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 9th day of March, 2020. 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 Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Mariellan and Billy Morris and residents of Brookwood Road, between Crosshill Road and the northern city limits, to request sidewalks along this section of street (Appendix 1). Matt Stoops with Sain Associates was asked to determine whether there are any TAP grant funds available that the City could apply for and report back to the City Council.

2. Additional evaluation for repairs on Smyer Road—David Marsh of ECS (Resolution No. 2020-038 was added to the formal meeting agenda.)

3. Construction, engineering and inspection contract with Sain Associates for the Dunbarton sidewalk project—Matt Stoops of Sain Associates (Resolution No. 2020-039 was added to the formal meeting agenda.)

4. Property at 3339 North Woodridge (code violations)—Glen Merchant (Appendix 2). The best outcome for the City is for HUD to take ownership of the property and then sell same. Mr. Merchant shall continue to monitor the situation for any new developments.

5. Fiscal 2020 street paving list—Ronnie Vaughn (Resolution No. 2020-037 was added to the formal meeting agenda.)

6. Traffic Island beautification project on Ridgeview Drive West—Shanda Williams (Resolution No. 2020-040 was added to the formal meeting agenda.)

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

8. EXECUTIVE SESSION AND ADJOURNMENT

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

Ayes: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
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. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned at approximately 6:45 p.m.

9. 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 March 9, 2020, 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.

[Signature]

City Clerk  
Approved by City Council March 23, 2020
APPENDIX 1

BROOKWOOD RD. SIDEWALK QUOTE
FROM CROSSHILL RD. TO CITY LIMIT SIGN
2,702 Feet

Gravel: $1,674.00
11 - Water meters relocated: $22,000.00
4 - Steel plates for storm inlets: $1,393.40
14 - Tree's removed: $5,500.00
6 - Brick mailboxes replaced: $10,500.00
Form materials: $13,164.00
475 - Yards of Concrete: $55,746.50
Landscaping: $2,400.00
430 - 20 FT. sticks of rebar: $3,213.00
8,100 SQ FT. of rock facing for retaining wall: $131,760.00

Total: $270,953.45

THIS QUOTE HAS A 5% OVERAGE ADDED DUE TO THE CHANGING PRICES OF MATERIALS.
March 9th Brookwood Road Sidewalk Request

I. Introduce ourselves and thank the council for having us.

II. We represent the neighbors on the block of Brookwood Road between Crosshill Road and Brookleeds Road at the fire station, and we want to express our need to have a sidewalk.

We have 9 reasons, but our first and most important is:

1. CHILDREN and SAFETY: We have 41 children and grandchildren that live and play on this block. We need a way to walk, stroll children, ride bikes, and run without having to jump into yards to avoid the high volume of traffic on our street.

2. SPEEDING: A CONSTANT PROBLEM


The TYPICAL WEEKDAY TRAFFIC looks like this:

7:20-8:30: 422 cars, 9 trucks, 6 school busses
10:10-10:20: 25 cars, 2 trucks
1:15-2:00: 94 cars, 9 trucks
2:00-3:30: **385 cars** and **34 trucks**
Saturday mornings: 8:30-8:45: 35 cars/trucks

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4. CONNECTIVITY: Our short stretch of Brookwood could connect to existing sidewalks on Crosshill and near the fire station.

5. CONSTRUCTION VEHICLES: We have many construction vehicles-dump trucks, flatbeds, tractor/trailer trucks-cutting through on their way to I-20.

6. FIRE ENGINE TRAFFIC: We love them and are so glad to have a station so near, but we need to be able to get out of their way.

7. CLOSE NEIGHBORHOOD: We would like to create a closer neighborhood that a sidewalk would offer.

This is an issue that we have been talking about since my family moved to Brookwood Road 26 years ago. I see these young families moving in who also read in The Reporter in the past few years or heard the same thing that we were in line for sidewalks.

We have always believed in letting the process take place, and we have met with some of you for guidance on how to address this, and we appreciate your time, but we no longer feel safe walking on our road and honestly no longer feel like we are a priority. How can we hope to attract young families if they do not think this is a safe street to live on?

We do understand that at this time our block of Brookwood has dropped down on the priority list since the survey results were tallied. But we are here to ask all of you to consider our request and help us make this end of Brookwood Road a safe place for our children and our grandchildren.
BACKGROUND, CONDITION & ACTION PLANS FOR UNMAINTAINED PROPERTY AT 3339 N. WOODRIDGE ROAD

The residential property at 3339 N. Woodridge Road is not being properly maintained. City officials have attempted for several months to locate a person/organization who will accept responsibility to maintain both (1) the yard and (2) the house at this address. Unfortunately, those efforts have not been successful, so formal action may be required by the City to address the conditions there.

Preliminary information indicates that the property formerly was owned by Stephen Christian Stuts, who is now deceased. Several parties have expressed interest in purchasing the property, but title to it may be clouded. Before he died, Mr. Stuts mortgaged the property to receive funding through a reverse mortgage mechanism. Consequently, the holder of that mortgage has an interest that must be considered before the property could be transferred to a third person who would properly maintain it. Further, it is presently unknown whether a Probate Case was opened following the death of Mr. Stuts, or if he died testate.

In the meantime, the City staff plans to take the following actions regarding this property. First, as to the unmaintained yard, the City's Building Official — Glen Merchant — will assess whether the conditions there now constitute a public nuisance pursuant to the City's private property nuisance ordinance. If that determination is made, Mr. Merchant will initiate the process to abate those conditions. In the event a nuisance determination is made and those holding interests in the site do not maintain the yard, the City may be required to remedy the condition of the yard at its expense, and later assess that cost as a lien against the property. Assuming that the conditions in the yard may constitute a nuisance, Title Research is being ordered to identify all personal/organizations who would receive notice under the City's Private Property Nuisance Ordinance.

As to the condition of the structure, the Building Official is attempting to secure permission from Meredith Stuts (a daughter of the deceased and possible heir) to enter and inspect the structure. If the structural conditions are unsafe or endanger human life, State Law and the Private Property Nuisance Ordinance would authorize demolition of the structure. However, in the past the preference of the City Council has been to file a lawsuit and obtain a court order before demolishing unsafe structures in the City. If a court order is obtained, the City will then need an engineer to testify in court that the structure at 3339 North Woodridge Rd. is unsafe.

Below is an action plan and preliminary schedule to address the conditions at this location:

- Complete Title Research — By March 20, 2020
- Assess if Conditions in Yard Constitute Public Nuisance — Building Official to Complete by March 20, 2020
- Assess if Structure Contributes Public Nuisance — Building Official to Complete by March 20, 2020
- Follow Up Report to City Council — March 23, 2020 Council Pre-Meeting

March 9, 2020
The City Council of the City of Mountain Brook, Alabama and met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 9th day of March, 2020. 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 Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

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

1. PRESENTATION

Mayor Welch, Fire Chief Chris Mullins and Deputy Fire Chief Stacy Cole presented Resolution No. 2020-034 (Exhibit 1) to Dr. Adam Robertson.

2. LEADERSHIP MOUNTAIN BROOK CLASS OF 2019-2020

The high school students participating in the 2019—2020 Leadership Mountain Brook presented their project plans as follows:

- A promotion video illustrating the amenities, culture and benefits of the City of Mountain Brook.

  The video is expected to be approximately 2 minutes in length, to cost approximately $2,000 to produce, will be housed on the Mountain Brook Chamber website and distributed through other social media outlets as well.

- A street map of the City to educate prospective and current residents including features of interest throughout the community.

  It is estimated that maps can be produced for $4,950 plus $800 for 1,000 copies. The students are soliciting a sponsor to cover $4,000 of the cost, $1,000 from the Chamber and $1,000 from the City. The maps will be sold by the Chamber for $2 each and available for distribution by the sponsor for free.

The elected officials agreed that both proposals are worthy projects that the City would like to see implemented and agreeable to committing $1,000 for each of the two projects. The matter was added to the consent agenda below.

3. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:
Approval of the minutes of the February 24 2020, regular meeting of the City Council

2020-034 Resolution expressing gratitude to Dr. Adam Robertson for his volunteer service as medical director for the Fire Department

2020-035 Authorize the execution of a professional services contract between the City and Skipper Consulting for a traffic study of the intersection of Dexter Avenue at Vine Street

2020-036 Authorize the execution of the MWCF Deductible Addendum – 2020 with respect to the City’s high deductible workers’ compensation policy

2020-037 Approve the proposed street paving/resurfacing list for fiscal 2020 under the City’s 3-year street resurfacing contract (see Resolution No. 2017-058 adopted May 8, 2017)

2020-038 Authorize the execution of a professional services agreement between the City and ECS Southeast, LLP with respect to a Smyer Road repair feasibility study

2020-039 Authorize the execution of a professional services agreement between the City and Sain Associates with respect to construction, engineering and inspection services for the Dunbarton TAP Sidewalk Project (TAPBH-TA18(931))

2020-040 Authorize City Manager to pay, or cause to be paid for and on behalf of the City, up to $1,000.00 for materials and provide City labor and equipment as necessary to install beautification improvements at the Ridgeview Drive West traffic island

2020-041 Motion Authorize the expenditure of $1,000 (each) for the following 2019-2020 Mountain Brook Leadership Class projects: 1) promotional video for the Chamber website and Facebook and 2) community maps to be sold by the Chamber of Commerce

Thereupon, the foregoing minutes, resolutions and motion were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, resolutions and motion were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes, resolutions and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, resolutions (Nos. 2020-034 through 2020-040) and motion (No. 2020-041) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.
4. **ANNOUNCEMENTS**

The next regular meeting of the City Council will be March 9, 2020, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. **ADJOURNEMENT**

There being no further business or matters for discussion, 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 regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on March 9, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council March 23, 2020

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**EXHIBIT 1**

**RESOLUTION NO. 2020-034**

**HONORING DR. ADAM ROBERTSON FOR HIS COMMUNITY SERVICE TO THE CITY OF MOUNTAIN BROOK**

WHEREAS, The City of Mountain Brook deems it necessary to highlight the community service and bestow honor on citizens who are committed to excellence and consistently strive to improve our community; and

WHEREAS, Dr. Adam Robertson is one of those people, as he has voluntarily served over 20 years as the Fire Department’s Medical Director; and

WHEREAS, through Adam’s leadership, he has provided the necessary medical training and credentials required to maintain a high-quality emergency medical service to the Birmingham area; and

WHEREAS, Dr. Adam Robertson is well connected with members of our medical community and has earned their well-deserved trust and respect, just retiring from his position as Birmingham Regional Emergency Medical Services System (BREMSS) Medical Director.

NOW, THEREFORE, I, Stewart H. Welch III, as Mayor issue this resolution to honor Dr. Adam Robertson in recognition and appreciation of his many years of dedicated service to humanity and our community.

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**EXHIBIT 2**

**RESOLUTION NO. 2020-035**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to a traffic study of the intersection of Dexter Avenue at Vine Street.
APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2020-036

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby ratifies the execution of the “MWCF Deductible Addendum – 2020”, in the form as attached hereto as Exhibit A, and such other documents that may be determined necessary with respect to the $300,000 deductible workers’ compensation insurance coverage and claims administration services for the policy year beginning February 1, 2020.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2020-037

BE IT RESOLVED that the City Council hereby approves the proposed street paving/resurfacing list for fiscal 2020 under the City’s 3-year street resurfacing contract (see Resolution No. 2017-058 adopted May 8, 2017).

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2020-038

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and ECS Southeast, LLP, in the form as attached hereto as Exhibit A, with respect to a Smyer Road repair feasibility study.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2020-039

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Sain Associates, in the form as attached hereto as Exhibit A, with respect to construction, engineering and inspection services for the Dunbarton TAP Sidewalk Project (TAPBH-TA18(931)).

APPENDIX 5
BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to pay, or cause to be paid for and on behalf of the City, up to $1,000.00 for materials and provide City labor and equipment as necessary to install beautification improvements at the Ridgeview Drive West traffic island as illustrated in Exhibit A attached hereto.
MINUTE BOOK 91

APPENDIX D

1. PROFESSIONAL SERVICES AGREEMENT

The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business as 95 Church Street, Mountain Brook, Alabama 35213, and, Skipper Consulting, Inc. ("Consultant"), doing business as 3844 Vann Road, Suite 100, Birmingham, Alabama 35226.

WHEREAS, the City requests the Consultant to perform professional traffic engineering services related to a traffic study for the intersection of Mill Street at Vine Street in the City of Mountain Brook (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the Services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum relative herein, which constitutes the entire agreement between the parties relating to this assignment.

1. PROFESSIONAL SERVICES

The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH IN EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under similar circumstances, and in the ordinary course of the Project.

2. CLIENT'S RESPONSIBILITIES

The Client shall, at its expence, provide the Consultant with all required data, existing plans, reports, studies, project schedules, and similar information that is contained in the files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Consultant shall participate with the Client by providing all information and other materials in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work while established schedules.

3. COMPENSATION/BILLING/PAYMENT

Skipper Consulting, Inc. will invoice and perform the work and Services as outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) for a fixed fee in the amount of $5,000.00.

The Client shall bill for its Services monthly based on the work completed during the billing period. Invoices for uncompensated amounts are payable within 30 days of the receipt by the Client, and such payment shall be required to be made promptly, upon any condition or any action or undertaking of the Client, other than those conditions, if any, specifically set forth in this Agreement.

If complications or unforeseen factors cause a change in the scope of Work, outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the file required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will assess a proposal for the additional work. No additional work or services will be performed unless approved in writing by the Client.

Date: February 29, 2020

By: Darrel C. Skippel, P.E.
Printed Name: Darrel C. Skipper Consulting, Inc.
Title: President

[Signature]

Please sign this Agreement on behalf of the City of Mountain Brook and Skipper Consulting, Inc. to acknowledge the terms and conditions set forth in this Agreement.

[Signature]

By: JoAnn I. Bostick
Printed Name: JoAnn I. Bostick, City Administrator
Title: City Administrator

Date: February 29, 2020

Furthermore, the parties agree to enter into and execute such additional agreements, addendums, and schedules as may be necessary to carry out the purposes of this Agreement.

The agreement is subject to the approval of the City Council of the City of Mountain Brook, Alabama.

[Signature]

By: [Signature]
Printed Name: [Signature]
Title: [Signature]
Date: [Signature]
property damage with a combined single limit of not less than $100,000 per occurrence.

2. Automobile Liability: If the work or services performed by the Contractor involves the use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars ($500,000) combined single limit and aggregate for bodily injury and property damage per occurrence.

3. Workers' Compensation: Workers’ Compensation and Employer Liability as required by statute.

4. Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor’s negligent acts, errors or omissions in the performance of professional services with policy limits of not less than $1 Million Dollars ($1,000,000) per claim and the aggregate.

Contractor may use umbrellas or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers' Compensation and Professional Liability policies shall contain endorsements insuring the City, and its officers, employees and agents as additional insured insured with respect to liabilities that arise out of or result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage in the City to vicarious liability, but shall also cover the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services herein, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certification(s) shall provide that such insurance shall not be terminated or expired without thirty (30) days advance notice to the City.

10. Indemnification for Claims by Third Parties. The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the “Indemnitees”) from and against all claims and damages (including but not limited to attorney’s fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, destruction of or loss of tangible property, or those for financial loss or damage, collectively hereinafter “Claims”(s)) that are made against the City by any third parties (other than or in addition to the Indemnitees) as a result of any negligent act or representation of the Contractor, collectively “Third Parties”) in the extent that such Claims are caused or allegedly caused by the negligence of the Contractor in the performance of the work, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

3. Attorney’s Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney’s fees, court costs, litigation expenses, and such charges except to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills reduced to the City shall not be considered delinquent any earlier than thirty (30) days after condition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. Indemnification: Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity, fee, fees, or with or without any claim, cause of action, cost, charge, fees, express, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof, nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in precisely similar or acting on Contractor’s behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disallowed, except from the terms of the agreement, and void.

6. Choice of Law: Choice of Forums or Forums. The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal process brought to enforce or secure relief by reason of any breach of party arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. Construction of Agreement. Nothing in this Agreement 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 allocate 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. Independent Contractor. Consultant’s relationship to Client at all times is that of an independent contractor. Consultant shall have no authority, express or implied, to bind the City, or authorize or engage in any activities that provide the goods, services or undertaking described in the Agreement. The Client does not reserve any right over control over Contractor’s operations or the activities it utilizes to perform its obligations in the Agreement.

9. Contractor’s Insurance Requirements. For the duration of this Agreement and for thirty (30) days not less than thirty (30) days prior to the Commencement Date, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City.

1. Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than $100,000 per occurrence.

2. Automobile Liability: If the work or services performed by the Contractor involve the use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars ($500,000) combined single limit and aggregate for bodily injury and property damage per occurrence.

3. Workers’ Compensation: Workers’ Compensation and Employer Liability as required by statute.

4. Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor’s negligent acts, errors or omissions in the performance of professional services with policy limits of not less than $1 Million Dollars ($1,000,000) per claim and the aggregate.

- Municipal Minute Book 91
Dear City of Mountain Brooke:

On behalf of The Municipal Workers Compensation Fund (MWCF), we would like to thank you for purchasing workers comp coverage through MWCF for your entity.

This addendum to the MWCF Participation Agreement confirms your deductible program and your portion of each claim that City of Mountain Brook will pay under this program. City of Mountain Brook is on a $300,000 deductible per claim per year program. MWCF will pay all expenses on each claim that exceeds $300,000 and City of Mountain Brook will pay all expenses on each claim up to the first $300,000 of each claim.

You agree by signing this addendum, that in the event you do not pay the deductible reimbursement expenses on this program within 30 Days of billing receipt, MWCF may offset any balances due to them, against co-owned premiums paid in by you, against any deposit paid in by you, any dividends due to you, and may accelerate any un-paid premium payments under any financing agreement. You further agree, that in the event your entity does not reimburse deductible expenses back to MWCF, you understand that MWCF may cancel your existing workers compensation insurance coverage under state law for non-payment.

You also agree that as a condition of this deductible program, you will furnish MWCF ongoing quarterly financial statements, if requested. In the event of a significant change in the finances of your entity, determined in our sole discretion, the fund may re-underwrite the risk of your entity based on this deductible program mid-year. Re-underwriting may include termination of coverage, change in deductible amount or even elimination of deductible amount for the current coverage term.

As part of our program MWCF will provide normal administrative services to your account, including claims below your $300,000 deductible.

In addition to the standard MWCF services, it is important to note and understand that certain fees and expenses related to the administration of claims are included within the deductible portion of your policy. These expenses are outlined below.

**ALLOCATED LOSS ADJUSTMENT EXPENSES**

1. The term "Allocated Loss Adjustment Expenses" shall mean each of the following items of expense
   a. Medical examination of claimants, including the reasonable and necessary transportation expenses of claimants.
   b. Reports from attending or examining physicians.
   c. "Attorney" fees, disbursements, and expenses.
   d. Court reporter services and transcripts.

Please execute this addendum, acknowledging that you have a $300,000 deductible per claim. Once executed please return a copy of this document back to:

MWCF, Inc.
P O Box 1279
Montgomery, AL 36102

Addendum Authorizing Signatures for the City of Mountain Brooke:

By: ____________________________ Date: ____________________________

Witness: ____________________________ Date: ____________________________

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<td>E. Stenographic services and transcripts.</td>
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<td>F. Witness attendance fees.</td>
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<td>G. Court costs.</td>
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<td>H. Appeal bonds.</td>
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<td>I. Printing costs related to trials and appeals.</td>
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<td>J. Testimony, opinions, appraisals, reports, surveys and analyses of professionals and experts.</td>
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<td>N. Credit bureau reports.</td>
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<td>O. Private investigators.</td>
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<td>P. Photographers.</td>
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<td>Q. Medical or vocational rehabilitation.</td>
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<td>R. Medical costs containment services, i.e., utilization review, pre-admission authorization, hospital bill audit, provider bill audit and medical case management incurred at the request of Client.</td>
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<td>S. Extraordinary Claim investigation and/or travel expense incurred at the request of Client.</td>
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<td>T. Any similar service related to the investigation and defense of a particular Claim, or the protection of and collection of the subrogation rights of Client.</td>
<td></td>
</tr>
<tr>
<td>U. Indemnity Benefits and Medical provider payments and associated cost containment fees, such as but not limited to RX out of contract repriming costs, etc.</td>
<td></td>
</tr>
<tr>
<td>V. Out of State TPA service fees.</td>
<td></td>
</tr>
<tr>
<td>X. Medigap Sec-Aide program management fees.</td>
<td></td>
</tr>
</tbody>
</table>

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March 9, 2020
RESOLUTION NO. 2020-037

RE: IT RESOLVED that the City Council hereby approves the proposed street paving/sealcoating list for fiscal 2020 under the City’s 5-year street sealcoating contract (see Resolution No. 2017-036 adopted May 8, 2017).

ADOPTED: This 9th day of March, 2020.

APPROVED: This 9th day of March, 2020.

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 9, 2020, as same appears in the minutes of record of said meeting.

City Clerk

APPENDIX 3

2020 PAVING LIST

Sheridan Drive
Crestwood Drive
Crestview Drive & Crestview Circle
Delmar Terrace
Sheridan Place
Glencoe Circle
Glennview Circle
Brookwood Road (Crosshill - City Limit)
Overcrest Road
Crosshill (Brookwood - Rockhill)
Orient Road
Cross Ridge Road
Oklahoma Terrace
Sheridan Place
Glencoe Circle
Glennview Circle
Brookwood Road (Crosshill - City Limit)

March 9, 2020
ECS is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested and your agreement to the incorporated Terms and Conditions under which the services will be provided.

**PROJECT INFORMATION**

- **Project Name:** Sanger Road Repair Feasibility Study
- **ECS Project No.:** TBD
- **Location:** Sanger Road
- **ECS Proposal No.:** 30-1485P
- **City, State:** Montgomery, Alabama
- **Zip Code:** 36117

**CLIENT INVOICE INFORMATION**

- **Firm:** City of Mountain Brook Alabama
- **Firm Name:** City of Mountain Brook Alabama
- **Address:** 55 Church Street
- **City, State:** Mountain Brook, Alabama
- **Zip Code:** 35213

**Project Description:**

The project site is located on Sanger Road in Mountain Brook, Alabama. We understand that a portion of the slope adjacent to Sanger Road and the roadway is exhibiting signs of distress. The location of the project is approximately 200 feet along the north side of the Sanger Road and east of Windward Road. ECS has previously prepared the Geotechnical Engineering Report for November 11, 2019 (ECS Project No. 30-1475). During inspection, several repair considerations were noted.

Services:

ECS will perform a feasibility study to evaluate repair methods for the slope. ECS will provide recommendations based on the results of the study regarding the feasibility of up to three (3) different repair methods. Finalized repair concepts will be evaluated and details will be submitted to the owner to obtain preliminary cost estimates. These details will not be sufficient for slope repair construction. The feasibility study may recommend additional washout exploration and drain installation testing for the various options.

**Lump Sum Fee:**

ECS will evaluate the feasibility of several repair options for the slope for a lump sum fee of $2,000. ECS can provide additional consultation services for the slope repair once the repair method is selected. Additional compensation will be based on the associated Geotechnical Design Services Fee Schedule.

**Signatures and Acknowledgment:**

Please refer to the attached MMB-2009-0309 Minutes of Meeting documentation for acknowledgment and signatures.

---

ECS SOUTHEAST, LLP

APENDIX 4

**ECS SOUTHEAST, LLP TERMS AND CONDITIONS OF SERVICE**

- **Invoice Terms:** Net 30 Days from Receipt of the Bill.
- **Late Fee:** 1% per month on any outstanding balance.
- **Change Order:** Invoices paid are final and will not be adjusted for any additional services.
- **Renewal:** This contract supersedes any prior agreements.
- **No Waiver:** No waiver of any rights or provisions made by ECS SOUTHEAST, LLP is intended to be or shall constitute a waiver of any subsequent breach.

---

**APPENDIX 4**

**GEOTECHNICAL DESIGN SERVICES FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional &amp; Administrative Services</td>
<td>$250.00</td>
</tr>
<tr>
<td>Senior Principal Level</td>
<td>$250.00</td>
</tr>
<tr>
<td>Principal Level</td>
<td>$250.00</td>
</tr>
<tr>
<td>Senior Project Level</td>
<td>$250.00</td>
</tr>
<tr>
<td>Project Level</td>
<td>$250.00</td>
</tr>
<tr>
<td>Staff Professional Level</td>
<td>$250.00</td>
</tr>
<tr>
<td>Draftsman Level</td>
<td>$250.00</td>
</tr>
<tr>
<td>Administrative Level</td>
<td>$250.00</td>
</tr>
<tr>
<td>Subcontract Services</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

**Notes:**

- The fee is intended to cover all services required to provide the technical services described in this proposal.
- Additional services may be provided at ECS's discretion and will be invoiced at ECS's standard rates.

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**MINUTE BOOK 91**

**2020-038**

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**J:\Minutes & Agendas\Council 2020**

**20200309 Minutes.doc**

March 9, 2020
MINUTE BOOK 91

ADDITION TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK, ALABAMA AND ECS SOUTHEAST, LLP
DATED MARCH 9, 2020

THIS ADDENDUM ("Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and ECS Southeast, LLP ("the Contractor") dated May 23, 2016.

This Addendum is a part of the principal agreement, and supersedes and cancels any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the contracting or inconsistent terms or provisions purport to be in (a) a lower or lesser rights or remedies in the Contractor than are provided herein or otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum remains 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 representatives of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. Definitions. For purposes of this Addendum, the terms below have the following meanings:
A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
B. "The (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, including the payment or other consideration to be provided by the City in exchange therefor.
C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors.

2. Arbitration: Mediation: Alternate Dispute Resolution. The City agrees to arbitrate disputes or engage in alternative dispute resolution ("ADR") as required by the agreement or in the event of resolving disputes arising from a mediation panel pursuant to the City's other legal requirements. If the City and the Contractor are unable to resolve such arbitration or mediation process for at least the sum of the Contractor's gross bill (e.g., attorney fees, damages, and that would be available under otherwise applicable law, or fees) for the purposes described herein, ADR processes in such proceedings (including the fees of the arbitrator or mediator) are divided equally between the parties.

Attorney's Fees: Court Costs: Liquidation Expenses: The City shall be liable for attorney's fees, court costs, liquidation expenses, and like charges except to the extent such fees, costs, and like charges are recovered from the Contractor.

BATED this 9th day of March, 2020,

ECS Southeast, LLP

By: __________________________

City of Mountain Brook, Alabama

By: __________________________

March 9, 2020

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

4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for public works or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Committed bills shall not be subject to late payment charges pending resolution of the dispute.

5. Indemnification; Hold Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of the agreement or the performance or nonperformance thereof, nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for such an alleged or actual breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, or recovery that would otherwise be available to the City is expressly disallowed, excluded from the terms of the agreement, and void.

6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, enforcement of terms and provisions of the agreement, and the resolution of any dispute arising therefrom or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-laws principles. The venue of any such action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama, except in 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 abate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.

8. Alabama Immigration Law Compliance Contract. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1996, and the Tracing-Humane Alabama Immigration Enforcement Act, which makes is unlawful for an employer in Alabama to hire or continue to employ an alien who is or has become unauthorized with respect to employment to comply with the 10-year requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have as officer or other managerial employee who is personally familiar with the Contractor's hiring practices remain an agent of or in the effect on the laws supplied the Board and return the same to the City. Contractor shall also enroll in the E-Verify system.
November 23, 2020

City of Mountain View
31 Church Street
Mountain View, CA 94041
SainTex.com

Proposal to CE & Engineers

Sain Project

Dear Mr. Gasston:

We appreciate the opportunity to submit this proposal to perform contract & bid services for the Demolition/Trench Project. The following is a description of our understanding of your project and the scope of services that we propose to perform.

General Description:

The project will involve the demolition of existing structures and the installation of new structural elements. The work will include excavation, demolition, and the construction of new foundations. The project is scheduled to be completed within the specified timeframe.

Scope of Services:

The scope of services includes the following:

1. Demolition: Removal of existing structures and materials.
2. Excavation: Excavation of the site to prepare for new construction.
3. Foundation & Repairs: Installation of new foundations and repairs to existing structures.

If you have any further questions or require additional information, please do not hesitate to contact me.

Sincerely,

[Signature]

[Name]

[Position]

[Company]

Preceding Document: Title: Minutes & Agenda (01-02-2020 to 01-29-2020) Minutes.doc

Next Document: Title: 01-29-2020 - Minutes of Meeting with City Staff

APPENDIX 5

Form Number: 01-27-2020

APPROVED

[Signature]

[Name]

[Position]

[Company]
and changes would be assumed against the City under applicable law in the absence of any contractual provision requiring or ordering liability benefits.

5. Late Payment Charges: Fees/Interest. The City shall not be liable for any late payment charges, interest, or losses on any delinquent bill, granted, taxable, or recoverable as a result of any late payment made more than thirty (30) days past the current due date. Payment of interest on any amount of the delinquent bill shall be the City’s decision to waive the payment of interest, and such interest shall be at a rate computed at the rate of 8% annually.

6. Injunctions: Judicial Actions; Release: Waiver: Limitations of Liability or Remedies. The City shall not be liable for any injunctive action, whether judicial or administrative, nor shall the Contractor be liable for any legal duty on the part of the Contractor or any person, firm, or legal entity for, from, or with respect to any claim, cause of action, suit, charge, fee, expense, or liability whatsoever arising out of or relating to any event under the Contract. The Contractor shall be responsible for all costs, fees, expenses, and losses incurred by the City in connection with any legal action or proceeding, whether instituted by or in the name of the City, and the Contractor shall be responsible for payment of all costs, fees, expenses, and losses incurred by the City in any proceeding or litigation, whether instituted by or in the name of the City, and the Contractor shall be responsible for payment of all costs, fees, expenses, and losses incurred by the City.

7. Choice of Venue: Venue or Forum. The meaning, legal effect, and construction of terms and provisions of this agreement and the resolution of 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 law or principles of law.

8. Construction of Agreement. Nothing in this Agreement shall be construed to create or impair any duty or liability on the City, to impose a right or remedy on the City, against the Contractor or any other person, firm, or entity, under either the principal or supplementary agreements of this Agreement, or to modify, impair, or otherwise limit the rights of the Contractor or any other person, firm, or entity.

9. Alabama Injunction Law Compliance Contract. Contractor agrees that it will fully comply with the Alabama Injunction Law of 1909, as amended, the Alabama Injunction Act of 1909, as amended, and the Alabama Injunction Act of 1909, as amended, and any other current or future law concerning the City of Montgomery and the City of Montgomery, Alabama, except to the extent otherwise required by applicable law or principles of law.

10. Construction of Contract. Nothing in this Agreement shall be construed to create or impair any duty or liability on the City, to impose a right or remedy on the City, against the Contractor or any other person, firm, or entity under either the principal or supplementary agreements of this Agreement, or to modify, impair, or otherwise limit the rights of the Contractor or any other person, firm, or entity.

11. Attorney's Fees; Court Costs; Edible Expenses. The City shall not be liable for the attorney's fees, court costs, migration expenses, and the charges except to the extent such fees, costs, and expenses are recoverable in the event of a default.

Page 1 of 3

APPENDIX 5
Traffic Island Policy Worksheet

**Island Location:** Ridgeview Drive West

**Area of Island:** 283

**Max City Contribution:** $1,000

(<3,000 sq ft = $1,000; 3,000-6,000 sq ft = $2,000; > 6,000 sq ft = $3,000)

**Sketch of Design:**

---

**Other Details:**
This island has had issues with trucks running across it and the previous plants and curb were damaged. The fire department also requested that the island be made smaller to accommodate their trucks as we have already done that. Now we just have to replace the plants.

**Materials needed:**

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willow Oak</td>
<td>1</td>
<td>$200</td>
</tr>
<tr>
<td>Asiatic Jasmine</td>
<td>600</td>
<td>$600</td>
</tr>
<tr>
<td>Soil Amendment</td>
<td></td>
<td>$200</td>
</tr>
</tbody>
</table>

**Total Cost:** $1,000

**Resident Contact Information:**

Name: Maria Mathews
Email: maria.mathews@protective.com

---

**Traffic Island Policy Worksheet**

**Before Picture:**

**After Picture:**

---

**Traffic Island Policy Worksheet**

**Partnership Agreement:**
We will plant and maintain like we've been doing.

**Island Committee Comments**

- **Almae Reese and Helen Drennen were consulted on this project and they agreed with the listed plants and design.**

- **Tree Commission Members:** Ro Holman and Elizabeth Peyer
- **Park Board Members:** Helen Drennen and Almae Reese
- **Others:** Shanda Williams

**Police Department Comments**

- **Lt. Carmack stated that since the sight lines were improving from the original planting that he did not see a problem with it.**

**Council Comments:**

**Amount approved:**

**Tree Commission Members:** Ro Holman and Elizabeth Peyer

**Construction Issues Comments/Adjustments**

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**Minutes & Agendas/Council/2020/20200309 Minutes.doc**

March 9, 2020