

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 8, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on the 8th day of July, 2019. 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
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: Philip E. Black

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

1. AGENDA

1. MAX transit service for fiscal year 2020—Sam Gaston (re: June 24, 2019 minutes, Book 90, pages 803-821.)
2. Resolution No. 2019-094, Municipal Election Services Agreement, was added to the formal meeting agenda.
3. Review of the matters to be considered at the formal (7 p.m.) meeting
4. The proposed resolution authorizing security improvements in the mall area of City Hall (Appendix 1) was removed from the formal meeting agenda (further study is necessary before proceeding).

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss matters of real estate. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 4—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned at approximately 7:46 p.m.

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 July 8, 2019, 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

Approved July 22, 2019

RESOLUTION NO. 2019-094

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the installation of bullet resistant glass and related security improvements in the mall area of the City's Municipal Complex.

ADOPTED: This 8th day of July, 2019.

Council President

APPROVED: This 8th day of July, 2019.

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 July 8, 2019, as same appears in the minutes of record of said meeting.

City Clerk



2213 6th Avenue South, Birmingham, AL 35293, Phone 205-322-1627, Fax 205-322-1619
email: sandy@nelsonglass.com
www.nelsonglass.com

Mt. Brook

FAX TRANSMISSION

DATE: *6-28-19*

TO: *Steve*

FROM: *SNJ*

FAX NO: _____

SUBJECT: *DE Glass*

Number of Pages (Including Cover Sheet) *2*

Quoted
David S + Mt. Brook.org

APPENDIX 1

Bullet Resistant Glass Municipal Complex and Security Improvements :2019-094

NELSON GLASS COMPANY



2213 - 6th AVENUE SOUTH, BIRMINGHAM, AL 35293 PHONE 205-322-1627, FAX 205-322-1619

Proposal

City Of Mountain Brook
Attention: Steve Boone
Phone: 205-322-8922
May 28, 2019
Job: Mountain Brook City Hall 56 Church St
Mountain Brook, Alabama

Glass and Glazing..... COST:

Scope of Work:

We Propose To Furnish And Install The Following:

- Install Framing And Bullet Resistant Glass
- Level 1 (9mm FMJ) \$26,160.00
- Level 2 (157 Magnum) \$27,830.00
- Level 3 (44 Magnum) \$30,180.00

Exclude Final Cleaning
Need To Make Sure Counter is Structurally Sound
Current Lead Time is 5 To 6 Weeks

Nelson Glass Company By: *Steve Martin*

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 8, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 8th day of July, 2019. 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
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: Philip E. Black

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

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

1. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scout Charles Skinner, Acting Senior Patrol Leader for Troop 320 along with 10-12 fellow Boy Scouts in attendance for their Communications and Citizenship in the Community merit badges. Also, brothers Walt and Wyatt McAlexander of Troop 20 were recognized.

2. 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 June 24, 2019, regular meeting of the City Council

2019-093	Authorize the execution of an agreement between the City and Architectural Graphic & Design Specialties, Inc. with respect to their design and manufacture of gateway signs for the City	Exhibit 1, Appendix 1
2019-094	Authorize the execution of the Jefferson County Municipal Election Services Agreement with respect to the September 24, 2019, special election to decide on a 10-mil ad valorem tax increase exclusively for the benefit of the Mountain Brook City Schools	Exhibit 2, Appendix 2
2019-095	Authorize the execution of a contractor agreement between the City and Goodgame Company, Inc. with respect to the construction of an equipment shed for the Public Works Department	Exhibit 3, Appendix 3

Thereupon, the foregoing minutes and resolutions introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council member Womack 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:

Yeas: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-093 through 2019-095) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

3. ANNOUNCEMENT

The next regular meeting of the City Council will be July 22, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:05 p.m.

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 July 8, 2019, 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
Approved July 22, 2019

EXHIBIT 1

RESOLUTION NO. 2019-093

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, an agreement between the City and Architectural Graphic & Design Specialties, Inc., in the form as attached hereto as Exhibit A, subject to such minor revisions recommended by legal counsel, with respect to their design and manufacturing of gateway signage for the City.

APPENDIX 1

EXHIBIT 2**RESOLUTION NO. 2019-094**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement (in the form as attached hereto as Exhibit A) with the Jefferson County Commission for election services in conjunction with the City's September 24, 2019, special election and November 5, 2019, runoff election, if necessary, for a proposed 10 mil ad valorem tax increase for the exclusive benefit of the Mountain Brook City Schools.

APPENDIX 2

EXHIBIT 3**RESOLUTION NO. 2019-095**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, a contractor agreement between the City and Goodgame Company, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the construction of an equipment shed for the Public Works Department.

APPENDIX 3

2019-093



Karen Fowler <fowlerk@mtnbrook.org>

FW: Gateway signs

1 message

Sam Gaston <sgastons@mtnbrook.org>
To: Karen Fowler <fowlerk@mtnbrook.org>

Mon, Jul 1, 2019 at 9:15 AM

For Formal Agenda

Sam S. Gaston
City Manager
City of Mountain Brook, AL
56 Church Street
P.O. Box 130009
Mountain Brook, AL 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: christopher@agdspecialties.com [mailto:christopher@agdspecialties.com]
Sent: Thursday, June 27, 2019 12:17 PM
To: Sam Gaston
Cc: BENSON, AMBER; Molly Wallace
Subject: Re: Gateway signs

Hello! Attached is the current pricing. We added \$400 to add the logo to the back of the Neighborhood Sign. So total material cost is \$10,785 + tax. Lead time is approximately 6 to 8 weeks from approval. Please let me know if questions. Thanks!

6 attachments



AGDS-INC-9-2016-email.jpg
10K

Untitled attachment 01936.htm
1K

MBSigns6-27-19.pdf
330K

MB-A100FinalRev.pdf
1119K

Untitled attachment 01939.htm
13K

Untitled attachment 01942.htm
16K

April 5, 2018

Revised June 27, 2019

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Re: Signage Budget for City Entrance/Neighborhood Signs

We have enjoyed working with you on this project. Following is the budget pricing based on drawing MB-A100.pdf:

1. Material Cost for City Entrance Signs @ \$6,235 each + tax
(Qty of 1) Single-Sided Graphics
- ~~2. Material Cost for Neighborhood Signs - Option A @ \$1,750 each + tax~~
3. Material Cost for Neighborhood Signs Option B @ \$4,550 each + tax
Includes adding Mountain Brook Logo to back of Sign
4. Professional Services - Cost To Be Determined
 1. Field Location Surveys/ Stake-out for each Sign Location
 2. Photographic Documentation for each Location
 3. Graphic Detailing of Components

Note: Installation, Permits and Line Location by City of Mountain Brook

Terms: 50% Down payment, Balance Net 15 days

Please let me know if you have any questions. Thank you!

Sincerely,

Christopher M. Brown, Sr. Vice President
Architectural, Graphic & Design Specialties, Inc.

APPENDIX 1



2019-094

STATE OF ALABAMA
JEFFERSON COUNTY



MUNICIPAL ELECTION SERVICES AGREEMENT

THIS AGREEMENT entered into this July 8, 2019, by and between Jefferson County Commission, political subdivision of the State of Alabama (hereinafter called "the County"), and the City of Mountain Brook, hereinafter called "the City".

WHEREAS, the City's Municipal election will occur on September 24, 2019, and, if required, a runoff election will occur on November 5, 2019; and

WHEREAS, the City desires to purchase certain election services from the County;

NOW, THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES: The Scope of this agreement is for County's General Services Department-Elections Division to provide election services for the above specified election which may include requested equipment and services as follows: ES&S DS-200 ballot tabulators, ES&S AUTOMARKS voter mark terminals, for handicap voters; XNOVOTRAC POLLPADS electronic ePollbooks for Election Day voter look-up and check-in; voter privacy booths, tables, chairs, exterior "vote here" signage. [Election services also include ballot design and layout, equipment coding, assistance with equipment logic and accuracy testing, ePollbook data downloads and set up, equipment delivery/pickup and Election Day support for the provided equipment. City is responsible for ballot proofing accuracy and authorization.

EXCLUSIONS: Ballot printing services and Election Day supplies are not included in this agreement. City shall make separate provisions for ballot printing and Election Day supplies.

MUNICIPAL ELECTIONS: The specified elections equipment may be used to conduct Municipal elections for cities which lie within the legal jurisdiction of Jefferson County Alabama.

EQUIPMENT: The County agrees to provide the following equipment for the above listed Municipal Election:

EQUIPMENT	UNIT RATE	UNIT OF MEASURE	QUANTITY	EXTENDED COST
DS200 Tabulators	\$450.00	each	6	\$2,700.00
DS200 (Absentee)	\$450.00	each	1	\$450.00
AUTOMARKS	\$450.00	each	6	\$2,700.00
AUTOMARK (Absentee)	\$450.00	each	0	\$0.00
POLLPAD Electronic Pollbook	\$125.00	each	20	\$2,500.00
Equipment Delivery	\$280.00	per precinct	6	\$1,680.00
Voter List - Posting/Pub	\$11.00	per 1000 Names*	15	\$165.00
Voter List - CD	\$11.00	per 1000 Names* + \$45	15	\$210.00
Tables	\$0.00	each	24	\$0.00
Chairs	\$0.00	each	36	\$0.00
Privacy Booths	\$0.00	each	12	\$0.00
"Vote Here" Signage	\$0.00	each	6	\$0.00
* Rounded up			GRAND TOTAL:	\$10,405.00

DELIVERY AND PICKUP OF EQUIPMENT: County has entered into a third party contractual agreement for delivery/pickup services of election equipment. The City clerk shall be responsible for coordination with the provider's site contact person for the equipment delivery/pickups.

*In addition to the delivery base rate listed above, the County will be reimbursed by the City an additional \$175.00 per each site for recovery if the equipment cannot be delivered on the scheduled delivery date and time due to the fault of the City.

- 1) Poll Pads by location (20 total):
 - St. Luke's 1 Canterbury INN 1
 - City Hall 4 Cherokee Bend Elem 3
 - Bronwood Baptist 4 Mt. Brook Comm Church 1

STATE OF ALABAMA



JEFFERSON COUNTY

INSPECTION: The County and the City shall jointly inspect each piece of equipment and note the condition of each item prior to the release of equipment to the City and again immediately upon return of the equipment to the County. The equipment shall be returned in the same condition it was in at the time of release. City shall be responsible for all repair or replacement cost for damaged equipment.

TERM OF AGREEMENT: The term of this agreement is through the date of the election listed above or runoff election if applicable.

COMPENSATION: Payment shall be made to "Jefferson County Commission" to the below address under "Notices" Equipment will not be delivered without payment to the County in advance of equipment delivery.

RUNOFF ELECTION: City shall contact the General Services, Chief of Elections, to give notification of the status of a pending runoff election. City shall submit the completed Runoff Election form "Attachment A" selecting the equipment and quantity of each to the Chief of Elections along with the payment for the runoff election.

NOTICES and PAYMENTS: All notices, payments and other communications required or permitted to be given under this agreement shall be in writing and shall be deemed duly given if delivered personally in hand or sent via certified mail and addressed to the appropriate party at the following addresses:

COUNTY: Jefferson County General Services Department
Election Division, Chief of Elections-Room 1
716 Richard Arrington Jr. Blvd. N
Birmingham, Alabama 35203
Phone 205-849-2391

CITY CLERK: Steven Boone
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213
205-803-3025
boone.s@ci.mtnbrk.al.gov

IN WITNESS WHEREOF, The Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Steven Boone _____ 7/8/2019
City Clerk _____ Date

Stewart Welch III _____ 7/8/2019
Mayor _____ Date

James A. Stephens _____
Commission President _____ Date

ATTACHMENT A

APPENDIX 2

STATE OF ALABAMA



JEFFERSON COUNTY
RUNOFF ELECTION REQUEST FORM

In the event that the City has a runoff election and the City requests election services from the County, the City Clerk shall contact the Jefferson County Chief of Elections at the address/phone listed below and coordinate submission of the requested equipment and services:

Jefferson County General Services Department
Election Division, Chief of Elections- Room 1
716 Richard Arrington Jr. Blvd N
Birmingham, Alabama 35203
Phone 205-849-2391

City of Mountain Brook

Date of the Runoff election; November 5, 2019

Equipment Selection				
EQUIPMENT	UNIT RATE	UNIT OF MEASURE	QUANTITY	EXTENDED COST
DS200 Tabulators	\$450.00	each	6	\$2,700.00
DS200 (Absentee)	\$450.00	each	1	\$450.00
AUTOMARKS	\$450.00	each	6	\$2,700.00
AUTOMARK (Absentee)	\$450.00	each	0	\$0.00
POLLPAD Electronic Pollbook	\$125.00	each	20	\$2,500.00
Equipment Delivery	\$280.00	per precinct	6	\$1,680.00
Voter List - Posting/Pub	\$11.00	per 1000 Names*	15	\$165.00
Voter List - CD	\$11.00	per 1000 Names* + \$45	15	\$210.00
Tables	\$0.00	each	24	\$0.00
Chairs	\$0.00	each	36	\$0.00
Privacy Booths	\$0.00	each	12	\$0.00
"Vote Here" Signage	\$0.00	each	6	\$0.00
* Rounded up			GRAND TOTAL:	\$10,405.00

*City shall include payment for services with this attachment in order for the services to be provided by the County.

Steven Boone _____ 7/8/2019
City Clerk _____ Signature, City Clerk _____ Date

Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it 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, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. **Amendment.** Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. **Delayed Performance/Force Majeure Events.** Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

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Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below:

CITY OF MOUNTAIN BROOK, ALABAMA (CITY)

By: [Signature]

Title: Mayor

Date: 7/7/2019

(CONTRACTOR)

By: _____

Title: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

1. Scope of Work.

See attached Plans, Specifications and Addendum, 2019 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. **Project Schedule.** Weather permitting, Contractor expects to complete the Work within an approximate week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:

3278 East Street
Birmingham, AL 35208
Email:
Day Tel #: 205-802-3866

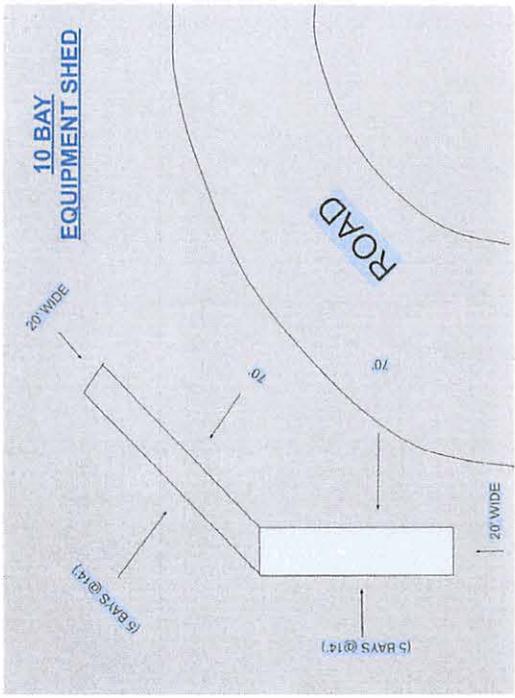
Contractor Project Representative:

2311 3rd Avenue
Birmingham, AL 35208
Email:
Day Tel #: 205-338 - 2551
Contract # GCR09061719-01

4. Special Conditions

Grade work and concrete work sensitive to be done by Public Works.

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APPENDIX 3