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.

Steven Boone
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 Books, 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

NELSON GLASS

FAX TRANSMISSION

Proposition

Proposal

To: Steve Books

From: Nelson Glass

Date: 07-08-19

Subject: Nelson Glass

ATTN: Steve Books

May 29, 2019

Mountain Brook City Hall

Mountain Brook, Alabama

Proposal

Glas & Glazing

COST

Scope of Work:

Steel Framing and Bullet Resistant Glass:

Level 1: 3.99M (13.13’ x 13.13’)

Level 2: 3.89M (12.79’ x 12.79’)

Level 3: 4.04M (13.28’ x 13.28’)

Exterior Finishing:

Exterior Finishing is to be ballpark estimated for structurally sound material. Current Lead Time is 5 to 6 weeks.

Nelson Glass Company

By: Steven Books
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

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

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

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
FW: Gateway signs

Sum Gayton <sgayton@mboroak.org>
City of Mountain Brook
56 Church Street
P.O. Box 24009
Mountain Brook, AL 35211
(205) 860-2013 Phone
(205) 875-3077 Fax

To: Karen Fowler <kfowler@mboroak.org>

Subject: Gateway signs

We have received the Gateway signs. Attached is the current pricing. We asked before to add the tags to the back of the Neighborhood Sign. The total material cost is $10,775 + tax. Lead time is approximately 6 to 8 weeks from approval. Please let me know if questions. Thanks!

From: Christopher J. Brown, Sr. Vice President
Architectural, Graphic & Design Specialties Inc.

April 5, 2019
Received 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 NO-4-000.pdf:

1. Material Cost for City Entrance Signs $5,395 each +tax
2. Material Cost for Neighborhood Signs Option A $4,300 each + tax
3. Material Cost for Neighborhood Signs Option B $4,300 each + tax

4. Professional Services - Cost To Be Determined
   1. Field Location Surveys/Mark-out for each Sign Location
   2. Photographic Documentation for each Location
   3. Drafting Detailing of Components

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

Terms: 50% Down payment, Balance Due in 90 days

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

Sincerely,

Christopher J. Brown, Sr. Vice President
Architectural, Graphic & Design Specialties Inc.
STATE OF ALABAMA
JEFFERSON COUNTY

MUNICIPAL ELECTION SERVICES AGREEMENT

THIS AGREEMENT made this 7-8-2019 by and between Jefferson County Commission, political subdivision of the State of Alabama, located in the County of Jefferson, hereinafter referred to as the "County," and Municipal Election Services, hereinafter referred to as the "BCMS," whereby the County shall provide services to the City of Mountain Brook, hereinafter referred to as the "City," in the event of a runoff election.

WHEREAS, the City, Municipal Election Services, will operate on November 5, 2019, and if required, a special election will occur on November 26, 2019, and

WHEREAS, the City desires to purchase certain services and materials from the County,

NOW, THEREFORE, in consideration of the above and the mutual covenants herein, it is agreed as follows:

SCHEDULE OF SERVICES: The services to be provided by the County to the City for the 2019-2020 election cycle shall include the following:

- Ballot stuffing
- Election day office
- Ballot equipment rental
- Voting machine rental

SCHEDULE OF PAYMENT: The schedule of payment shall be as follows:

- Ballot stuffing: $450.00 per day
- Election day office: $450.00 per day
- Ballot equipment rental: $400.00 per day
- Voting machine rental: $400.00 per day

EXHIBIT: Ballot stuffing and election day services are not included in this agreement. City shall make separate arrangements for ballot stuffing and election day services.

MUNICIPAL ELECTION SERVICES: The specific election equipment may be used in the 2019-2020 municipal election cycle for the following:

- Ballot stuffing
- Election day office
- Ballot equipment rental
- Voting machine rental

REQUISITION: The County agrees to provide the following equipment for the 2019-2020 municipal election cycle:

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>UNIT RATE</th>
<th>UNITS IN REQUISITION</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ballot stuffing</td>
<td>$450.00</td>
<td>6</td>
<td>$2,700.00</td>
</tr>
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<tr>
<td>Voting machine rental</td>
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<td>6</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>

SUCCESS AND DELIVERY: The County shall receive a list of the equipment ordered, and the County shall provide the services of election assistance. The City shall be responsible for the equipment ordered.

In addition to the delivery date set forth above, the City shall be responsible for the following:

- Ballot stuffing: $450.00 per day
- Election day office: $450.00 per day
- Ballot equipment rental: $400.00 per day
- Voting machine rental: $400.00 per day

City of Mountain Brook

Date of the Runoff election: November 5, 2019

<table>
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</tr>
</tbody>
</table>

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

Steven Boone
Election Administrator

July 8, 2019
The City will not furnish any firm, final, executed or account of insurance to any person or corporation, unless and until the City shall have received satisfactory evidence that the same has been furnished to the City in accordance with the terms hereof.

8. Safety. The City shall not be liable for the safety or lack thereof of any person or property that may be involved in the operation of the Project, including the safety of the public while on the Project property.

9. Limitations of Liability. In no event may any person or corporation recover from the City any damages, directly or indirectly, for any reason, on account of any injury, loss of life or property, whether the same be caused by the negligence of the City or by any other cause, whether the same be caused by the negligence of the City or by any other cause, whether the same be caused by the negligence of the City or by any other cause.

10. Indemnification. The City shall be indemnified by the Company against all losses, damages, costs and expenses, including reasonable attorneys' fees, incurred by the City in connection with the construction, operation or maintenance of the Project.

11. Miscellaneous. This Agreement shall be deemed to have been made and performed in the State of California, and the laws of California shall govern the same, without regard to principles of conflict of laws. The parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought in the Courts of the State of California, County of Los Angeles, and each party hereby consents to the jurisdiction of such Courts and waived any objections to the venue of any such action or proceeding.

12. Entire Agreement. This Agreement, together with any other agreement or document heretofore or heretofore entered into by the parties hereto, constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations and agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Los Angeles

By: /s/ Signature

Company Name

By: /s/ Signature

APPENDIX 3

This APPENDIX 3 is to be read in conjunction with the preceding sections of the Agreement for the purposes of providing additional information, definitions, or schedules.

1. **Definitions**: Here, definitions of terms used throughout the Agreement are provided, ensuring clarity and understanding of the various provisions.

2. **Exhibit A**: This exhibit includes detailed specifications, designs, and other technical information relevant to the Project. It is an integral part of the Agreement, providing specific details on project components, materials, and technical requirements.

3. **Exhibit B**: This exhibit outlines the project timeline, milestones, and deadlines for completion of various project phases. It serves as a roadmap for project management, ensuring that all parties are aligned and can track progress effectively.

4. **Exhibit C**: This exhibit contains financial information, including budget, costs, and anticipated returns. It is crucial for financial planning and accountability, ensuring that the project remains within budget and meets financial goals.

5. **C. Property and Equipment**: A comprehensive list of all property and equipment acquired or used in the Project, including their values and conditions.

6. **D. Reports and Documentation**: Guidelines and procedures for maintaining and submitting reports and documentation, ensuring compliance with regulatory requirements and internal quality control standards.

7. **E. Other**: Additional sections that may include legal notices, amendments, or other provisions as deemed necessary for the successful execution of the Project.

This APPENDIX 3 serves as a supplement to the Agreement, providing additional context and detail to support the agreed-upon terms and conditions.