The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on the 13th day of May, 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  
              Philip E. Black  
              Lloyd C. Shelton  
              Alice B. Womack  
              Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Council member Shelton introduced Charles Polmatier who he recommends to serve on the Finance Committee (Resolution No. 2019-068) and also recommends Ragan Cain to fill the unexpired term of Jack Martin on the Finance Committee (Resolution No. 2019-067)

2. Introduction of Chase Wright, Spire Governmental Affairs Specialist—Mayor Welch

3. Lane Parke update—John Evans. It is contemplated that the developer will City seek approval of amendments to the PUD master plan as early as the July Planning Commission meeting. Contemplated changes include, but are not limited to, two Drive-Thrus in phase 2 of the development.

4. Sharing costs for sidewalk along Poe Drive—Charles Kessler (Appendix 1). The developer shall contact the property owner at the corner of Poe Drive and Overton Road to seek permission to install the improvements on their property and return to the City Council at a later date once such approval is secured. The developer requests the City pay $20,000 toward the proposed improvements within the City limits.

5. Petition to close Beech Circle—Blair Badham and Caleb Phillips on behalf of the Beech Circle residents (Appendix 2). The members of the City Council expressed their general approval of the proposed siren activated gate installation the cost of which and ongoing maintenance to be the responsibility of the neighborhood. The residents and City Attorney are to prepare an agreement to formalize the understandings and responsibilities of both parties for formal consideration by the City Council at a later date.

6. Agreement with Morris-Shea Bridge Company (Dick Shea) with respect to improvements at the Athletic Complex—Shanda Williams (Appendix 3). Mr. Shea has agreed to perform the grading, drainage and install the access road. The City shall be responsibility for tree removal, installation of the retaining wall and chain link fence atop the retaining wall. The project costs to the City (excluding the in-kind services to be performed by Mr. Shea) are estimated to be $84,000.
7. Project assignment of discretionary funds from Rep. Jim Carns—Sam Gaston. Unless the City Council prefers differently, the $10,000 Rep. Carns has offered the City will be spent on improvements to the park located on Woodcliff Circle off of Cahaba River Road which is located in Rep. Carns’ district.

8. Review of the matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION

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 1) good name and character and 2) strategy in preparation for negotiations between the governing body and a group of public employees. The City Attorney certified (Appendix 4) 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  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0.

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the execution session at 7 p.m. and adjourned the pre-meeting at approximately 6:58 p.m.

4. 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 May 13, 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
May 15, 2019

Re: Road improvements Poe Drive, Mountain Brook

To whom it may concern,

The following is an estimate of the improvements to be made to Poe Drive. Some of this work, such as the storm pipe is mostly located in Vestavia. Kadco and Vestavia will pay the bulk of this work. It is unknown if some of the remaining work can be alleviated. This will depend on how much grading we can do without hitting rock, utilities or grading into private property.

1. Clear and grade ROW
   10’ x 20’ x 15’ and haul off all debris $18,000.00
   2. Add an additional 80’ of 12” PVC pipe
   Two junction boxes; one headwall $16,000.00
   3. Approximately 6’ black wall
   8’ long with rock face $11,000.00
   4. Install 4’ buff colored concrete sidewalk
   115’ $8,500.00

$53,500.00

Kadco, LLC will be responsible for all insurance, interest, permits, locating utilities, traffic, and asphalt overlay as needed. Kadco, LLC is also planning to install streetlights on Poe Drive and would prefer to purchase them rather than rent them for Alabama Power. The cost for this is unknown at this time. We are asking the City of Mountain Brook to contribute a coupled amount of $25,000.00.

Thank you,

Charles Kessler, President
Kadco, LLC
1. Traffic & Safety
   - Daily illegal violations by drivers ignoring the WRONG WAY and ONE-WAY signage
   - Speeding drivers using the "Circle" as a one-way cut through
   - Speeding drivers have resulted in several 'close calls' of potentially fatal accidents to children
   - 41 Children live on Beech Street and Beech Circle
   - Ride share and GPS navigation apps direct drivers to Crestline through the WRONG WAY signage
   - Tapestry Park Apartments 1,000+ cars illegally use the one-way street and account for the significant increase in cut thru traffic

2. Neighborhood Request
   1. Approve gate installation with emergency service access
      - Fire Chief Chris Mullens has obtained quote from gate fabricator with his preferred specifications for siren activated gate opener
   2. Install a single NO OUTLET sign

Outline
1. Traffic & Safety
2. Neighborhood Request
3. Addressing Past Challenges
4. Benefits to City of Mountain Brook

APPENDIX 2
Thank You and Questions?

3. Addressing Past Challenges

1. Emergency vehicle and medical staff access to Trinity Hospital – Closed 2015

2. MB Emergency vehicle turn around – Fire Chief Chris Mullins supports use of siren activated gate to maintain current turn around access

3. City of Birmingham Concerns - MB staff has met with counterparts at COB and have received their approval for the requested gate option

4. Approval Benefits to City of Mountain Brook

- Returns Beech Circle to non thru way design intent
- Satisfies the concerns of MB city council and emergency services
- Prevents illegal one way violation safety issues and enforcement
- Safety prioritization of neighborhood resident children
- Thru traffic will be safely served by the Hagood Street traffic light
- Decreased Euclid Ave vehicle traffic using Crestline as cut thru
- No burden to adjacent landowners

APPENDIX 2
To: VIRGINIA SMITH
   MR. BROOK CITY COUNCIL PRESIDENT
From: CARL JOHNSON (CITY ATTORNEY)
Subject: EXECUTIVE SESSION

Date/Time: 6:00 p.m., 5/12/19

Pursuant to the Alabama Open Meeting Act (OMA), I hereby advise the Council that the matters to be discussed in the Executive Session would have an adverse effect on the City’s negotiating position if disclosed outside of the contemplated Executive Session.

C: CITY MANAGER SAM GASTON
   CITY CLERK STEVE POONGE
   MAYOR STEWART WILCH
The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:15 p.m. on the 13th day of May, 2019. The Council President called the meeting to order and the roll was called with the following results:

**Present:**
- Virginia C. Smith, Council President (and District Chairman)
- William S. Pritchard III, Council President Pro Tempore
- Philip E. Black
- Lloyd C. Shelton
- Alice B. Womack
- Stewart Welch III, Mayor

**Absent:** None

Also present were City Attorney Carl Johnson, 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. **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:

<table>
<thead>
<tr>
<th>Approval of the minutes of the April 23, 2019, joint, regular meeting of the City Council and Mountain Brook Emergency Communications (E911) District</th>
</tr>
</thead>
</table>

| 2019-061 | Expression gratitude to Thomas K. Yardley for his service on the Finance Committee | Exhibit 1 |
| 2019-062 | Appoint Jenifer Kimbrough to the Mountain Brook Board of Education, to serve without compensation, through May 31, 2024 | Exhibit 2, Appendix 1 |
| 2019-063 | Declare certain personal property (Council room chairs and two Dodge Durango SUVs) surplus and authorize their sale at public Internet auction | Exhibit 3 |
| 2019-064 | Ratify the Mayor’s May 3, 2019, declaration of a public safety emergency with respect to the repairs of the City’s ladder fire truck—the only vehicle capable of performing life safety, high rise rescue and elevated stream fire suppression operations | Exhibit 4, Appendix 2 |
| 2019-065 | Appoint Rachel Weingartner to the Editorial Board (Resolution No. 2016-150) to fill the unexpired term of Stephanie Maxwell through October 10, 2020 | Exhibit 5 |
| 2019-066 | Ratify the execution of an Administrative Services Extension Agreement between the City and Alternative Insurance Resources, Inc. (AIR) with respect to the City’s self-insured dental plan administration | Exhibit 6, Appendix 3 |
2019-067 Appoint Ragan Cain to the Finance Committee, to fill the unexpired term of John H. (Jack) Martin (Resolution 2017-083) without compensation through July 10, 2021

2019-068 Appoint Charles Polmatier to the Finance Committee, to serve without compensation through May 13, 2023

2019-069 Authorize the execution of 1) a cost sharing agreement with the City of Birmingham and 2) professional services agreement with Sain Associates with respect to the Hagood Street TAPBH-TA19(930) sidewalk project

2019-070 Authorize the execution of a construction with ALDOT with respect to the Hagood Street TAPBH-TA19(930) sidewalk project

2019-071 Authorize the execution of a professional services agreement between the City and Sain Associates with respect to the (CMAQ) Pine Ridge Road sidewalk project

2019-072 Approve the standard form hold harmless agreement for temporary, seasonal (summer) workers at Public Works and Parks and Recreation

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. Council member Black announced that he shall recuse himself with respect to Resolution No. 2019-062. 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
       Philip E. Black, with the exception of Resolution No. 2019-062
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-061 and 2019-063 through 072) are adopted by a vote of 5—0 and Resolution No. 2019-062 is adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. CONSIDERATION OF AN ORDINANCE (NO. 2044) AMENDING CHAPTER 30 OF THE CITY RELATING TO THE MUNICIPAL COURT (EXHIBIT 12)

President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council member Black made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council President Pro Tempore Pritchard. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

After said ordinance had been considered in full by the Council, Council member Womack moved for the adoption of the ordinance. The motion was seconded by Council President Pro Tempore Pritchard. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2045) is hereby adopted by a vote of 5—0 and evidence thereof she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 2046) REZONING A PARCEL OF LAND FROM ITS CURRENT [TEMPORARY] ESTATE DISTRICT TO [PERMANENT] RESIDENCE-A DISTRICT (EXHIBIT 13, APPENDIX 10)

President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council member Black. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

After said ordinance had been considered in full by the Council, Council member Womack moved for the adoption of the ordinance. The motion was seconded by Council member Black. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Nays: None

The Council President Smith declared that the said ordinance (No. 2046) is hereby adopted by a vote of 5-0 and evidence thereof she signed the same.

4. ANNOUNCEMENTS

The next regular meeting of the City Council will be Tuesday, May 28, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:25 p.m.

6. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on May 13, 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.

[Signature]

City Clerk

EXHIBIT 1

RESOLUTION NO. 2019-061

WHEREAS, Thomas K. Yardley served on the City of Mountain Brook, Alabama Finance Committee from May 11, 2015 until May 11, 2019; and

WHEREAS, Thomas K. Yardley devoted considerable time and effort meeting with City staff members and studying the City's operations in preparation of the annual Finance Committee budget work sessions; and

WHEREAS, Thomas K. Yardley's work experience and knowledge of the financial management proved to be very useful in the Finance Committee's deliberations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank Thomas K. Yardley for his many years of insightful service to the City and wish him well in future endeavors.

EXHIBIT 2

RESOLUTION NO. 2019-062

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Jenifer G. Kimbrough is hereby appointed to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2024.

APPENDIX 1
EXHIBIT 3

RESOLUTION NO. 2019-063

A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY

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:

Section 1. 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:

Description
- 12 high-back, meeting chairs, asset no. 5519 (see also Resolution No. 2018-130)
- 2007 Dodge Durango (red), VIN 1D8HB48PX7F537196, asset no. 13474
- 2008 Dodge Durango (red), VIN 1DAHB48N08E124042, asset no. 13599

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed
to sell said property by way of public Internet auction.

EXHIBIT 4

RESOLUTION NO. 2019-064

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City
Council hereby ratifies the Mayor’s Declaration of Public Safety Emergency dated May 3, 2019, in the form as
attached hereto as Exhibit A, with respect to the emergency repairs of the City’s ladder fire truck.

APPENDIX 2

EXHIBIT 5

RESOLUTION NO. 2019-065

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Rachel
Weingartner is hereby appointed to the Editorial Board of the City of Mountain Brook, to serve without
compensation, with the term of office to end October 10, 2020, to fill the unexpired term of Stephanie
Maxwell.
EXHIBIT 6

RESOLUTION NO. 2019-066

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the execution by the Finance Director of the [self-insured dental claims] Administrative Services Extension Agreement between the City and Alternative Insurance Resources, Inc. (third-party administrator or TPA), in the form as attached hereto as Exhibit A, with respect to the TPA’s termination of the dental claims administration agreement.

APPENDIX 3

EXHIBIT 7

RESOLUTION NO. 2019-067

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Ragan Cain is hereby appointed to the Finance Committee, to fill the unexpired term of John H. (Jack) Martin and to serve without compensation, with the term of office to end July 10, 2021.

APPENDIX 4

EXHIBIT 8

RESOLUTION NO. 2019-068

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Charles Polmatier is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end May 13, 2023.

APPENDIX 5

EXHIBIT 9

RESOLUTION NO. 2019-069

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, the following with respect to the Hagood Street Transportation Alternatives (TAP) sidewalk project (TAPBH-TA19-(930), CPMS Ref# 100069329):

1. Cost Sharing Agreement Between the Cities of Mountain Brook & Birmingham—Exhibit A

2. Professional Services Agreement between the City of Mountain Brook, Alabama and Sain Associates for engineering services—Exhibit B

APPENDIX 6
EXHIBIT 10

RESOLUTION NO. 2019-071

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 professional services agreement between the City and Sain Associates, in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the Pine Ridge Road sidewalk project.

APPENDIX 8

EXHIBIT 11

RESOLUTION NO. 2019-072

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to amend its “Significant Accounting and Management Policies” previously adopted in Resolution 99-168 and as amended and restated by Resolution Nos. 00-09, 09-51, 2017-007 and 2017-031;

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that effective upon the date of this resolution, the Council hereby amends and restates the “Significant Accounting and Management Policies” by adding the following section:

“Standard Form Indemnification and Hold Harmless Agreement for Student Volunteers of the City of Mountain Brook (Res. No. 2019-072 adopted May 13, 2019)

- The City Council shall require that students and a parent thereof who requests to perform personal services on a volunteer basis within various departments of the City shall be required to execute and submit to the City Manager an indemnification and hold harmless agreement, in the form as attached hereto as Appendix 4, prior to being allowed to perform such services. Execution of said agreement does not guarantee that a volunteer shall be permitted to perform volunteer services for the City. Such volunteer assignment and worker shall be approved on a case-by-case basis by supervising department heads and City Manager and all ensuing work shall be under the supervision of City employees. The duration of the volunteer assignment shall be determined at the sole discretion of the department supervisor. It is understood that due to the volunteer nature of the relationship, said volunteer(s) are not covered under the City’s workers’ compensation insurance policy.

APPENDIX 9

EXHIBIT 12

ORDINANCE NO. 2045

AN ORDINANCE AMENDING CHAPTER 30 OF THE CITY CODE RELATING TO THE MUNICIPAL COURT

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama that Chapter 30 of the City Code shall be amended to add the following provisions:

Section 1. Section 30 of the City Code shall be amended by inserting two additional provisions as Section 30-7 and Section 30-8, as follows:
Sec. 30-7. Failure to appear in court.

(a) It shall be unlawful for a defendant in the municipal court of the City of Mountain Brook, whether at liberty under bond or on his or her own recognizance, to fail to appear in court on the day set for the hearing of his or her case.

(b) Penalty. Any person who violates this section by failing to appear in court on the day set for the hearing of the case shall be punished by a fine not to exceed $500.00 and/or a sentence of imprisonment or hard labor for the city for a period not to exceed six months at the discretion of the court.

Sec. 30-8. Failure to comply with the orders of the court.

(a) It shall be unlawful for a defendant in the municipal court of the City of Mountain Brook to fail to comply with the orders of the court to include (i) the payment of any installment when the court permits the payment of fines or other imposed costs in installments; (ii) the payment of any fine or other imposed costs by the court ordered date when the court has continued the case to a date certain for the defendant to make such payment(s); (iii) participation in the court referral program, counseling, or the performance of community service; or (iv) any other order of the court.

(b) Arrest warrant. A warrant shall be issued for the arrest of any defendant who fails to pay his or her fine or any installment thereof, to the extent the court permits payment upon installments, on the date ordered by the municipal court, or who otherwise fails to comply with any order of the court to which the defendant is subject.

(c) Penalty. Any person who violates this section by failing to comply with an order to which he or she is subject shall be punished in accordance with the court’s discretion and statutory authority to enforce the orders of the municipal court.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. Effective Date. This section shall become effective immediately upon adoption and publication as provided by law.

EXHIBIT 13

ORDINANCE NO. 2046

AN ORDINANCE TO REZONE A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA FROM ITS CURRENT [TEMPORARY] ESTATE DISTRICT TO [PERMANENT] RESIDENCE-A DISTRICT

WHEREAS, the real estate as more particularly described as: "Cherokee Bend, South Sector, Fifth Addition, a Single Family Residential Subdivision located in the SE ¼ of Section 36, Twp-17S, R-2W, Jefferson County, City of Mountain Brook, Alabama," and illustrated in the accompanying survey map is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

WHEREAS, after due consideration, the City Council has determined that the zoning Classification of the real estate should be Residence-A District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Residence-A District.
Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.

APPENDIX 10
Ms. Kimbrough’s 20-plus years of financial service experience would serve the Board well.

In addition, Ms. Kimbrough and her husband, William, have a 5th grader, Henry, and a 4th grader, Mary Evelyn, at Brookwood Forest Elementary, so her personal interest in and enthusiasm for the school system will be invaluable for years to come.

Ms. Kimbrough has met with Board members and is available to meet with each City Council member for an interview at your convenience. Thank you for your consideration of this Board recommendation, and if you should have any further questions, please contact me or Superintendent Babcock.

Very truly yours,

Elizabeth Dunn

EDUCATION

Bachelor of Science in Business Administration, senior.com/lead

American University of Alabama - May 2001

CERTIFICATIONS


Affiliated Global Management Accountant by the American Institute of CPAs, effective 2014
DECLARATION OF PUBLIC SAFETY EMERGENCY

WHEREAS, the Mountain Brook Fire Department maintains as a part of its fleet of fire and rescue equipment a ladder truck capable of performing life safety, high rise rescue, and elevated stream fire suppression; and

WHEREAS, the unit in question is the only apparatus in the fleet capable of performing the aforementioned functions; and

WHEREAS, the ladder truck is currently inoperable and requires repair by a qualified service provider; and

WHEREAS, Cummins Sales and Service ("Cummins") is an authorized warranty service provider for the repairs required to the ladder truck, and is otherwise qualified to undertake the necessary repair work; and

WHEREAS, Cummins has proposed to perform the necessary repairs (replacement of engine turbo, actuator, gaskets, and seals) for the total price of $16,390.01; and

WHEREAS, the quoted price appears to be reasonable and consistent with comparable repair costs; and

WHEREAS, further delay in authorizing the necessary repair work would compromise the Fire Department’s ability to respond to fire and rescue emergencies, the effective discharge of which requires the unique features and capabilities of the ladder truck in question, and would thereby place public safety at risk;

WHEREFORE, in accordance with Ala. Code §41-16-23 (1975) and corresponding provisions of the City of Mountain Brook’s operating policies and procedures, as Mayor of the City of Mountain Brook, Alabama, I hereby declare that a public safety emergency exists by virtue of the unavailability of the ladder truck described above and the prospect of its extended unavailability if repairs are not immediately effected. I further authorize the appropriate city officials to proceed with obtaining the necessary repairs to the subject equipment on the terms noted above and in accordance with otherwise applicable purchasing procedures.

Dated this 3rd day of May, 2019:

Stewart H. Welch, III, Mayor

WITNESS:

[Signature]
Administrative Services Extension Agreement

1. This Agreement is made effective as of the first day of June 2019 by and between the City of Mountain Brook (hereinafter referred to as "City Administrator") and Alternative Insurance Resources, Inc. (hereinafter referred to as "TPA").

2. The term of this Agreement is from June 1, 2019 through July 31, 2019.

3. During the term of this Agreement, TPA will continue to provide claims administration services for the Plan Administrator for Run-off Claims. For purposes of this Agreement, the term "Run-off Claims" shall mean those claims that were (a) incurred under the City of Mountain Brook Employees Dental Benefit Plan ("Plan") prior to June 1, 2019, (b) not paid by TPA prior to June 1, 2019, and (c) not reported to TPA prior to June 1, 2019 and processed by TPA on or after June 1, 2019.

4. TPA’s claims administration services shall be limited to those services outlined in Article 4 of the Administrative Services Agreement, effective September 1, 2012, between the Plan Administrator and TPA ("Prior Agreement"), except for the extent such services are applicable to Run-off Claims.

5. The Plan Administrator agrees to provide the necessary funds to be used to make payments for benefits under the Plan to eligible participants in the Plan as funds are needed to cover such payments. It shall be the sole responsibility of the Plan Administrator to provide funds sufficient to cover drafts issued by TPA as payment for benefits to eligible participants.

6. The Plan Administrator agrees to retain the sole liability and responsibility for all claims made under the Plan and for all expenses incurred which are incidental to the Plan.

7. The Plan Administrator agrees to pay TPA a monthly administration fee of eight percent (8%) of paid claims due and payable on the first day of each month for the term of this Agreement.

8. This Agreement constitutes an extension of the Prior Agreement between the Plan Administrator and the TPA. This Agreement is the entire and only agreement of the parties herein as to the extension of the Prior Agreement and supersedes any prior understanding or written or oral agreement between the parties regarding the subject matter of this Agreement. To the extent there is a conflict between this Agreement and the Prior Agreement, this Agreement shall control.

9. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

City of Mountain Brook

By: [Signature]
Print Name: [Name]
Title: [Title]
Date: [Date]

Alternative Insurance Resources, Inc.

By: [Signature]
Print Name: [Name]
Title: [Title]
Date: [Date]

May 13, 2019
Ragan Cain, originally of Eufaula, Alabama, is the Chief Administrative Officer and Treasurer for and member of Tacala, LLC, a Birmingham, AL based company employing over 10,000 people in seven states. Tacala is the largest Taco Bell franchise operator in the nation with over 300 restaurants in Alabama, Georgia, Kentucky, North Carolina, Tennessee, Texas and Virginia.

Ragan is involved in many community service activities including serving as a board member of the Baptist Health Foundation and Better Basics. As a member of the Junior League of Birmingham she has served on the board as Vice President of Strategic Planning. She has also been a Table Captain for the YW’s Purse & Passion luncheon, and served on the Auburn University Women’s Philanthropy Board as well as Team Tacala Charities advisory board. Ragan is a member of the Children’s Arts Guild, Symphony 30 and Junior Women’s Committee of 100 benefitting the Emmet O’Neal Library. She was a member of Leadership UAB Class of 2008 and has also served on the UAB English Advisory Board. Ragan was a member of the National Multiple Sclerosis Society Leadership Class of 2009 and is an active member of St. Mary’s on the Highlands Episcopal Church where she has served as Treasurer and Vestry Member. She recently served as co-chair of the 2016 Antiques at the Gardens benefitting the Birmingham Botanical Gardens, North Carolina, Tennessee, Texas and Virginia.

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CHARLES WILLIAM POLMATIER  
2765 CHEROKEE ROAD  
MOUNTAIN BROOK, ALABAMA 35216

May 7, 2019

To the City Council  
City of Mountain Brook, AL  
Mountain Brook, AL 35223

Re: Mountain Brook Citizens Finance Committee

Dear Councillors,

Thank you for the opportunity to be considered for appointment to the Mountain Brook Citizens Finance Committee. It would be an honor to serve in this capacity as a 14 year citizen of the community.

I am a certified public accountant and shareholder at Borland Benfield, P.C. and just recently celebrated my 20th anniversary with the firm. Over those 20 years, a great deal of my focus has been on directing audits and providing consultation to cities and other governmental agencies whose annual budgets have ranged from $4 million to well over $100 million. I believe my professional experience uniquely qualifies me to provide insight on financial matters, internal controls and reporting for municipalities and local governmental entities such as the City of Mountain Brook.

I have attached a brief resume that includes my educational background, professional experience and some personal information about myself and family.

Please do not hesitate to contact me with any questions you may have. Thanks again.

Sincerely,

Charlie Polmatier

EDUCATIONAL AND PROFESSIONAL ACTIVITIES:

- Auburn University, Auburn, Alabama - B.S. in Economics (1995)
- University of Alabama, Birmingham – Accounting and Equivalency (2000)
- American Institute of Certified Public Accountants
- Alabama Society of Certified Public Accountants
- Licensed to practice in: Alabama, Georgia, Kentucky, & the District of Columbia
- Chairman of BKR International's Affordable Housing Practice Development Group

WORK EXPERIENCE:

- Borland Benfield, P.C., 1996 to Present
- SouthTrust Bank, 1990 to 1996
- SunTrust Bank, 1997 to 1998

SPECIALIZATION & RESPONSIBILITIES:

- Auditing, tax and attestation - over 20 years of experience
- Management and supervision of client relations of various types and sizes, including privately owned corporations, governmental entities and nonprofit organizations
- Oversees application and compliance with established GAAP, FASB and GASB principles and standards for client base
- Analyst and management accounting systems for internal control effectiveness
- Assist clients in significant decision-making situations, including cash-flow, debt management and equity issues
- Oversees corporation of financial statements including statement disclosures
- Consult with governing administrative bodies and boards of various clients

PERSONAL:

- Native of Fort Valley, Georgia
- Citizen of Mountain Brook, AL for 14 years
- Married to Tiffany Wells Polmatier; 2 daughters Mary Elwyn (14) & Claudia (11) both attend Mountain Brook Schools (MBHS & MBE, respectively)
- Member St. Stephen's Episcopal Church
- Hobbies include cycling, hiking, guitar and history

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COST SHARING AGREEMENT BETWEEN CITIES OF MOUNTAIN BROOK & BIRMINGHAM

Mountain Brook Addition Project — Hagood Street to Mountain Road
Transportation Alternatives Program Project 1A0FF1-FWA (939)
CFD 810J 08/09/1992 (the "Project")

The CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation, enters into this COST SHARING AGREEMENT BETWEEN CITIES OF MOUNTAIN BROOK AND BIRMINGHAM ("Cost Sharing Agreement") Mountain Brook and Birmingham, individually or jointly, and each other, will contribute equally in this Project (defined below). (1)

WHEREAS, Act 1969-53 of the Acts of Alabama ("Act 1969-53") authorizes municipalities in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the City, the public agency, and with each other for a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will accord with the public, economic, political, and other factors influencing the needs of municipalities in the County;

WHEREAS, pursuant to the Act, the Parties desire to cooperate in undertaking the Project which provides for construction of approximately 400 linear feet of new sidewalk along Hagood Street (a public street connecting the municipal boundaries of both Parties between Escalade Avenue (a public road) and predominantly lying in Mountain Brook) and Mountain Road (a public road in Birmingham);

WHEREAS, Hagood Street is a walk-tailed and important connector that is regularly accessed and used by the citizens of both Birmingham and Mountain Brook;

WHEREAS, Mountain Brook and the State of Alabama, through the Alabama Department of Transportation ("ADOT") or the "State") are contemporaneously entering a Construction Agreement for a Transportation Alternatives Program for the Project (the "ADOT/Mountain Brook Construction Agreement");

WHEREAS, ALDOT estimates the total cost of construction and expense for Engineering, Inspection and Construction services required on the Project to be approximately $100,000; the "Project Construction & CEAI Expense";

WHEREAS, the estimated Project Construction & CEAI Expense excludes the costs for professional design services, all subconsultant services attendant to the Project, survey work, ADEM permitting, bidding and other assistance in Mountain Brook related to its contracting with the construction contractor for the Project (collectively, the "Professional Services Expense");

WHEREAS, pursuant to the ADOT/Mountain Brook Construction Agreement, Transportation Alternatives Program ("TAP") funds of $50,000 (approximately 50% of the Project Construction and CEAI Expense) are available to defray the cost of constructing the Project of Mountain Brook agrees to bear approximately 50% of the Project Cost.

II. IMPLEMENTATION OF PROJECT

The Project will be administered by ADOT, and the costs therefor will be reimbursed, when eligible for Federal participation, on the basis of approximately 80% Federal Funds and approximately 20% local funds. Mountain Brook agrees to enter the ADOT/Mountain Brook Agreement and makes the payments to ADOT contemplated in such Agreement or incur other Local Expense, subject to the terms and conditions herein.

III. AGREED REIMBURSEMENT LEVEL

Birmingham agrees to reimburse Mountain Brook on an equal basis, 50/50 basis for the Local Expense that Mountain Brook incurs on the Project; provided that the total amount of such reimbursement payments authorized hereunder shall not exceed $50,000. If Mountain Brook incurs Local Expense greater than $25,000 on this Project, Birmingham's City Council will in good faith consider the possibility of monthly payments providing that Birmingham reimburse Mountain Brook for 50% of the amount of Local Expense incurred by Mountain Brook that exceeds $25,000.

IV. EFFECTIVE DATE: This Cost Sharing Agreement will become effective on the date on which the last of all of the following has occurred:

1. Birmingham's City Council has approved an ordinance authorizing Birmingham to enter into this Agreement;
2. Mountain Brook's City Council has approved a Resolution authorizing Mountain Brook to enter this Agreement; (3) the respective, duly authorized representatives of the Parties have executed this Agreement; (4) Mountain Brook has executed the ADOT/Mountain Brook Agreement; (5) Mountain Brook has entered an agreement with a qualified engineering firm providing that the Professional Services Expense for the Project will not exceed $120,000; and (6) all other required action has been taken (the "Effective Date").

V. TERRA: This Cost Sharing Agreement shall commence on its Effective Date and continue to effect for five (5) years thereafter or until Project is completed, whichever first occurs. If the Project is not completed by the end of this term, the Parties will engage in good faith negotiations to further extend this Agreement for the period required to complete the Project.

VI. ESTIMATED COSTS OF PROJECT

As of the Effective Date, for the estimated costs of the Project are as follows:

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</thead>
<tbody>
<tr>
<td>Construction &amp; CEAI Expense</td>
<td>$850,000</td>
<td>$550,000*</td>
<td>$300,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Professional Services Expense</td>
<td>Up to $50,000</td>
<td>Up to $10,000</td>
<td>Up to $40,000</td>
<td>Up to $0</td>
<td>Up to $0</td>
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</table>

Note: The above table is illustrative and subject to change based on actual costs incurred.

APPENDIX 6

Construction & CEAI Expense, and also retain a professional design firm and compensate them for the Professional Services Expense;

WHEREAS, for both Parties to benefit from the Project, Mountain Brook must agree with ADOT to bear all Local Expenses (as defined below);

WHEREAS, the estimated total amount of Local Expense of the Project is not expected to exceed Two Hundred Eighty Thousand Dollars ($280,000);

WHEREAS, Mountain Brook will execute the ADOT/Mountain Brook Construction Agreement if Birmingham enters into this Cost Sharing Agreement and agrees to reimburse Mountain Brook for up to $140,000 of the total estimated Local Expense (the "Agreed Reimbursement Level");

WHEREAS, it is in the public interest of the Parties and their respective citizens to cooperate in the implementation of the Project as provided herein; and

WHEREAS, as contemplated and authorized by Act 1969-53, the public interest of Mountain Brook and Birmingham are promoted by Mountain Brook entering the ADOT/Mountain Brook Construction Agreement, Mountain Brook retaining a design professional and paying the Professional Services Expense and Birmingham agreeing to reimburse Mountain Brook at the Agreed Reimbursement Level as the Project jointly benefits each of the two Parties and their citizens.

NOW WHEREFORE:

In consideration of the premises and mutual covenants stated herein, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, Birmingham and Mountain Brook agree as follows:

I. LOCAL EXPENSE: For purposes of this Cost Sharing Agreement, "Local Expense" means any expense, cost or expenditure that Mountain Brook pays, incurs, suffers or incurs for the Project following the Effective Date (as defined below in Section IV) that is not covered by, or reimbursed to Mountain Brook through Federal Funds. Local Expense includes, but is not limited to, the local share of the Project Construction & CEAI Expense, all of the Professional Services Expense, and any other amount that Mountain Brook pays with respect to any incentive, bill or any other request, demand, action or claim by ADOT that Mountain Brook owes ADOT, the Department of Transportation, Federal Highway Administration ("FHWA") or any other governmental entity, entity or person, money owed or other obligation by reason of Mountain Brook entering the ADOT/Mountain Brook Construction Agreement. Local Expense does not include ordinary and usual expenses incurred by the employer, officials or the staff of either Party in administering this Agreement, to administer the ADOT/Mountain Brook Agreement, or that may be expected to secure approval of this Cost Sharing Agreement.

Noting in this Section 1 or elsewhere in this Cost Sharing Agreement is intended to authorize Mountain Brook to pay any Local Expense unless and until the Parties have complied with the processes for approving payment of Local Expenses that is set forth in Section VII below.
<table>
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<tr>
<th>TOTAL</th>
<th>Up to $50,000</th>
<th>$50,000 or more</th>
<th>Up to $100,000</th>
<th>$100,000 or more</th>
<th>Up to $140,000</th>
<th>$140,000 or more</th>
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</tbody>
</table>

* The ALDOT/TMD Construction Agreement indicates that $150,000 is the total amount recoverable under the agreement. They represent that the actual amount recoverable under the agreement is $130,000.

VII. PROCESS FOR APPROVING, PAYMENT AND REMARKETING OF MOUNTAIN BROOK FOR LOCAL EXPENSE.

(a) Each Party will designate a senior level representative who will be responsible for administering its responsibilities under this agreement (the "Contract Administrator").

(b) Mountain Brook promptly will forward to Birmingham's Contract Administrator any invoices or other requests for payment of Local Expenses that it receives from ALDOT or the design professional, and provide Birmingham advance written notice of any other Local Expense amount it anticipates spending or must be paid on the Project. Prior to any payment of these amounts by Birmingham, the Contract Administrator for each Party will review and certify in writing that the invoiced amount or other amount that Mountain Brook intends to pay is proper and should be paid by Mountain Brook. Such certification and authorization shall occur not less than 10 days before any such payment is due.

If any dispute, disagreement or conflict arises between the Parties as to (a) the status of any dispute or differences between the Parties, Birmingham, and Mountain Brook, the Parties shall set forth arrangements for the resolution of such dispute, and the resolution of the dispute shall be final and binding on the Parties.

If any individual, including but not limited to any agreed to by any Party, and the dispute shall be resolved by the Contract Administrator for the Project.

If any dispute, disagreement or conflict arises between the Particles as to (b) the status of any dispute or differences between the Parties, Birmingham, and Mountain Brook, the Parties shall set forth arrangements for the resolution of such dispute, and the resolution of the dispute shall be final and binding on the Parties.

If any dispute, disagreement or conflict arises between the Particles as to (c) the status of any dispute or differences between the Parties, Birmingham, and Mountain Brook, the Parties shall set forth arrangements for the resolution of such dispute, and the resolution of the dispute shall be final and binding on the Parties.

VIII. DEFAULTS.

The Parties acknowledge and agree that any material breach, delay or other failure by either of them to perform their respective obligations hereunder will not constitute a default that will have a material impact on the operations of the other Party ("Default"). A Default hereunder includes, but is not limited to, any delay by Birmingham in reimbursing Mountain Brook for expenses paid by Birmingham or Mountain Brook to pay ALDOT or any contractor who has a claim arising from the Project. If a Default occurs, the defaulting Party shall be liable for all costs and expenses incurred by the non-defaulting Party.

V. EXECUTIVE

g. This Agreement may be executed in counterparts, a separate page for each party, and may be further amended by mutual agreement of the parties.

h. With respect to immigration law compliance, the Parties represent and warrant to the other that

i. they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Immigration and Naturalization Act, 8 U.S.C. § 1255a-1, et seq., Code of Alabama 1975, as amended (the "Act");

j. they will notify the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that the employee is enrolled in the E-Verify program. During the performance of this Agreement, the Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations;

k. Parties represent and warrant that they shall not hire, recruit or recruit with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act, and

l. by signing this Agreement, the subcontracting Party certifies to the signature and performance of the Agreement that they will comply with federal immigration law and the Act.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, as interpreted by the courts of Alabama.

n. As between the Parties, the Parties shall in good faith be responsible for any actions of their employees, agents, directors, and contractors. Neither Party shall be liable for the acts or omissions of the other Party's employees, agents, directors, and contractors.

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deemed to assure any liability for the acts, omissions, and negligence of the other Party or its respective officers and employees.

1. Mountain Brook agrees to cause its general contractor, prime contractor, and each of its subcontractors, suppliers, and employees, to notify other Parties, or their respective officers, agents, servants and employees, of any claim, loss, damages, libel, or other liability, or any account of damage to property or injuries, including death, to all persons arising from the construction of the Project, arising from breach or default in the performance of any obligation of the construction contract and from any act or omission of all subcontractors, suppliers, and employees, by reason of any such claim. The foregoing indemnity obligations shall include, but be not limited to, indemnification of the Parties and their respective officers and employees, against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or like in connection with work, labor and/or materials supplied in connection with the Project. The foregoing indemnity obligations shall survive the completion of the Project.

3. Nothing contained herein shall be construed to waive the necessity of a Party complying with the terms and conditions of applicable ordinances or regulations or as conflicting with the responsibilities of either Party under any applicable local, State or Federal law, or as limiting the rights of either Party to take appropriate action pursuant to such laws or regulations. In addition, this Agreement is not intended to expand or contract the regulatory authority of either Party or any other public agency. All existing regulatory matters of jurisdiction and exemptions from such jurisdiction under all federal and state laws and regulations remain in full force and effect.

5. Mountain Brook acknowledges and agrees that Birmingham, as a matter of public policy, encourages minority- and women-owned business participation in the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, insurance brokerage firms, other professional service providers, and construction contractors as part of Birmingham’s business, economic and community revitalization programs.

6. During the performance of this Agreement, the Parties agree as follows:

(i) The Parties will not discriminate against any employee, applicant for employment, or any member of any race, color, religion, sex, gender identity, sexual orientation, disability, marital status, or national origin. The Parties will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, marital status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) In the event of Mountain Brook’s noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and Mountain Brook may be declared ineligible for further municipal contracts with Birmingham.

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

To Mountain Brook:

City of Mountain Brook
P. O. Box 130009
56 Church Street
Mountain Brook, AL 35213
Attention: Sean Gunter, City Manager

Copy to:

Steve Sine
Blake, Culm, Robinson & Kent, LLC
1910 First Avenue North
Birmingham, Alabama 35205

To Birmingham:

City of Birmingham
Mayor’s Office
710 20th Street North, 3rd Floor
Birmingham, AL 35203

Copy to:

City Attorney
City of Birmingham
710 20th Street North, 8th Floor
Birmingham, AL 35203
Attention: James C. Stanley

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as reflected below.

CITY OF BIRMINGHAM, ALABAMA

BY: ____________________________

Randall Woodfin, Mayor

ATTEST:

Lee Finnie, City Clerk

APPROVED AS TO FORM:

_______________________________

Assistant City Attorney

CITY OF MOUNTAIN BROOK, ALABAMA

BY: ____________________________

Stewart Welch, Mayor

ATTEST:

City Clerk
Haggard Street TAP Project
City of Mountain Brook
April 11, 2019

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- Potential utility conflicts exist along the corridor, including power poles, a fire hydrant, and a water main, and a telephone pole at approximately 1,330 feet from the intersection of Haggard Street and Grissett Circle, which will require the owner to coordinate with affected utility owners. These conflicts will be resolved at the time of construction.
- The design process will allow for minimal disruption to traffic and pedestrians.
- A maintenance plan will be developed to ensure the long-term sustainability of the improvements.
- The project timeline includes comprehensive pre-construction surveys and construction plans to minimize any potential delays.
- The project will be completed in phases to accommodate the needs of businesses and residents.

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Haggard Street TAP Project
City of Mountain Brook
April 11, 2019

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Points will be set at intervals of approximately 500 feet along the survey corridor. The exact positions will be determined at the time of surveying. However, survey points will be established at the following locations: the intersection of Haggard Street and South Avenue, the intersection of Grissett Circle and Haggard Street, and the intersection of Grissett Circle and South Avenue. The survey points will be marked with a survey stake, and the survey team will be responsible for ensuring the accuracy of the survey data.

Survey Procedures

1. Field Surveys
- The survey team will conduct field surveys along the survey corridor to determine the exact positions of the survey points.
- The survey team will use high-precision GPS equipment to record the coordinates of the survey points.
- The survey team will mark the survey points with survey stakes and surveyors will be responsible for ensuring the accuracy of the survey data.

2. Environmental Survey
- The survey team will conduct environmental surveys along the survey corridor to determine the exact positions of the survey points.
- The survey team will use high-precision GPS equipment to record the coordinates of the survey points.
- The survey team will mark the survey points with survey stakes and surveyors will be responsible for ensuring the accuracy of the survey data.

Surveyor’s Report

The surveyor’s report will be prepared and submitted to the City of Mountain Brook, the project owner, and the City of Mountain Brook’s Planning and Zoning Commission. The surveyor’s report will include the following:

- A detailed description of the survey methodology and procedures used.
- A detailed description of the survey results, including the coordinates of the survey points.
- A detailed description of any potential conflicts with utility lines and structures.
- A detailed description of any potential conflicts with existing structures.
- A detailed description of any potential conflicts with existing structures.
- A detailed description of any potential conflicts with existing structures.

Surveyor’s Certificate

The surveyor’s certificate will be prepared and submitted to the City of Mountain Brook, the project owner, and the City of Mountain Brook’s Planning and Zoning Commission. The surveyor’s certificate will include the following:

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- A detailed description of any potential conflicts with existing structures.
- A detailed description of any potential conflicts with existing structures.
- A detailed description of any potential conflicts with existing structures.
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Haggard Street TAP Project
City of Mountain Brook
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FEES
We propose to provide the above described services based on the following fee schedule:

I. Architectural Survey
   $2,750
II. Engineering Survey
   $3,000
III. Construction Documents
    $2,000

Total Estimated Budget
$7,750

PRECEDING CHANGES IN Scope oF WORK
The scope of work documented herein is based upon information known as of the date of the proposal. Should there be changes (e.g., site plan, regulatory preplanning, additional meetings, etc.) necessitated by changes in the scope of work, we will notify the City of the scope of the additional work and its impact to our contracted fees and project schedule. Additional work will be undertaken by San

TERM AND CONDITIONS
This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rate enclosed. Any modification to the contract document must be approved in writing by both parties with approval indicated by each signatory’s Initials and the date of approval.

PROPOSAL LIMITATIONS
Proposed limitations
San Associates has provided this proposal with the understanding that we have selected our firm to perform professional services based upon our staffs qualifications, experience and reputation and not upon the cost of the services proposed. We have the last substitute here are acceptable and will be charged for any additional work that may be specified by the City. We will not address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional services for the scope of work included herein from other consulting engineers and/or draftsmen, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 200-14-5(B)

SCHEDULE
We are prepared to begin immediately upon your approval of this agreement.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.
Limitation of Liability

Subcontractors, vendors, contractors, or any person acting on behalf of the City in connection with the Project shall not be liable for any loss, injury, death, damage, or expense, including but not limited to, any loss, injury, death, damage, or expense caused by the negligence of the City, its agents, or employees, except as expressly provided in this Agreement or other written agreement. Any person acting on behalf of the City in connection with the Project shall not be liable for any loss, injury, death, damage, or expense caused by the negligence of the City, its agents, or employees, except as expressly provided in this Agreement or other written agreement.

Dispute Resolution

Any disputes arising out of, or concerning, this Agreement will be resolved by the parties through good faith negotiations. If such negotiations do not resolve the dispute, the dispute will be resolved by mediation. Any mediation must be conducted by a mediator mutually agreed upon by the parties. If mediation is unsuccessful, any such disputes shall be resolved by arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and held in the city of _City_.

Indemnification

Each party agrees to indemnify and hold the other harmless from and against any and all claims, losses, damages, costs, expenses, including attorneys' fees, arising out of or in connection with the performance of this Agreement.

Term of Contract

This Agreement shall commence on the date set forth in the notice to Consultant to commence work and shall continue until the work is completed as specified in the Schedule of Services.

Termination of Contract

Either party may terminate this Agreement if the other party breaches any provision of this Agreement or fails to perform the services as specified in the Schedule of Services. Termination of this Agreement shall not relieve the parties of their obligations under this Agreement for work performed prior to termination.

Deliverables

The deliverables under this Agreement shall consist of the following: (a) the construction plan for the Project; (b) all necessary permits and approvals; (c) all required reports and certifications; (d) all required plans and specifications; and (e) all required construction documents.

Change Orders

Any changes to the original scope of work shall be documented in writing and shall be mutually agreed upon by the parties. The change order shall be considered part of this Agreement and shall be executed in accordance with the terms of this Agreement.

Schedule of Services

The Schedule of Services shall be attached to this Agreement and shall provide for the delivery of the deliverables in the following order: (a) preliminary plan review; (b) construction plan review; (c) construction plan approval; (d) final plan review; and (e) final plan approval.

ADDENDUM TO PRINCIPAL AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SAIN ASSOCIATES INC.

This ADDENDUM ("this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Sain Associates, Inc. ("the Contractor") for engineering services dated April 15, 2019 (the "Principal Agreement") is entered concerning Sain Project 18-0079 and that certain Transportation Alternatives Program Project # 1AP31-TA196350 CPMS Ref # 1006693290 (the "Project").

This Addendum is a part of the Principal Agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in it, in particular 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) render, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable laws. This 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 this Addendum or any of its terms or provisions without express approval of the City Council.

1. Definitions. For purposes of this Addendum, the terms below have the following meanings:

A. "the City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.

B. "the (this) Principal 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 in consideration it will provide 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 vendees and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendees, suppliers, and subcontractors.

6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles. The waiver 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 Principal 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 abridge any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the Principal Agreement or as a matter of law.

8. Effective Date. Notwithstanding any provisions in the Principal Agreement or other understanding between the parties, neither this Addendum shall become effective until the City Councils for the City and City of Birmingham, Alabama have approved that certain Cost Sharing Agreement between them concerning the Project and same has been executed by their duly authorized officials, and the City has entered that certain Construction Agreement between it and State of Alabama for the Project.

DATED this 15th day of May, 2019.

[Signatures]
CONSTRUCTION AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT

BETWEEN THE STATE OF ALABAMA AND

CITY OF MOUNTAIN BROOK
Jefferson County

Project No. TAPB-19A(930)
CFMS Bid 180893529
Hughes Street Roundabout

PART ONE (1): INTRODUCTION
This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereafter referred to as the STATE, and the City of Mountain Brook, Alabama, hereafter referred to as the CITY. WHEREAS, the STATE and the CITY desire to cooperate in the development and promotion of Roundabout Hughes Street in the City of Mountain Brook, Jefferson County, Alabama, as a means of improving traffic flow and reducing congestion in the area.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS
A. Project Funding: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as necessary. The STATE and the CITY will agree to work together to ensure that all necessary TAP funds are secured and that the STATE will not be liable for any funding. Cost for the project will be shared, with eligible Federal participation, on the basis of 80% Federal and 20% State share. The State will be responsible for all costs not covered by Federal Aid funds. The STATE will determine the estimated costs below, whichever is lower. Any deficiency in Federal Aid or such costs not covered by Federal Aid funds will be borne by the CITY from its funds unless approved in writing by the STATE. In the event of an underestimation in construction costs, the excess of Federal Aid funds will be the amount stated below, or 5% of eligible costs, whichever is less.
B. The estimated cost participation by the various parties is as follows:

<table>
<thead>
<tr>
<th>Source</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>City Funds</td>
<td>$ 150,000.00</td>
</tr>
<tr>
<td>TOTAL (total)</td>
<td>$ 650,000.00</td>
</tr>
</tbody>
</table>

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. The Right-of-Way acquisition costs for the Project shall be $0.00 and shall be the responsibility of the CITY. As the City is in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing, prior to issuance of the work. The CITY will be responsible for all costs not covered by Federal Aid funds. The CITY will be responsible for all costs not covered by Federal Aid funds. If the project exceeds the estimated costs, the CITY will be responsible for the excess costs.

B. The CITY will adjust and relocate all Utilities in such fashion as to work in cooperation with the Project improvements. Associated Utility costs will be an eligible cost to the Project, as approved by the STATE.

C. The CITY will deliver any documents or in such fashion as to work in cooperation with the Project improvements. In accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing, prior to issuance of the work. The CITY will be responsible for all costs not covered by Federal Aid funds. In the event of an underestimation in construction costs, the excess of Federal Aid funds will be the amount stated below, or 5% of eligible costs, whichever is less.

D. The CITY will furnish all Right-of-Way for the project. The Right-of-Way acquisition costs for the Project shall be $0.00 and shall be the responsibility of the CITY. As the City is in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing, prior to issuance of the work. The CITY will be responsible for all costs not covered by Federal Aid funds. The CITY will be responsible for all costs not covered by Federal Aid funds. If the project exceeds the estimated costs, the CITY will be responsible for the excess costs.

E. The STATE will furnish all Right-of-Way for the project. The Right-of-Way acquisition costs for the Project shall be $0.00 and shall be the responsibility of the CITY. As the City is in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing, prior to issuance of the work. The CITY will be responsible for all costs not covered by Federal Aid funds. The CITY will be responsible for all costs not covered by Federal Aid funds. If the project exceeds the estimated costs, the CITY will be responsible for the excess costs.

F. The STATE will furnish all Right-of-Way for the project. The Right-of-Way acquisition costs for the Project shall be $0.00 and shall be the responsibility of the CITY. As the City is in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing, prior to issuance of the work. The CITY will be responsible for all costs not covered by Federal Aid funds. The CITY will be responsible for all costs not covered by Federal Aid funds. If the project exceeds the estimated costs, the CITY will be responsible for the excess costs.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any Project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. The CITY will furnish all Right-of-Way for the project. The Right-of-Way acquisition costs for the Project shall be $0.00 and shall be the responsibility of the CITY. As the City is in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing, prior to issuance of the work. The CITY will be responsible for all costs not covered by Federal Aid funds. The CITY will be responsible for all costs not covered by Federal Aid funds. If the project exceeds the estimated costs, the CITY will be responsible for the excess costs.

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PART V (A) ACCOUNTING PROVISIONS

A. The city will, when appropriate, submit reimbursement invoices to the State for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the State and will be submitted through the Region Engineer for payment. The City may invoice the State and more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, when, how,凭什么, and the invoice will be honored. Invoices for any work performed under the terms of this Agreement will be submitted within thirty (30) days after the completion and acceptance by the STATE for the work. Any invoices submitted after this time period will not be eligible for payment.

B. The City will not assign any portion of the work to be performed under this Agreement or change any contract, amendment or change order terms, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the State as determined by the Auditor of the STATE. Changes to the Project will be initially proposed by the Engineer, the Contractor or the City. The Contractor’s changes will be accepted as appropriate to the nature and property of the changes, in accordance with the requirements of the STATE. All changes, requests, contracts, vouchers, order or other documents concerning the purchase of all or part of the project will be delivered intact, readily available to the Internal Revenue Service, and kept separate from all other documents.

D. The City will provide the State with any additional information requested by the STATE regarding the project. The City will submit to the State financial statements, data, reports, documents and forms of any report related to the project as may be requested by the State.

E. The City will be responsible for all audit reports resulting from authorized audit reports of the State, and for all audit reports required by the State for this project, and will be responsible for all audit reports required by the State for this project.

F. An audit report on the project may be submitted by the Department of Finance of the State, upon receipt by the Contractor, for any audit performed on this project in accordance with Act No. 55-14.

PART VI (B) MISCELLANEOUS PROVISIONS

A. By entering into this Agreement, the CITY is set as an entity of the STATE, its officers, employees, agents or assigns. The City is an independent entity from the State and nothing in this Agreement creates any agency relationship between the parties.

B. It is agreed that the terms and conditions contained in this Agreement shall not be construed as a contract of the State of Alabama in Violation of the Constitution of Alabama, 1875, as amended by Amendment 26. It is further agreed that any provision hereof to the contrary, any contract or Constitutional provision or amendment, either in effect or which may, during the course of this Agreement, be enacted, shall not be construed as a contract. The City of the Agreement shall be deemed null and void.

C. By signing this contract, each contracting party agrees, for the duration of the Agreement, that the agreement shall not make Federal financial assistance law or otherwise apply, nor be in any manner subject to the laws of the State of Alabama. Furthermore, any contract party is not entitled to any claim on violations of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY during the tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefit therefrom.

E. The terms of this Agreement may be modified by an agreement between the parties.

F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflicts with Section 23-1-40, Code of Alabama, 1975.

H. Exhibits A, B, C, D, M, and N are hereby attached and are made a part of this Agreement.
BE IT RESOLVED, by the City of Mountain Brook as follows:

That the city enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, noting to a project for

Sidewalks and pedestrian improvements along Hazelwood Street from Edmond Avenue to Mountain Brook Road, Project TAG: JST09-2130-999-000, CFP#: R1015057259.

Which agreement is before this Council, and that the agreement be executed in the name of the City by the Mayor and in his behalf and that it is signed by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreements be kept on file in the City of Mountain Brook, Alabama, and that a certified copy of each resolution be signed and adopted by the City Manager, and attached to the resolution, and that such resolution is on file in the City Manager’s Office.

ATTACHED:

[Signatures]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Mountain Brook, Alabama, on the day of ____________, 2023, and that such resolution is signed and recorded in the Office of the City Clerk.

[Signatures]

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May 13, 2019
Minute Book 90

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its agents and successors to interest agree as follows:

a. Compliance with Regulations

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 23, as amended by 23 CFR 710-4500), hereinafter referred to as the Regulations, which are hereinafter incorporated by reference and made a part of this contract.

During the performance of this contract, the CITY, for itself, its agents, and successors to interest (hereinafter referred to as the "contractor") agree to comply with the following non-discrimination measures and authorities, including but not limited to:

1. Nondiscrimination Authorities:

b. Nondiscrimination

With the exception of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, the CITY agrees that it will not discriminate against any employee or applicant for employment because of sex, color, creed, national origin, age, or handicap. The CITY will also not discriminate against any employee or applicant for employment because of any other factor prohibited by applicable Federal, State, or local laws.

The CITY will comply with all applicable laws, rules, and regulations and will cooperate to the maximum extent practicable with the United States Equal Employment Opportunity Commission and the United States Department of Justice.

The CITY will take such action as is necessary to ensure that its policies and practices do not have the effect of discriminating against any employee or applicant for employment because of sex, color, creed, national origin, age, or handicap.

The CITY will provide all information and reports required by the Regulations, and orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the U.S. Department of Transportation to ensure compliance with such Regulations, orders and instructions. Where any information required to be furnished by the CITY is in the exclusive possession of any other person who shall refuse to furnish such information, the CITY shall certify to the U.S. Department of Transportation that it has so attempted to obtain such information.

The CITY agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, U.S. Department of Transportation, Department of Labor" 41 C.F.R., Parts 60 and 2600, which implement Executive Order No. 11246, "Equal Employment Opportunity," and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. The CITY agrees to take such action as is necessary to ensure that no employee is discriminated against by the CITY or in the CITY's policies or practices, because of race, color, creed, national origin, age, or handicap. The CITY also agrees to adopt and maintain policies and practices that will not have the effect of discriminating against any employee or applicant for employment because of sex, color, creed, national origin, age, or handicap.

The CITY agrees to make available to the U.S. Department of Labor and the U.S. Equal Employment Opportunity Commission, information and other data as may be required to determine the extent of compliance with the regulations implementing Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.

The CITY agrees to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the U.S. Department of Labor to ensure compliance with such Regulations, orders and instructions. Where any information required to be furnished by the CITY is in the exclusive possession of any other person who shall refuse to furnish such information, the CITY shall certify to the U.S. Department of Labor that it has so attempted to obtain such information.

The CITY agrees that it will not discriminate against any employee or applicant for employment because of sex, color, creed, national origin, age, or handicap. The CITY will also not discriminate against any employee or applicant for employment because of any other factor prohibited by applicable Federal, State, or local laws.

The CITY agrees to take such action as is necessary to ensure that its policies and practices do not have the effect of discriminating against any employee or applicant for employment because of sex, color, creed, national origin, age, or handicap.
CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOVING

This certification is applicable to the instrument to which it is attached whether awarded directly or indirectly with other attachments to such instrument.

The prospective participant/applicant, by signing the signature of the certification of this federal-aid contract, grant, loan, cooperative agreement, or other instrument as it may be applicable under Section 1332, Title 21, U.S. Code, and the person signing same for and on behalf of the prospective participant/applicant represents and certifies that in the best of the knowledge and belief of the prospective participant/applicant and endorser of the person signing for and on behalf of the prospective participant/applicant, same:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/applicant or the person signing on behalf of the prospective participant/applicant as mentioned above, to any person for lobbying or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the enacting of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any cooperative agreement, or the making of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the enacting of any Federal contract, grant, loan, or cooperative agreement, or other instrument as it may be applicable under Section 1332, Title 21, U.S. Code, the person signing shall also certify that same:

   1. He is not a consultant to a law firm or a lobbying organization, and
   2. The person signing will refer to the appropriate Federal Register for certification required by Section 203, Title 21, U.S. Code.

The person signing this certification represents and certifies that the person signing for and on behalf of the prospective participant/applicant is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.

The person signing for and on behalf of the prospective participant/applicant certifies that the person signing for and on behalf of the prospective participant/applicant, for the time being, is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.

This certification is a material representation of fact upon which relief was prayed and that the лицедей was made under seal upon the instrument to which this certification is attached.

The prospective participant/applicant shall be required by the Department of Transportation, the Department of Justice, or any other Federal agency in connection with the enacting of any Federal contract, grant, loan, or cooperative agreement, or other instrument as it may be applicable under Section 1332, Title 21, U.S. Code, to certify that the person signing for and on behalf of the prospective participant/applicant is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.

The person signing this certification represents and certifies that the person signing for and on behalf of the prospective participant/applicant is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.

The person signing for and on behalf of the prospective participant/applicant certifies that the person signing for and on behalf of the prospective participant/applicant, for the time being, is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.

This certification is a material representation of fact upon which relief was prayed and that the лицедей was made under seal upon the instrument to which this certification is attached.

The prospective participant/applicant shall be required by the Department of Transportation, the Department of Justice, or any other Federal agency in connection with the enacting of any Federal contract, grant, loan, or cooperative agreement, or other instrument as it may be applicable under Section 1332, Title 21, U.S. Code, to certify that the person signing for and on behalf of the prospective participant/applicant is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.

The person signing this certification represents and certifies that the person signing for and on behalf of the prospective participant/applicant is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.

The person signing for and on behalf of the prospective participant/applicant certifies that the person signing for and on behalf of the prospective participant/applicant, for the time being, is a non-lobbying consultant, and is not a consultant to any law firm or lobbying organization.
Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendations for award. The Region will review the bids and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County/City’s estimate for reimbursement will be based on the bid prices encumbered in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State’s latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed to substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to rectify the project at their cost.

All County/City and/or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: RUIHAI CHIEF REGION ENGINEER

APPROVAL: RUIHAI CHIEF ENGINEER

APPROVAL: [Signature] TRANSITATION DIRECTOR

DATE: [Signature] 1-10 Res. 10-2017

APPENDIX 7
APPENDIX 8
STATE OF ALABAMA 
JEFFERSON COUNTY 

INDEMNIFICATION and HOLD HARMLESS AGREEMENT
STUDENT VOLUNTEERS of the CITY OF MOUNTAIN BROOK, ALABAMA

I, ________________________, understand and agree that my participation as
a student volunteer (age sixteen (16) or older) for the City of Mountain Brook, Alabama (“City”)
is an educational opportunity that will provide me with hands-on experience and exposure to the
operations of the City, and that some of the activities in which I may participate involve a degree
of risk of physical harm.

I understand that various departments within the City’s operations have safety manuals specific
to the work performed by that department. I understand and agree to abide by the safety
procedures of the various departments within the City to which I may be assigned to work during
my volunteer term, and I further understand that I will be expected to separately read each of
those safety manuals as necessary based on my assignment to particular departments.

I understand and agree that the term of my participation as a student volunteer is limited to ___
week(s), and that my participation is strictly voluntary and at will. I understand that, as a
volunteer, I will not be entitled to any pay or benefit from the City. The City and I are free to
terminate my participation as a student volunteer for any reason with or without notice.

In consideration of the City of Mountain Brook, Alabama’s agreement to provide me with this
unique educational opportunity, I and my parent/guardian (as indicated below) hereby covenant
and agree to indemnify, defend, save, release and hold harmless the City, its officers, agents,
servants, employees, successors and assigns from and against all claims, demands, suits, actions
and causes of action, proceedings, expenses, civil and criminal penalties and fines, fees,
including reasonable attorney fees, damages, losses, injuries, including bodily injuries, and all
other liability for damages of any kind or nature (“Claims”) sustained by me as a result of or
arising from any use, occupancy, or condition occurring within the City or any activity in which I
participate in my capacity as a student volunteer, or any act or omission of the City, its officers,
agents, servants, employees, successors and assigns (excepting only the willful and wanton
conduct of its officers, agents, servants, employees, successors and assigns), while I am engaged
in voluntary service for the City.

Participant ___________________________ Date ___________________________

Parent/ Guardian ___________________________ Date ___________________________
"ZONING NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, May 13, 2019, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal to rezone a parcel of land from its temporary zoning of Estate to permanent zoning of Residence-A.

ORDINANCE NO.

AN ORDINANCE TO REZONE A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA FROM ITS CURRENT [TEMPORARY] ESTATE DISTRICT TO [PERMANENT] RESIDENCE-A DISTRICT.

WHEREAS, the real estate more particularly described as: "Cherokee Bend, South Sector, Fifth Addition, a Single Family Residential Subdivision located in the SE 1/4 of Section 36, Twp 17S, R 2W, Jefferson County, City of Mountain Brook, Alabama," and illustrated in the accompanying survey map is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

WHEREAS, after due consideration, the City Council has determined that the zoning classification of the real estate should be Residence-A District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Residence-A District.

Section 2. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.

CERTIFICATION

I, Tammy Reid, Administrative Analyst for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed rezoning and public hearing thereupon set forth above to be published and provided in the manner specified by Article XXV, Sec. 129-431, of the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

Mountain Brook City Hall, 56 Church Street
Cabana River Walk, 3503 Overton Road
Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road

Tammy Reid, Administrative Analyst
4-26-19,

APPENDIX 10