution of higher learning rather than a state school, the employee will only be reimbursed for the costs that would have been paid to the state school (this is usually based on UAB rates).

Any course of study must be approved in advance by the Fire Chief or his designee.

Reimbursement will be made upon receipt of the necessary evidence that the course has been completed and that the costs for the course/books has been previously paid by the employee. Personnel with scholarships, government assistance (GI bill) or other means for tuition payment shall utilize these venues and not participate in the City program.

The department leave time policy will apply to those employees attending college classes. Employees must use regular leave time or swap time to attend classes during their tour of duty.

Studies should preferably lead to an associate degree, bachelors degree or paramedic license (JCPB definition). However, in accordance with JCPB and City policy, 64 semester hours or 96 quarter hours of relevant course work will qualify a person to receive a 5% educational pay incentive. Graduate studies will be available only to those holding the rank of Lieutenant and above and will be reviewed on a case by case basis.

Prerequisites may be required for certain degrees based on the curriculum content of the degree being sought (see page two).

APPENDIX 2

MOUNTAIN BROOK FIRE DEPARTMENT
 POLICY NO. 108.08 VOLUME: 1 PAGE: 2

Tuition reimbursement will be granted on the following basis:

Completed Course Grade	% of Reimbursement
A	100%
B	100%
C	100%
D	0%
F	0%
Incomplete/Drop	0%

Course of Study Guidance: An employee setting direction to further his/her education within the system established generally has two objectives in mind: to become a more well rounded person through education and to increase wage earnings. The administrative perspective for employees furthering their education parallels that of the employee but additionally it is viewed as an investment. It is an investment in the individual and an investment in the future of the department. Since the program is an investment in the truest sense of the word, a return on the investment is expected; therefore, the curriculum for a course of study should have some direct connection to the provision of fire and emergency medical services. This can be directly related to the work itself or the management of services.

If a bachelors course of study is absolutely connected to the provision of public sector services then no prerequisites is required and the employee can receive 10% pay incentives. Examples of such programs are: BS degree at Athene University - Public Safety Administration, BS degree Columbia Southern University - Occupational Safety and Health/Fire Science, and BS degree UAB - Allied Health. Some examples of where a prerequisite would be required is for a general business degree, general management degree, accounting degree, general education, Computer Science, and psychology (not all inclusive). In these examples, an associate degree in Fire Science or a certificate and/or associate degree in Paramedical Services would be needed to help make the connection to the department's mission. Bachelors degrees such as marine biology, criminal justice, divinity, political science (not all inclusive) do not have a direct connection to the fire department mission and therefore will not be considered for reimbursement or wage incentives even if an associate in Fire Science or Paramedical Services is held.

Masters Degrees: Masters Degrees that are mission related (Management, Emergency Management, Allied Health, Public Administration, etc.) are now included within the premium pay system for positions designated by the City Manager. Receiving tuition reimbursement for a Masters Degree will be available for those of Lieutenant's rank or higher in the organization. However, if a firefighter or Apparatus Operator has a bachelors degree that does not meet the qualifications for compensation, but has earned a Masters Degree that does meet the qualifications, then the Masters Degree can be used to supplant the Bachelors Degree and will be compensable.

MOUNTAIN BROOK FIRE DEPARTMENT
 POLICY NO. 108.08 VOLUME: 1 PAGE: 3

Premium Code Assignment: There is a maximum allowed of 15% premium codes above normal salaries. The top priority for premium code assignment will be job functions first and then educational premium codes. For example an assigned paramedic will get 10% premium codes as the first priority and then get additional earned educational premium codes added until reaching the 15% maximum.

Budget: The Education Incentive Program is based on the availability of funds through the budgeting process and on JCPB policy. No future guarantees are expressed other than those that exist under established JCPB policy.



October 8, 2015

Ramon Young
Public Works Director
City of Mountain Brook
16 Church Street
Mountain Brook, AL 35243

SUBJECT: South Brookwood Road Pedestrian Safety Study
Sain Associates Project Number: 15-0388

Dear Ramon,
Please accept the letter as our proposal to provide you with engineering services.

General Understanding of the project:
The purpose of this study is to determine the feasibility of enhancing the existing sidewalk along South Brookwood Road near Brookwood Forest Elementary School. The existing sidewalk located on the west/south side of the road is approximately 7' wide with varying conditions of buffer space, presence of gutter, and presence of guardrail. It is bordered by a drainage ditch and slope on east composed of rock and dirt.

We understand the citizens of the area have expressed concerns to the City about the safety of pedestrians using the sidewalk. Based upon our discussions at the meeting involving conducted on September 28, the pedestrian safety concerns are most likely due to the width of the sidewalk, its close proximity to the road with no physical barrier separating it from the travel way and the vehicular approach. The City requests a feasibility study to supplement the information presented in the report by Shaper Consulting. The questions posed in the Shaper Consulting report to be reviewed with this feasibility study are:

- What are the limits for installation of guardrail?
- What is the appropriate width for the sidewalk?
- What are the impacts to existing drainage?
- How will installation of guardrail affect parking for the school during special events?

The area to be studied on South Brookwood Road is both Brookwood Trace to South Brookwood Circle. However, we request our typical section recommendations will equally be limited in the section from the 4th road crosswalk at the school's main entrance to the east/south end of the existing guardrail south of South Brookwood Circle as this is the predominant area identified in the Shaper Consulting report as needing further review.

In order to answer the above questions, we propose the following project tasks be performed:

- Task 1 - Existing Conditions
 - Perform field review to obtain measurements of roadway, buffer space, sidewalk, guardrail, ditches, and slopes
 - Perform observations of existing pedestrian use during peak times of the school's morning drop-off and afternoon pick-up
 - Perform hydraulic analysis for the existing drainage system
 - Perform preliminary geotechnical field review with AMEC of the existing soil slopes to determine the stable areas that shall remain stable if the slope is impacted (see attached proposal from AMEC)
- Task 2 - Developing Recommendations
 - Review current ADA/PROWAG standards to ensure compliance
 - Review typical pedestrian behavior of elementary school aged children utilizing sidewalks at other area elementary school streets as this may influence our sidewalk width recommendations
 - Review criteria for maintaining the installation of guardrail

Two Panometer Park South Suite 630 East Birmingham, Alabama 35243 | P: 205.962.6432 | F: 205.962.6433 | www.sain.com

South Brookwood Road
October 8, 2015
Page 2

- Develop typical section options for widening the sidewalk that may include curb and gutter, closed or open drainage systems, slope improvements, guardrail installation, and horizontal realignment
 - Perform hydraulic analysis for the proposed drainage improvements and determine any downstream impacts
 - Review options in the field to determine their feasibility
 - Meet with the City and School to discuss the typical sections and any impacts they may have to the school's operations
 - Prepare cost estimates of each typical section option
 - Evaluate pedestrian use of the sidewalk for walking to school based on the school zoning boundary and reported number of houses within walking distance
- Task 2 - Maintenance and Presentation to City
- Prepare technical memorandum with typical section options
 - Present the recommendations to the City at a Council pre-meeting
 - Address any comments and submit final technical memorandum and typical section options

It is expected the City will provide Sain with current traffic information of ADT and truck percentages.

FEE'S
Lump Sum \$24,800.00

REVISIONS
Any additional work not stated in the scope of work shown will be billed hourly in accordance with the rate schedule shown on the attached Terms and Conditions.

EXCEPTIONS

- Topographic Survey
- Collecting of traffic data or review of vehicle operations
- Recommendations for roadway improvements to improve the congestion associated with the school's corridor

SCHEDULE
We are available to start work within a week upon receiving the approved contract. The report will be complete within one month.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Alicia Bailey

Alicia Bailey, P.E.
Infrastructure Team Leader
Alabama L.C. No. 25338

Stacy Wiles

Stacy Wiles, PTP
Vice President/Organizational Development

Enclosures: Terms and Conditions, Schedule 2015

ACCEPTED

City of Mountain Brook, Alabama

By: _____

Date: _____



October 8, 2015

Ms. Alicia Bailey, P.E.
Sain Associates
Two Panometer Park, South
Suite 500 East
Birmingham, Alabama 35243

Telephone: (205) 263-7199
Cell Phone: (205) 910-2598
Email: abaily@sain.com

Subject: Proposal for a Preliminary Slope Review
South Brookwood Road
Mountain Brook, Alabama
Amec Foster Wheeler Proposal PRCPT150928-001

Ms. Bailey,

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to provide this proposal to conduct a preliminary slope review of the subject site. The proposal contains our understanding of the project and presents our proposed scope of services, budget, and schedule.

PROJECT INFORMATION

We understand that Sain Associates (Sain) has been retained by the City of Mountain Brook to evaluate feasibility of widening the shoulder of an approximately 2,000-foot-long section of South Brookwood Road near Brookwood Forest Elementary school. The existing sidewalk will need to be shifted into the roadway over a portion, perhaps 50 percent, of the length of road under consideration. From a brief reconnaissance of the area, it appears that the existing slope is nearly vertical with soil, partially weathered rock, and unweathered rock. The steps also suggests significant tree growth.

We understand that what is needed at this time is a preliminary assessment as to a stable slope configuration once the roadway has been widened in the areas where the slope needs to be excavated back. A stable configuration will depend on the existing orientation of the bedrock, the consistency of the existing soils and partially weathered rock, as well as the available right of way.

Amec Foster Wheeler Environment & Infrastructure, Inc.
4000 Mountain Brook Drive, Suite 200 | Birmingham, AL 35242 USA
Tel: 205.962.6432 | Fax: 205.962.6433

Proposal for a Preliminary Slope Review
South Brookwood Road
Mountain Brook, Alabama



PROPOSED SCOPE OF SERVICES

We propose to conduct a site reconnaissance together with Sain personnel to gather available field data from slope and rock heading angles, as well as learn exposures of the existing soil and rock profile. In addition, if any surveyed cross sections are available, they should be provided for our review. No intrusive study, e.g., borings, test pits, etc. are proposed at this time.

At the completion of our site reconnaissance and analysis, we will prepare a short letter report summarizing the conditions observed as well as preliminary methods of study stable slope configurations.

RECOMMENDED BUDGET AND SCHEDULE

The breakdown of our recommended budget for the preliminary review is contained on attached Table 1. We anticipate that the proposed scope of services can be completed within one week from notice to proceed, weather permitting.

AUTHORIZATION

If the proposed scope of services and budget are acceptable, please complete and return the attached Service Agreement. Please note that the attached terms and conditions are an integral part of this proposal.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.

Luther H. Beards
Luther H. Beards, P.E., D. GE
Principal Engineer
Vice President

J. Martin Thomas
J. Martin Thomas, P.E.
Geotechnical Engineer

Attachments:
Table 1 - Budget Estimate
Service Agreement
ASFE Protocol Information sheet

Amec Foster Wheeler Environment & Infrastructure, Inc.
Proposal No: PRCPT150928-001

October 8, 2015
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Table 1 RECOMMENDED BUDGET AND SCHEDULE						
ITEM	UNIT	DATE	QUANTITY	UNIT PRICE	AMOUNT	PHASE TOTAL
FIELD REVIEW & ANALYSIS	1 DAY	10/15/15	1	24,800.00	24,800.00	24,800.00
LETTER REPORT PREPARATION	1 DAY	10/15/15	1	2,000.00	2,000.00	2,000.00
FIELD REVIEW & ANALYSIS	1 DAY	10/15/15	1	24,800.00	24,800.00	24,800.00
LETTER REPORT PREPARATION	1 DAY	10/15/15	1	2,000.00	2,000.00	2,000.00
TOTAL					53,600.00	53,600.00

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Retainer	\$100.00	\$175.00 per hour
Supplemental/Travel	\$200.00	\$140.00 per hour
Telephone	\$20.00	\$10.00 per hour
Gasoline	\$75.00	\$1.00 per mile
Printing	\$20.00	\$1.00 per hour
Travel (City of Mountain Brook)	\$100.00	\$1.00 per hour
Travel (City of Birmingham)	\$100.00	\$1.00 per hour
Travel (City of Huntsville)	\$100.00	\$1.00 per hour
Travel (City of Mobile)	\$100.00	\$1.00 per hour
Travel (City of Montgomery)	\$100.00	\$1.00 per hour
Travel (City of Tallahassee)	\$100.00	\$1.00 per hour
Administrative Support	\$100.00	\$1.00 per hour

* Quotes are based on existing work & hours only.
Reimbursable Expenses
Please attach travel tickets and hotel receipts and we will bill you for the actual cost plus 10%.

Payment
We are working under a time and materials contract. Your attention is drawn to the fact that we are not a contractor and we do not have a license to practice as a contractor. We are not a contractor and we do not have a license to practice as a contractor. We are not a contractor and we do not have a license to practice as a contractor.

Indemnification
The undersigned shall defend, hold harmless and indemnify the undersigned from and against all claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, that may be asserted against or incurred by the undersigned in connection with the performance of the services provided hereunder, whether or not such claims, damages, losses, expenses, and costs are caused in whole or in part by the negligence of the undersigned.

Assignment of Contract
The undersigned shall assign to the undersigned all rights, title, and interest in and to the contract and all rights, title, and interest in and to the contract and all rights, title, and interest in and to the contract.

Entire Agreement
This contract shall constitute the entire agreement between the undersigned and the undersigned, and shall supersede all other agreements, understandings, and negotiations, whether written or oral, that may have been made between the undersigned and the undersigned.

Force Majeure
In the event of a force majeure event, the undersigned shall be relieved of its obligations under this contract for as long as the force majeure event continues.

Termination
Either party may terminate this contract at any time without cause, and the termination shall be effective as of the date of the written notice of termination.

Assignment of Contract
The undersigned shall assign to the undersigned all rights, title, and interest in and to the contract and all rights, title, and interest in and to the contract and all rights, title, and interest in and to the contract.

Entire Agreement
This contract shall constitute the entire agreement between the undersigned and the undersigned, and shall supersede all other agreements, understandings, and negotiations, whether written or oral, that may have been made between the undersigned and the undersigned.

Force Majeure
In the event of a force majeure event, the undersigned shall be relieved of its obligations under this contract for as long as the force majeure event continues.

Termination
Either party may terminate this contract at any time without cause, and the termination shall be effective as of the date of the written notice of termination.

Assignment of Contract
The undersigned shall assign to the undersigned all rights, title, and interest in and to the contract and all rights, title, and interest in and to the contract and all rights, title, and interest in and to the contract.



**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
OCTOBER 12, 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 12th 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, City Manager Sam Gaston, and City Clerk Steven Boone.

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

1. CONSENT AGENDA

Council President Smith 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 24, 2015 special meeting of the City Council.

Approval of the minutes of the September 28, 2015 regular meeting of the City Council.

Approval of the minutes of the October 7, 2015 special meeting and work session of the City Council.

2015-140	Ratify the [unbudgeted] transfer of \$75,000 from the General Fund to the Capital Projects Fund as of September 30, 2015	Exhibit 1
2015-141	Recommend 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	Exhibit 2, Appendix 1
2015-142	Remove 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)	Exhibit 3, Appendix 2
2015-143	Declare certain property surplus and authorizing its sale at public Internet auction	Exhibit 4
2015-144	Accept 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	Exhibit 5, Appendix 3

2015-145 Accept and authorize the execution of a professional services agreement between the City and Walter Schoel Engineering, Inc. with respect to its topographic survey, schematic design, and preparation of construction documents for erosion control of the streambank and channel of Shades Creek (at Mountain Brook Parkway and Overbrook Road)

Exhibit 6,
Appendix 4

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes and resolutions. 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 thereupon declared that said minutes and resolution (Nos. 2015-140 through 2015-145) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. CONSIDERATION: ORDINANCE (NO. 1941) PROVIDING FOR A STOP SIGN ON RANDOLPH ROAD AT ITS INTERSECTION WITH FAIRWAY DRIVE AND PROVIDE PUNISHMENT FOR VIOLATIONS THEREOF (EXHIBIT 7, APPENDIX 5)

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

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard 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: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion carried by a vote of 5—0.

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

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

The Council President Smith declared that the said ordinance (No. 1941) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, October, 26, 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.

4. ADJOURNMENT

There being no further business to come before the City Council President Smith adjourned the meeting.

5. 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 October 12, 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

EXHIBIT 1

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)

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

EXHIBIT 2

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.

APPENDIX 1**EXHIBIT 3****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).

APPENDIX 2**EXHIBIT 4****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	Gravelly 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

Item	Asset	Description	Serial Number	Notes
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.

EXHIBIT 5

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).

APPENDIX 3

EXHIBIT 6

RESOLUTION NO. 2015-145

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 professional services agreement, 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 Walter Schoel Engineering, Inc. with respect to its topographic survey, schematic design, and preparation of construction documents for erosion control of the streambank and channel of Shades Creek (at Mountain Brook Parkway and Overbrook Road).

APPENDIX 4

EXHIBIT 7

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.

APPENDIX 5



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.

(Mailing Address) PO Box 304900 • Montgomery, AL 36130-4900
(Office Location) 201 South Union Street, Suite 200 • Montgomery, AL 36104
Phone: 334-263-8326 or 1-866-836-9137 • Fax: 334-517-9778

City/Town of _____ Unit Number _____

Listing of Elected Officials

<u>Elected Official Name</u>	<u>Social Security Number/Contract Number</u>	<u>Election Date</u>	<u>Enroll/Decline/Opt Out</u>
Mayor	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____
Council	_____	_____	_____

2015-142

Form Completed By: _____

Print Name	Title	Signature	Date
_____	_____	_____	_____



WORK AUTHORIZATION

TO: Randy Vaughn, PROJECT #: 15-007
FROM: Alida Bailey, P.E., DATE: October 2, 2015
SUBJECT: W Woodruff Road at S Brookwood Road concrete island

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 island to be constructed within the confines of the pavement and not require adjusting of the existing curb lines.
- Construction will include a layout, drainage, and details necessary for construction of the improvements. A section notebook will be prepared to describe the improvements for the City's use in reviewing a contract. Also an estimate of probable construction cost will be prepared and provided to the City.
- Estimate includes professional investigations, preparation of contract documents or submittals for bidding, review of bids, and construction inspection and signing.

SUBJECT

SCOPE 22 Leto sum
STATUS
The 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 attached.

APPROVED:

Signature of Alida Bailey, P.E.
Alida Bailey, P.E.
CIVIL ENGINEER
License #17294

Accepted:

Signature of Lawrence T. Peltier, Mayor
Lawrence T. Peltier, Mayor
Mayor, Twp
10/12/2015
Date

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 942-6432 | f (205) 942-6433
www.sain.com

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Table with columns: Item, Description, Unit, Rate. Includes items like Survey, Design, Construction, etc.

* Closing time is based on leaving one hour before the end of the day.
Northwest Expenses
Having visited north Alabama, one hour departure was not included within our hours and will be passed along to you as an add-on job cost.

By signing this contract, the contracting party agrees, for the duration of the agreement, they will not assign, lease, sub-contract, or otherwise dispose of the contract to any other party without the written consent of the contractor.
Statement of Work
The contract is for professional services performed or to be performed by Sain Associates under the Agreement and the fee and other terms stated by Sain Associates' standard proposal and/or other correspondence at the time of the contract.
Statement of Retention
Sain Associates shall retain 10% of the contract amount as retention.
Dispute Resolution
The Sain Associates agrees that if a dispute arises out of or within the contract, the parties will attempt to resolve the dispute through good faith negotiation.
Change and Variation
The contractor shall not be held liable for any changes or variations to the contract without the written consent of the contractor.
Force Majeure
Neither party shall be deemed to default in the performance of its obligations under this Agreement if performance is prevented or delayed by circumstances beyond its control.



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

THIS ADDENDUM ("the Addendum") is 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 purporting to alter to (1) neither greater rights or remedies as the Contractor does as provided herein or under otherwise applicable law, or to (2) 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 amendments, extensions, or supplements of or to this principal agreement, whether or not expressly acknowledged or incorporated therein. The agent, employee, or representative of the City is authorized to review, 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 meaning:
A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
B. "The City 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; Alternative 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 as 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 affect the Contractor's greater relief (e.g., attorney's fees, damages, etc.) that would be available under otherwise applicable law, (2) the reason 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 the 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 imposing liability therefor.

- 4. Law Payment Charges; Fees Involvement. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services of a cost higher than two-thirds of one percent per month (per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendering of a complete and accurate bill by the Contractor. Contracted bills shall not be subject to late payment charges pending resolution of the dispute.
5. Arbitration; Mediation; Alternative Dispute Resolution; Limitation of Liability or Remedies. The City shall not and does not intend to, limit, bar, or release the Contractor or any other person, firm, or legal entity from, from, or with respect to any claim, cause of action, tort, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of this agreement or the performance or non-performance 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, extent, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disapproved, 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 this agreement and the resolution of any dispute arising thereunder or relating thereon 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 satisfy relief by means of any assumed breach of duty arising out of or relating to the performance or non-performance 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 a contract 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 1996, and the Business-Humanities Alabama Temporary and Citizen Preference Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ on whom it or has business transacted with respect to such employees or to fail to comply with the I-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 no willful or other unlawful employee who is particularly familiar with the Contractor's hiring practices to ensure 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 remove unqualified employees from the entire contract of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Misrepresentation of Underlying and such other documents as the Board may require to maintain 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 unauthorized alien to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to that 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, inform its personnel of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1996, and the Business-Humanities Alabama Temporary and Citizen Preference Act. Contractor shall provide each of its subcontractors, or other parties with whom it has a contract, to set in a similar fashion. If Contractor violates any terms 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, attorney's fees), claims, suits, judgments, 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: [Signature] Mayor

2014-144

2015-945

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF MOUNTAIN BROOK, ALABAMA
AND
WALTER SCHOEL ENGINEERING COMPANY, INC.
FOR
SHADES CREEK STREAMBANK STABILIZATION
Monteale Brook, Alabama

October 8, 2015

This AGREEMENT, entered into by and between The City of Monteale Brook, Alabama, hereinafter referred to as the Client, and Walter Schoel Engineering Company, Inc., hereinafter referred to as the Consultant, is for Consulting Services essential with streambank stabilization within Shades Creek along Mountain Brook Parkway, located in Birmingham, Alabama.

SCOPE OF WORK

1. TOPOGRAPHIC SURVEY

The Consultant would prepare a topographic survey of the streambank and channel of Shades Creek. The survey is intended to serve as the basis for design of stabilization measures.

Proposed Fee \$ 2,000

2. SCHEMATIC DESIGN

The Consultant would prepare preliminary schematic design documents in support of the streambank stabilization project. Upon completion, the Consultant would meet with the City for review approval. The detailed scope is as follows:

- Preparation of schematic design plans, including:
o Site layout plan
o Grading plan
Review schematic design with the Client

Proposed Fee \$ 4,500

3. CONSTRUCTION DOCUMENTS

The Consultant would perform final design and prepare construction documents for the streambank stabilization. The detailed scope is as follows:

- Preparation of Final Construction Plans, including:
o Curve sheet
o Site layout/Grading/Erosion Control Plan
o Detail plan (details of gabions, etc.)

Monteale Brook Streambank per day

No-Rise Letter/Flood plain Development permit

Proposed Fee \$4,500

FEES SUMMARY

Table with 2 columns: Item, Amount. 1. Topographic Survey \$ 2,000; 2. Schematic Design \$ 4,500; 3. Construction Documents \$ 4,500; Total \$ 11,000

NOT IN SCOPE OF WORK

- Structural design of retaining walls
Design of shoring systems (designs build by contractor if required)
FEMA Conditional Letter of Map/Letter of Map Revision
US Army Corps of Engineers Permitting
ADCM NPDES Construction Stormwater Permitting
Construction surveying
Design of utility modifications or relocations
Water surface modeling for No-Rise certification (if required this would be additional. A letter should suffice)

PAYMENT TERMS

The Consultant will bill the Client weekly based on work completed during the previous month. Work completed will be based on time and materials at the below schedule of unit rates. Payments are due thirty (30) days following receipt of invoice. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from parties or upon successful completion of the project...

SCHEDULE OF UNIT RATES

Table with 2 columns: Position, Rate. Senior Principal \$ 223.00 per hour; Principal \$ 170.00 per hour; Chief Land Surveyor \$ 170.00 per hour; Senior Project Manager \$ 148.00 per hour; Project Manager 2 \$ 125.00 per hour; Project Manager 1 \$ 110.00 per hour; Senior Professional \$ 120.00 per hour; Project Professional \$ 105.00 per hour; Staff Professional \$ 90.00 per hour; Senior Designer / Survey Draftsman / Specialist \$ 90.00 per hour; Designer / Survey Draftsman / Specialist 2 \$ 80.00 per hour; Designer / Survey Draftsman / Specialist 1 \$ 70.00 per hour

APPENDIX 4

Monteale Brook Streambank per day

Table with 2 columns: Item, Rate. Field Survey Party \$ 150.00 per hour; Laser Scanning Field Crew \$ 200.00 per hour; Laser Scanning Specialist \$ 125.00 per hour; Admin Support/Intern \$ 55.00 per hour; Courier \$ 25.00 per delivery; Transportation \$ 0.50 per mile; Materials (Stakes and Hubs) \$ 0.35 each; (Flagging) \$ 2.50 per roll; (Iron Pins and Caps) \$ 1.00 each; (Spray Paint) \$ 3.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the various standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damage whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation in force, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by

Monteale Brook Streambank per day

providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, work, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to unauthorized alterations. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

Mountain Brook, Alabama pro.doc

PROPOSAL ACCEPTANCE

SUBMITTED: _____ ACCEPTED: _____
 Consultant: Walter School Engineering Company, Inc. Client: The City of Mountain Brook, Alabama
 Signature: Wald Sherr Signature: Ran Olar
 Name: Walter School III Name: LAWRENCE T. ODE
 Title: President Title: Mayor
 Date: October 8, 2015 Date: 10/12/2015

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____
 Client or Client's authorized representative: _____
 Street Address: _____
 City, State, Zip: _____
 Phone Number: _____ Fax Number: _____
 Email Address: _____
 Client's Project Number: _____ Client's Purchase Order Number: _____

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND WALTER SCHOOL ENGINEERING, INC. DATED OCTOBER 12, 2015

THIS ADDENDUM ("the Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Walter School Engineering, Inc. ("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.

- Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - "The City"** refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - "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.
 - "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.
- 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.
- 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,

APPENDIX 4

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

- 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.
- 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.
- 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.
- 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.
- 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-Hanamon 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 I-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-Hanamon 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, attorney's 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.

Walter School Engineering, Inc.

City of Mountain Brook, Alabama

By: Wald Sherr
its: President

By: Ran Olar
its: Mayor

